

INSUREAI DATA PROCESSING ADDENDUM (DPA)

Version 1.1

This Data Processing Addendum ("DPA") forms part of the InsureAI Master Subscription Agreement ("Agreement") entered into between:

Global Unity Logic Limited
("GUL", "Processor")

and

Customer
("Controller")

This DPA shall apply whenever GUL processes Personal Data on behalf of the Customer in connection with the InsureAI Platform and Services.

1. PURPOSE

1.1 This DPA sets out the obligations of the parties regarding the processing of Personal Data.

1.2 This DPA is intended to satisfy the requirements of:

- a) UK GDPR;
- b) Data Protection Act 2018;
- c) EU GDPR (where applicable);
- d) any applicable data protection legislation.

1.3 In the event of conflict between this DPA and the Master Subscription Agreement, this DPA shall prevail in relation to Personal Data processing activities.

2. DEFINITIONS

For the purposes of this DPA:

Controller
means the organisation which determines the purposes and means of processing Personal Data.

Processor
means the organisation processing Personal Data on behalf of the Controller.

Personal Data
has the meaning given under applicable data protection legislation.

Special Category Data
has the meaning given under applicable data protection legislation.

Data Subject
means an identified or identifiable natural person.

Processing

has the meaning given under applicable data protection legislation.

Sub-Processor

means a third party engaged by GUL to process Personal Data on behalf of the Customer.

Personal Data Breach

means a breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data.

3. ROLES OF THE PARTIES

3.1 The Customer acts as Data Controller.

3.2 GUL acts as Data Processor.

3.3 Nothing in this DPA shall be interpreted as making GUL a Controller in respect of Customer Personal Data.

3.4 The parties acknowledge that GUL may engage approved Sub-Processors as described within this DPA.

4. SUBJECT MATTER OF PROCESSING

4.1 Processing activities may include:

- a) document ingestion;
- b) ACORD data acquisition;
- c) extraction of structured data;
- d) workflow processing;
- e) document storage;
- f) reporting;
- g) analytics;
- h) AI-assisted operational processing;
- i) customer support activities.

5. NATURE OF PROCESSING

5.1 Processing activities may include:

- a) collection;



- b) recording;
- c) organisation;
- d) storage;
- e) retrieval;
- f) consultation;
- g) analysis;
- h) transmission;
- i) deletion.

6. CATEGORIES OF DATA SUBJECTS

Data Subjects may include:

- a) policyholders;
- b) insured persons;
- c) claimants;
- d) brokers;
- e) employees;
- f) suppliers;
- g) business contacts;
- h) customers of the Customer.

7. CATEGORIES OF PERSONAL DATA

Personal Data may include:

- a) names;
- b) addresses;
- c) telephone numbers;
- d) email addresses;
- e) policy information;
- f) claims information;



- g) business contact details;
- h) identifiers;
- i) financial information;
- j) information contained within insurance documents.

8. PROCESSOR OBLIGATIONS

8.1 GUL shall:

- a) process Personal Data only on documented instructions from the Customer;
- b) maintain confidentiality obligations;
- c) implement appropriate technical and organisational measures;
- d) comply with applicable data protection laws;
- e) notify the Customer of Personal Data Breaches as required.

8.2 GUL shall not sell Customer Personal Data.

8.3 GUL shall not use Personal Data for marketing purposes without the Customer's instructions.

9. CUSTOMER OBLIGATIONS

9.1 The Customer warrants that:

- a) it has a lawful basis for processing Personal Data;
- b) all necessary notices have been provided;
- c) all necessary consents have been obtained where required;
- d) processing instructions are lawful.

9.2 The Customer remains responsible for determining:

- a) lawful basis of processing;
- b) retention periods;
- c) regulatory compliance obligations.

10. CONFIDENTIALITY

10.1 GUL shall ensure that personnel processing Personal Data:

- a) are subject to confidentiality obligations;

- b) receive appropriate training;
- c) access Personal Data only where necessary.

11. SECURITY MEASURES

- 11.1 GUL shall maintain commercially reasonable security measures including:
- a) access controls;
 - b) authentication controls;
 - c) encryption in transit where appropriate;
 - d) encryption at rest where appropriate;
 - e) monitoring and logging;
 - f) backup procedures;
 - g) vulnerability management.
- 11.2 Security measures may evolve over time in accordance with industry standards and cloud service provider capabilities.

12. AMAZON WEB SERVICES

- 12.1 The Customer acknowledges that InsureAI is hosted using Amazon Web Services ("AWS").
- 12.2 AWS may process Personal Data as a Sub-Processor.
- 12.3 AWS shall be subject to contractual and security obligations maintained by AWS and GUL.
- 12.4 The Customer acknowledges that cloud infrastructure services may involve geographically distributed processing.

13. TD SYNEX

- 13.1 The Customer acknowledges that TD SYNEX acts as GUL's authorised cloud distribution partner.
- 13.2 TD SYNEX may assist in support, incident management and cloud services administration.
- 13.3 TD SYNEX shall not acquire ownership rights in Customer Personal Data.

14. SUB-PROCESSORS

- 14.1 The Customer authorises GUL to appoint Sub-Processors.
- 14.2 Current Sub-Processors may include:



- Amazon Web Services
- TD SYNEX
- Identity providers
- Monitoring providers
- Support service providers

14.3 GUL shall remain responsible for the acts and omissions of Sub-Processors engaged by GUL.

15. INTERNATIONAL TRANSFERS

15.1 GUL shall not transfer Personal Data outside the United Kingdom or approved jurisdictions unless appropriate safeguards are implemented.

15.2 Such safeguards may include:

- a) adequacy regulations;
- b) standard contractual clauses;
- c) approved transfer mechanisms.

16. DATA SUBJECT RIGHTS

16.1 Taking into account the nature of processing, GUL shall provide reasonable assistance to enable the Customer to respond to requests from Data Subjects.

16.2 Such requests may include:

- a) access requests;
- b) rectification requests;
- c) erasure requests;
- d) restriction requests;
- e) portability requests.

17. PERSONAL DATA BREACHES

17.1 GUL shall notify the Customer without undue delay after becoming aware of a confirmed Data Breach affecting Customer Personal Data.

17.2 Notification shall include information reasonably available regarding:

- a) nature of the breach;
- b) likely consequences;
- c) mitigation actions taken.

17.3 GUL shall cooperate with the Customer in relation to breach investigations.

18. AUDIT RIGHTS

- 18.1 The Customer may request reasonable information regarding GUL's compliance with this DPA.
- 18.2 Any audit request must:
- a) be reasonable;
 - b) not unreasonably disrupt operations;
 - c) be subject to confidentiality obligations.
- 18.3 GUL may satisfy audit requests through provision of certifications, policies or independent assessments where appropriate.

19. RETURN AND DELETION OF DATA

- 19.1 Upon termination of the Services, the Customer may request return of Personal Data in accordance with the Master Subscription Agreement.
- 19.2 Following the applicable retrieval period, GUL may securely delete Personal Data unless retention is required by law.

20. LIABILITY

- 20.1 Liability arising under this DPA shall be subject to the liability limitations contained within the Master Subscription Agreement.
- 20.2 Nothing in this DPA shall increase GUL's aggregate liability beyond the limits specified in the Agreement.

21. GOVERNING LAW

- 21.1 This DPA shall be governed by the laws of England and Wales.
- 21.2 The courts of England and Wales shall have exclusive jurisdiction regarding disputes arising under this DPA.

APPENDIX 1 – PROCESSING DETAILS

Controller:
Customer

Processor:
Global Unity Logic Limited

Services:
InsureAI Platform

Purpose of Processing:
Provision of cloud-based insurance operational services, data acquisition, workflow automation, reporting and support.



Global Unity Logic™
LOGIC THAT CONNECTS. SOLUTIONS THAT UNITE.



InsureAI

Categories of Data Subjects:
As described in Clause 6.

Categories of Personal Data:
As described in Clause 7.

Duration of Processing:
For the duration of the Subscription and any applicable retention period.

END OF DATA PROCESSING ADDENDUM