

## **AI WorkPlace Data Processing Addendum**

**Updated: November 2025**

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This Data Processing Addendum (“DPA”) forms part of the agreement between Customer and its Authorized Affiliates (“Customer”) and 1563847 B.C. Ltd (hereafter “AI WorkPlace”) for the subscription to the Hosted Services (collectively, the “Agreement”). This DPA shall become effective concurrently with the Agreement.

This DPA applies to the extent, in the course of providing the Services, there is Processing of Personal Data by AI WorkPlace and a written contract is required between Customer and AI WorkPlace under Privacy Laws. The Parties agree to comply with the following provisions with respect to any Personal Data, each acting reasonably and in good faith.

This DPA consists of (i) the main terms and conditions of the DPA (“Main Body”); (ii) the Standard Contractual Clauses (“SCCs”) as further defined below and; (iii) the Appendix to the DPA, including Annexes I and II (collectively, “ Appendix”).

1. Definitions. The following terms, when used herein, have the meaning set forth in this Section. Other terms are defined when they are used. All capitalized terms not defined herein shall have the meaning ascribed to them in the Agreement. If applicable, the definitions below include similar terms as defined in Privacy Laws.

1.1. "AI Services" means features of the Hosted Services leveraging machine learning and/or artificial intelligence.

1.2. “Application Usage Data” means aggregated, anonymized technical and operational metrics about the Hosted Services' performance and usage patterns that do not identify individual users or contain Personal Data. This includes system performance metrics, error rates, feature adoption statistics, and similar operational data used to maintain and improve the Hosted Services. Application Usage Data specifically excludes individual user activity, query logs, chat content, authentication records, and any other data that could identify a Data Subject or be linked to Personal Data. For clarity, the following are considered Customer Data and NOT Application Usage Data:

- Individual user queries and prompts
- Chat conversations and messages
- Voice transcriptions
- File upload records and metadata
- User authentication and login records

- Individual user activity logs
- Session data tied to specific users
- Any data that could identify a Data Subject

1.3. “Authorized Affiliates” means any of Customer's Affiliate(s) which (a) is subject to Privacy Laws and (b) is permitted to use the Hosted Services pursuant to the Agreement.

1.4. “AI WorkPlace” means 1563847 B.C. Ltd, the legal entity in accordance with the terms of the Agreement.

1.5. “Controller” means the entity which determines the purposes and means of the Processing of Personal Data.

1.6. “Customer Data” means data that is submitted to the Hosted Services by or on behalf of Customer, including:

- Information which reflects the use of the Hosted Services by Customer's end-users
- Chat conversations, queries, and AI-generated responses
- Voice recordings and transcriptions
- File metadata (file names, types, upload dates)
- User authentication and login records
- Individual user activity and session data
- Documents and content uploaded by users
- Any Personal Data processed through the Hosted Services

Customer Data specifically *includes* Query Data as defined in Section 4.1.1 of the Agreement and specifically *excludes* Application Usage Data as defined above.

1.7. “Data Subject” means the identified or identifiable natural person to whom Personal Data relates.

1.8. “Hosted Services” means the cloud-based solutions (including AI Services) made available to end-users by AI WorkPlace under the Agreement and each applicable Order.

1.9. “Parties” means Customer and AI WorkPlace.

1.10. “Personal Data” has the meaning ascribed to it in Privacy Laws where such data is Customer Data.

1.11. “Privacy Laws” means all applicable data protection and privacy laws and regulations.

1.12. “Processing”, and its cognates, mean any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

1.13. “Processor” means the entity which Processes Personal Data on behalf of the Controller.

1.14. “Services” means the Hosted Services (including AI Services), support, maintenance, consulting, configuration and other professional services provided by AI WorkPlace to Customer.

1.15. “Security Exhibit” means the applicable security exhibit made available to Customer upon request.

1.16. “Selling” or its cognates have the meaning ascribed to it in applicable Privacy Laws.

1.17. “Sharing” or its cognates have the meaning ascribed to it in applicable Privacy Laws.

1.18. “Sub-Processor” means any Processor engaged by AI WorkPlace or its Affiliates.

## 2. Processing of Personal Data and Transparency.

2.1. Roles of the Parties. The Parties acknowledge and agree that with regard to the Processing of Personal Data, Customer is a Controller or Processor and AI WorkPlace is a Processor.

2.2. Customer’s Processing of Personal Data. Customer shall, in its use of the Services, Process Personal Data in accordance with the requirements of Privacy Laws, and shall be responsible for any applicable requirement to obtain consents from Data Subjects and to provide notice to Data Subjects regarding AI WorkPlace’s Processing of Personal Data. For the avoidance of doubt, Customer’s written instructions for the Processing of Personal Data shall comply with Privacy Laws. Customer warrants that it has and will continue to have the right to transfer or provide access to Personal Data to AI WorkPlace for Processing in accordance with the terms of the Agreement and this DPA.

2.3. AI WorkPlace's Processing of Personal Data. AI WorkPlace shall Process Personal Data only on behalf of and in accordance with the documented instructions of Customer as documented in the Agreement and this DPA. Where Customer determines the purposes

and means of the processing, Customer instructs AI WorkPlace to Process Personal Data for the following purposes:

(i) the provision of the Services in accordance with the Agreement and the applicable Order(s), including but not limited to:

- Providing access to the Hosted Services
- Processing user queries and generating AI responses
- Enabling chat and collaboration features
- Processing voice-to-text transcriptions
- Generating and processing images
- Managing user authentication and access control
- Storing and retrieving Customer Data
- Providing search and retrieval functionality

(ii) the processing initiated by Customer's use and configuration of the Services, including:

- Processing initiated through user interactions with AI features
- Document uploads and analysis
- User-configured workflows and integrations
- Third-party connector integrations authorized by users

(iii) the ongoing maintenance, testing, validation and development of the Services, limited to:

- Technical troubleshooting and debugging
- Service performance monitoring and optimization
- Security monitoring and threat detection
- Aggregate usage analytics (Application Usage Data only)
- Service improvement based on anonymized patterns

**Important Limitation:** Personal Data and Customer Data (including query logs, chat histories, and individual user activity) shall NOT be used to train AI models that are used by other customers or other third-parties. AI WorkPlace may only use anonymized, aggregated Application Usage Data for service improvement purposes.

2.4. Applicable Privacy Laws. AI WorkPlace is specifically prohibited from: (a) Selling or Sharing Personal Data; (b) retaining, using, or disclosing Personal Data for any purpose other than for the specific purpose of performing the Services under the Agreement, including retaining, using, or disclosing the Personal Data for a commercial purpose other than providing the Services specified in the Agreement or as otherwise permitted by the AI WorkPlace Privacy Statement and Privacy Laws; (c) retaining, using, or disclosing Personal Data outside of the direct business relationship between Customer and AI WorkPlace and; (d) combining Personal Data that AI WorkPlace receives from, or on behalf of, Customer with Personal Data that it receives from, or on behalf of, another person or persons, or collects from its own interaction with the Data Subject. AI WorkPlace understands the restrictions set forth in this Section and certifies that it will comply with it.

2.5. Transparency. If a Party is required by Privacy Laws to share a copy of this DPA to a supervisory authority or a Data Subject, the Party shall deploy reasonable efforts to redact any confidential information of the Parties prior to sharing a copy of this DPA.

3. Rights of Data Subjects. AI WorkPlace shall, to the extent legally permitted, promptly notify Customer if AI WorkPlace receives a request from a Data Subject (“Data Subject Request”). AI WorkPlace shall not respond to a Data Subject Request without Customer’s prior written consent, except to the extent required by Privacy Laws. Customer shall be primarily responsible for the management of Data Subject Requests related to Personal Data by using the functionalities of the Hosted Services. If Customer is unable to respond to Data Subject Requests by using such functionalities, AI WorkPlace shall, upon reception of Customer’s written notice, taking into account the nature of the processing and insofar as this is possible, provide reasonable assistance to Customer in the fulfilment of its obligation to respond to a Data Subject Request. To the extent legally permitted, Customer shall be responsible for any costs arising from AI WorkPlace’s provision of such assistance if the time spent on such assistance exceeds four (4) hours.

#### 4. AI WorkPlace Personnel.

4.1. Confidentiality. AI WorkPlace shall ensure that its personnel and agents (“Personnel”) engaged in the Processing of Personal Data are informed of the confidential nature of the Personal Data, have received training regarding information security and privacy, and have executed written confidentiality agreements. AI WorkPlace shall ensure that such confidentiality obligations survive the termination of the personnel engagement.

4.2. Reliability. AI WorkPlace shall take commercially reasonable efforts to ensure that all Personnel who will have access to Personal Data are reliable, as described in Annex II.

4.3. Limitation of Access. AI WorkPlace shall ensure that AI WorkPlace's access to Personal Data is limited to those Personnel performing Services in accordance with the Agreement and on a need-to-know basis.

## 5. Sub-Processors.

5.1. Appointment of Sub-Processors. Customer acknowledges and agrees that AI WorkPlace and its Affiliates may, in accordance with this DPA and the Agreement, engage Sub-Processors to Process Personal Data subject to the following requirements:

5.1.1. AI WorkPlace will ensure that each Sub-Processor can provide an adequate level of protection for Personal Data required.

5.1.2. Customer consents to the use of the Sub-processors identified on [www.AIWorkPlace.ai/policies](http://www.AIWorkPlace.ai/policies) or a successor URL designated by AI WorkPlace Policies page. AI WorkPlace shall inform Customer of additions or replacements of Sub-Processors by notifying Customer's contacts who have subscribed to notifications through the Sub-Processor Page or who have been identified in the Order, thereby giving Customer the opportunity to object to such changes on data protection grounds by notifying AI WorkPlace in writing within ten (10) days of the receipt of AI WorkPlace's notification. In the event Customer objects to a new Sub-Processor, AI WorkPlace shall use reasonable efforts to avoid Processing of Personal Data by the objected Sub-Processor and work with Customer in order to achieve resolution. If Customer can reasonably demonstrate that the new Sub-Processor is unable to Process Personal Data in compliance with the terms of this DPA and AI WorkPlace cannot provide an alternative Sub-Processor, or if the Parties are otherwise not able to achieve resolution, Customer may, as its sole and exclusive remedy, terminate without penalty only the portion of the Services which cannot be provided by AI WorkPlace without the use of the objected-to Sub-processor.

5.1.3. AI WorkPlace must ensure that the arrangement between AI WorkPlace and the relevant Sub-Processor is governed by a written contract including the data protection terms required under Privacy Laws. Upon request, and where feasible, AI WorkPlace will provide its customers with relevant information regarding its applicable Sub-Processors agreements to the extent required to comply with Privacy Laws.

5.2. Emergency Replacement. Notwithstanding the foregoing provisions, AI WorkPlace reserves the right to replace a Sub-Processor in accordance with this Section 5.2 if such replacement is urgent necessary to continue providing the Services, due to circumstances beyond AI WorkPlace's reasonable control. In the event of an emergency replacement, AI WorkPlace will notify Customer as soon as reasonably practicable and Customer will retain the right to object to such replacement in accordance with Section 5.1.2.

5.3. Liability. AI WorkPlace shall be liable for the data protection obligations of its Sub-Processors to the same extent AI WorkPlace would be liable if performing the services of each Sub-Processor directly under the terms of this DPA.

6. Controls for the Protection of Personal Data. Taking into account the state of the art, the cost of implementation and the nature, scope, context and purposes of Processing as well as the risks of varying likelihood and severity for rights and freedoms of natural persons posed by the Processing, AI WorkPlace maintains appropriate technical and organizational measures for the protection of the security, confidentiality, availability and integrity of Personal Data, as set forth in Annex II. AI WorkPlace regularly monitors its compliance with the Security Exhibit to ensure the effective implementation of the technical and organizational measures. AI WorkPlace will not materially decrease the overall security safeguards for Personal Data during the term of the Agreement.

7. Personal Data Incident Management and Notification. AI WorkPlace shall notify Customer without undue delay, after becoming aware of an accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data ("Personal Data Breach"). To the extent known, AI WorkPlace shall provide information to Customers about the Personal Data Breach including the nature and likely consequences of the Personal Data Breach, proposed measures to mitigate the Personal Data Breach, the categories of Personal Data and a point of contact for additional information. Customer will be solely responsible for fulfilling any third-party notification obligations related to the Personal Data Breach. AI WorkPlace will deploy appropriate measures to address the Personal Data Breach. AI WorkPlace's notification will be made at the email address mentioned in the Order for such purpose.

8. Storage, Return and Deletion of Personal Data. AI WorkPlace shall delete Personal Data in accordance with the procedures specified in the Security Exhibit.

9. Audits. AI WorkPlace shall make available to Customer all information necessary to demonstrate compliance with the obligations laid down in this DPA as set forth in the Security Exhibit.

10. Compliance with Privacy Laws and Cooperation.

10.1. General Compliance. AI WorkPlace shall Process Personal Data in accordance with Privacy Laws directly applicable to AI WorkPlace's provision of the Services.

10.2. Cooperation.

10.2.1. Assessments. To the extent required by Privacy Laws and upon Customer's written request, AI WorkPlace shall reasonably assist Customer to carry out a Data Protection

Impact Assessment and provide Customer with a Transfer Impact Assessment where required under the SCCs.

10.2.2. Legally Required Disclosure. AI WorkPlace will not provide access to nor disclose Personal Data to law enforcement or other public authorities unless required to do so by law. AI WorkPlace will notify Customer promptly of any legally binding request for disclosure of Personal Data by a law enforcement authority or any other public authority (“Personal Data Disclosure”), unless such notification is otherwise prohibited. AI WorkPlace will reasonably challenge any requests for Personal Data Disclosure that are not, in its opinion, legally binding or lawful.

#### 10.2.3. Government Requests.

a. If AI WorkPlace is prohibited from notifying Customer about the Government Request, AI WorkPlace agrees to use its reasonable best efforts to obtain a waiver of the prohibition, to be permitted to communicate as much information about the request and as soon as possible.

b. AI WorkPlace agrees to review the legality of the Government Request and to exhaust commercially available remedies to challenge the request if it concludes that there are reasonable grounds under the laws of the country of destination to do so. In such event, AI WorkPlace will seek interim measures with a view to suspend the effects of the request until the court has decided on the merits.

c. AI WorkPlace agrees to provide the minimum amount of information permissible when responding to a Government Request, based on a reasonable interpretation of the request.

10.3. Data Protection Officer. AI WorkPlace has appointed a data protection officer that can be reached at [privacy@aiworkplace.ai](mailto:privacy@aiworkplace.ai)

### 11. Miscellaneous Terms.

11.1. Parties. By signing the Agreement, Customer enters into this DPA on behalf of itself and, to the extent required under Privacy Laws, in the name and on behalf of its Authorized Affiliates, if and to the extent AI WorkPlace Processes Personal Data for which such Authorized Affiliates qualify as the Controller.

11.2. Updates to the DPA. AI WorkPlace may modify the terms herein from time to time by posting a revised version on the AI WorkPlace website. The modified terms will become effective upon posting.



11.3. Conflict. In the event of any conflict or discrepancy between this DPA and the Agreement with respect to the subject matter herein, this DPA shall prevail.

11.4. Survival. AI WorkPlace's obligations under this DPA will survive expiration or termination of the Agreement and completion of the Services as long as AI WorkPlace Processes Personal Data.

11.5. Notices. To be deemed duly received, any notice or request from Customer to AI WorkPlace pursuant to this DPA shall be sent by e-mail to [privacy@aiworkplace.ai](mailto:privacy@aiworkplace.ai).

Appendix to the DPA

ANNEX I – DESCRIPTION OF THE TRANSFER

A. LIST OF PARTIES

Data exporter(s):

Name:	Customer, as set out in the Agreement.
Address:	As set out in the Agreement.
Contact person's name, position and contact details:	As set out in the Agreement.
Activities relevant to the data transferred under this DPA and SCCs:	Use of the Services pursuant to the Agreement.
Signature and date:	This Annex 1 will be deemed executed upon the Acceptance of Terms and Policies on the Order.
Role (controller/processor):	Controller or Processor as determined by Privacy Laws.

Data importer(s):

Name:	1563847 B.C. Ltd
Address:	115 - 250 Schoolhouse Street, Coquitlam, BC, V3K 6V7, Canada
Contact person's name, position and contact details:	Jordan Redford, Co-Founder <a href="mailto:privacy@aiworkplace.ai">privacy@aiworkplace.ai</a>
Activities relevant to the data transferred under this DPA and SCCs:	Processing necessary to provide and improve the Services, pursuant to the Agreement. This includes: <ul style="list-style-type: none"><li>- Application hosting and infrastructure services</li><li>- Database storage and management</li><li>- AI-powered features including natural language processing, semantic search, document analysis, conversational AI, image generation, and vector storage</li><li>- Voice-to-text processing</li><li>- User authentication and session management</li><li>- Chat and collaboration features</li><li>- File metadata storage and management</li><li>- Usage analytics and performance monitoring</li></ul>
Signature and date:	This Annex 1 will be deemed executed upon the Acceptance of Terms and Policies on the Order.

Role (controller/processor):	Processor (or Sub-Processor) as determined by Privacy Laws.
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## B. DESCRIPTION OF TRANSFER

<p>Categories of data subjects whose personal data is transferred</p>	<p>Customer may submit Personal Data to the Hosted Services, the extent of which is determined and controlled by Customer in its sole discretion and which may include, but is not limited to, Personal Data relating to the following categories of data subjects:</p> <ul style="list-style-type: none"><li>• Customer's Users. Users may include, for example, Customer's employees, consultants, contractors, consumers, agents and website users, as applicable.</li><li>• Employees, agents, advisors, freelancers of Customer (who are natural persons).</li><li>• Prospects, customers, business partners and vendors of Customer (who are natural persons).</li><li>• Employees or contact persons of Customer's prospects, Customer's customers, Customer's business partners and Customer's vendors.</li><li>• Any individual whose Personal Data is processed.</li></ul>
<p>Categories of personal data transferred</p>	<p>Customer may submit Personal Data to the Hosted Services, the extent of which is determined and controlled by Customer in its sole discretion, and which may include, but is not limited to, the following categories of Personal Data:</p> <p>Usage data</p> <ul style="list-style-type: none"><li>• IP Address</li></ul>

	<ul style="list-style-type: none"><li>• Globally unique identifier (e.g., Client ID)</li><li>• User Agent (e.g., user browser information)</li><li>• User ID</li><li>• Tenant ID</li><li>• Session ID</li><li>• Geolocation information</li><li>• Commercial information (e.g., products or services considered, purchased, consumption history)</li><li>• Typing and speech utterance (e.g., query terms, chatbot input, voice-to-text transcriptions, AI prompts)</li><li>• Individual's preferences</li><li>• Chat and conversation history</li><li>• File metadata (file names, upload dates, file types)</li><li>• Login and authentication records</li><li>• Any other data category transmitted by Customer</li></ul> <p>Content data</p> <ul style="list-style-type: none"><li>• Documents that relate to an individual</li><li>• Contact data (first name, last name, position, e-mail address, street address, phone number, etc.)</li><li>• Professional or employment-related data (company, position, employer, employee number, etc.)</li></ul>
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	<ul style="list-style-type: none"> <li>• Images uploaded for processing or generation</li> <li>• Voice recordings for transcription</li> <li>• Any other data category transmitted by Customer</li> <li>• The contents of a consumer's mail, email, and text message to the extent this is defined as sensitive pursuant to Privacy Laws</li> </ul>
Sensitive data transferred (if applicable) and applied restrictions or safeguards	Customer controls what data is uploaded. AI WorkPlace implements technical and organizational measures as described in Annex II. Unless otherwise agreed in writing, Customer shall not upload protected health information (HIPAA), payment card data (PCI DSS), or export-controlled data.
The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis).	The Personal Data will be transferred on a continuous basis.
Nature of the processing	Collection, recording, organization, structuring, storage, adaptation, consultation, use, disclosure, transfer, AI-powered analysis and generation, voice-to-text conversion, semantic search, vector embedding, and other processing activities necessary to provide the Services.

<p>Purpose(s) of the data transfer and further processing</p>	<p>AI WorkPlace will only process Personal Data in the course of providing or improving the Services, as specified in the Agreement. This includes:</p> <ul style="list-style-type: none"> <li>- Providing AI-powered search and retrieval</li> <li>- Generating AI responses to user queries</li> <li>- Document analysis and summarization</li> <li>- Voice-to-text transcription</li> <li>- Image generation and processing</li> <li>- Maintaining chat and collaboration features</li> <li>- User authentication and access management</li> <li>- Service performance monitoring and improvement</li> <li>- Technical support and troubleshooting</li> </ul>
<p>The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period</p>	<p>Personal Data will be retained as follows and outlined in the DPA:</p> <ul style="list-style-type: none"> <li>- Active subscription: Throughout the Term of the Agreement</li> <li>- Post-termination: Personal Data will be deleted within 30 days of termination unless otherwise required by law or as specified in the Security Exhibit</li> <li>- Backups: Personal Data in backups will be deleted according to backup retention policies (maximum 90 days)</li> <li>- Audit logs: May be retained for up to 1 year for security and compliance purposes</li> </ul>



For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing	<p>Sub-Processors will process Personal Data in accordance with the Controller's instructions. In particular:</p> <ul style="list-style-type: none"> <li>• The processing involves Collection, recording, organization, structuring, storage, adaptation, consultation, use, disclosure, transfer of Personal Data.</li> <li>• Personal Data will be retained within the period set forth in the DPA.</li> </ul>
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#### C. COMPETENT SUPERVISORY AUTHORITY

*Competent supervisory authority/ies to be identified by Customer in accordance with Clause 10 .*

## **ANNEX II TECHNICAL AND ORGANISATIONAL MEASURES**

AI WorkPlace maintains administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Personal Data. Those security measures are described in the Security Exhibit made available by AI WorkPlace upon request from Customer.

Key Security Measures Include:

- Encryption of data in transit (TLS 1.2+) and at rest (AES-256)
- Role-based access controls and authentication
- Regular security assessments and penetration testing
- Incident response and monitoring procedures
- Backup and disaster recovery procedures
- Secure development practices
- Employee confidentiality agreements and security training
- Physical security controls at hosting facilities (managed by Microsoft Azure)
- Network segmentation and firewall protections
- Regular security updates and patch management

For complete details, please request the full Security Exhibit from [privacy@aiworkplace.ai](mailto:privacy@aiworkplace.ai).