

THIS TRIAL EVALUATION AGREEMENT (“AGREEMENT”) IS BETWEEN: (i) LUMINANCE TECHNOLOGIES LTD, A PRIVATE LIMITED COMPANY REGISTERED IN ENGLAND AND WALES WITH COMMERCIAL REGISTRATION NUMBER 09857705 AND ITS REGISTERED ADDRESS AT NINE HILLS ROAD, CAMBRIDGE, CB2 1GE (“LUMINANCE”) AND (ii) THE ENTITY OR ORGANIZATION TO WHICH YOU AS A USER OF THE PRODUCT IS AN EMPLOYEE OR AUTHORISED AGENT (“CUSTOMER” OR “YOU”). THESE TERMS & CONDITIONS FORM A LEGALLY BINDING AGREEMENT BETWEEN YOU AND LUMINANCE. BY TICKING THE BOXES BELOW YOU ARE ACCEPTING THESE TERMS AND CONDITIONS AND YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD THIS AGREEMENT, AND YOU AGREE (ON YOUR OWN BEHALF OR, IF YOU REPRESENT AN ENTITY OR OTHER ORGANIZATION, ON BEHALF OF THAT ENTITY OR ORGANIZATION AND ANY OTHER INDIVIDUALS WITHIN THAT ENTITY OR ORGANIZATION USING OR ACCESSING THE OFFERING) TO BE BOUND BY THE TERMS AND CONDITIONS AS OF THE DATE ON WHICH YOU ACCEPT BELOW (SUCH DATE, THE “**COMMENCEMENT DATE**”).

Defined Terms

Terms defined shall have the meanings given below. Defined terms may be used in the singular or plural depending on the context.

“**Ask Lumi**” means the additional interactive Product interface (which the Customer may opt-in to using by selecting it within the Product) created by Luminance;

“**AWS**” means Amazon Web Services as provided by Amazon AWS and its sub-processors (as detailed at <https://aws.amazon.com/compliance/sub-processors> and as may be updated from time to time);

“**Commencement Date**” means the date these terms and conditions are accepted by the Customer as per ticking the boxes below and clicking submit;

“**Customer Data**” means any documents, data or Customer Confidential Information that Customer uploads to the Product under this Agreement (which, for the avoidance of doubt, may include information about underlying legal documents, metadata related to those documents, and the results of analysis thereof);

“**Data Protection Laws**” means all applicable data protection and privacy legislation in force from time to time, including (without limitation): (a) the General Data Protection Regulation (Regulation (EU) 2016/679) (“EU GDPR”); (b) EU GDPR, as incorporated by the European Union (Withdrawal) Act 2018 and the Data Protection Act 2018 (DPA) and as amended and updated by applicable UK secondary legislation (“UK GDPR”); (c) the California Consumer Privacy Act 2018 (“CCPA”); (d) the Privacy and Electronic Communications Regulations 2003 (PECR); and (e) laws relating to personal data and privacy or of similar purpose or effect in any relevant jurisdiction; in each case as amended, updated, re-enacted or replaced from time to time. The terms “Data Controller”, “Data Processor”, “Data Subject”, “Personal Data”, “Personal Data Breach” and “processing” shall have the meanings ascribed to them in the GDPR or the UK GDPR, as applicable;

“**Intellectual Property**” means patents, trademarks, service marks, rights (registered or unregistered) in any designs, applications for any of the foregoing, trade or business names, copyright (including rights in computer software) and topography rights, know-how and other proprietary knowledge and information, internet domain names, rights protecting goodwill and reputation, database rights (including rights of extraction) and all rights and forms of protection of a similar nature to any of the foregoing or having equivalent effect anywhere in the world and all rights under licences and consents in respect of any of the rights and forms of protection mentioned in this definition (and “Intellectual Property Rights” shall be construed accordingly);

“**Documentation**” means user manuals for the Product consisting of the applicable installation guides, service descriptions, technical specifications, and online help files provided by Luminance or available on Luminance’s online portal;

“**Product**” means, one or all of Luminance’s three proprietary software applications (Corporate, Diligence and/or Discovery) hosted on AWS for reviewing and analysing Customer Data as identified and confirmed by Luminance via email, together with any fixes, updates, or enhancements thereto, but not including any additional modules, products or services that Luminance may make commercially available from time to time;

“**Open Source Software**” means Third Party Software that Luminance utilises in the Software pursuant to a licence that requires, as a condition of use, modification and/or distribution of such software, that the software or other software

combined and/or distributed with it be (i) disclosed or distributed in source code form; (ii) licensed for the purpose of making derivative works; (iii) redistributable at no charge; or (iv) redistributable but subject to other limitations;

“**Outputs**” means any reports, outputs and/or documentation (in each case, in human-readable form) generated by the Product based on the Customer Data uploaded to the Product by Customer;

“**PoV**” means this proof of value trial;

“**SCCs**” means the standard contractual clauses for the Personal Data transfers from an EU or UK controller to a processor established in third countries which do not ensure an adequate level of data protection as set out in (i) where the EU GDPR applies, the Annex to Commission Implementing Decision 2021/914 on Standard Contractual Clauses for the transfer of Personal Data to third countries pursuant to Regulation (EU) 2016/679, pursuant to the European Commission Decision of 4 June 2021, as may be updated by the European Commission from time to time; or where the UK GDPR applies, the Standard Data Protection Clauses as issued by the Information Commissioner under s119A(1) DPA, in the form of an (i) International Data Transfer Agreement; or (ii) International Data Transfer Addendum to the EU Commission Standard Contractual Clauses;

“**Software**” means the Luminance or its licensor’s proprietary software utilised by Customer through its usage of the Product, together with all enhancements, error corrections, and/or updates which are generally made available by Luminance as part of the Product. Open Source Software does not form part of the Software and is utilised by Customer and affiliates directly on the terms of the applicable licences, provided that the Open Source Software will nevertheless be deemed to form part of the Software for the purposes of the support, such that Luminance supports it as if it were part of the Software;

“**Trial Period**” means: (i) two (2) weeks from the Commencement Date; or (ii) as otherwise specific by Luminance in writing via email at its sole discretion, with the latter taking precedence for the purposes of this Agreement;

“**Third Party Licensors**” means the suppliers of the Third Party Software to Luminance; and

“**Third Party Software**” means: (i) any software or other technology that is licensed to Luminance from Third Party Licensors which is not proprietary to Luminance, but which Luminance has the necessary rights to license to Customer; and (ii) Open Source Software.

RECITALS

- A. Luminance is the supplier of the commercially available software Product.
- B. The Customer is interested in using the Product for its internal use and business purposes. Luminance has agreed to license the use of the Product on the terms of this Agreement.
- C. Luminance has agreed, by means of a PoV to demonstrate how the Product will fulfil the Customer’s requirements to further achieve its business purpose.
- D. This Agreement was last updated on 27 November 2023.

IT IS THEREFORE AGREED AS FOLLOWS:

1 TERM AND TERMINATION

- 1.1 Customer may use the Product free of charge, from the Commencement Date and for the duration of the Trial Period, for evaluation purposes only. Save as stated in Clause 8.1 below, this Agreement and the rights to use the Product will terminate immediately upon the: (i) expiry of the Trial Period, or (ii) the signing of a product order form for the Product.
- 1.2 Either party may terminate this Agreement for convenience on seven (7) days’ written notice via email to Finance@luminance.com; copying Legal@luminance.com at any time during the Trial Period.

2 BETA TESTING

- 2.1 If Luminance provides Customer with a non-commercially available Product for technical preview or beta testing (a “**Preview Product**”), Customer may use the Preview Product for evaluation purposes, in a non-production test environment only, for the period specified by Luminance (the “**Test Period**”). Customer shall test the Preview Product in accordance with any conditions specified in the readme file and/or any accompanying Documentation, and shall gather and report test data, feedback, comments and suggestions to Luminance. Customer’s right to use the Preview Product shall terminate upon expiry of the Test Period. Luminance makes no warranty it will release a commercial version of the Preview Product, or that a commercial version will contain the same or similar features as the Preview Product.
- 2.2 A staging environment may be made available to Customer from time-to-time for previewing a Preview Product. Such staging environment will, at Luminance’s discretion, be either a shared environment or a private, separate instance of the

Product. Staging environments are typically made available at least two weeks prior to any major Product release and may be subject to charges.

3 LICENSE GRANT AND RESTRICTIONS

- 3.1 The Product and the Software shall throughout the term of this Agreement be the property of Luminance.
- 3.2 Subject to the terms and conditions of this Agreement, Luminance grants to Customer a non-exclusive, non-transferable, non-sub licensable, licence for the duration of the Trial Period: (i) access and use the Product(s) specified above, for Customer's (and its respective affiliate's) internal business purpose (other than as a stand-alone commercial offering), relating to the processing and review of relevant Customer Data; (ii) use the Documentation; and (iii) make a commercially reasonable number of copies of the Documentation, provided that Customer reproduces (including any Outputs) all of Luminance's and its suppliers' copyright notices and proprietary legends on each provided to Customer on the original versions thereof.
- 3.3 Save as expressly provided in Clause 3.2, the Customer will have no right to, will not, and will procure that none of its affiliates will, load, execute, copy, distribute, modify, create derivative works from, sublicense or otherwise enjoy, derive benefit from or exploit the Product or Third Party Software, or permit any other person to do so, and all of Luminance' rights in the Product and/ Third Party Software are fully reserved.
- 3.4 Third Party Software/ Open Source Software. Customer acknowledges that the Product may contain or be accompanied by certain Third Party Software including Open Source Software. Open Source Software is copyrighted and licensed under the GPL/LGPL and other Open Source Software licences. Luminance shall be solely responsible for obtaining and maintaining (at its sole expense) all necessary licenses and other rights to enable Customer to use the Product and to otherwise exploit the rights granted hereunder.
- 3.5 Luminance's proprietary software application shall be hosted on AWS where Customer is located or any other location as otherwise mutually agreed between the Parties in writing via email.
- 3.6 Luminance may retain and utilise on a perpetual basis the results of any usage or learnings of the Product to develop the Product, provided that Luminance ensures no Customer Confidential information or Personal Data is contained therein and Customer is not identified as the source.

4 CONFIDENTIALITY

- 4.1 In this Clause 4, "**Confidential Information**" means any information disclosed by Luminance or the Customer (as the case may be, the "**Disclosing Party**") to the other (the "**Receiving Party**") that is marked confidential, that the Receiving Party knows or reasonably ought to know is confidential, or which is of its nature or the circumstances ought to be understood to be confidential, including (a) any Customer programs or data which come into the possession or control of Luminance, or which are accessible to Luminance, in connection with this Agreement; and (b) Intellectual Property or know-how of a Party, and any other information clearly designated by a Party as being confidential to it.
- 4.2 Each party will treat the other party's Confidential Information as confidential (and for the avoidance of doubt all Customer Data shall be deemed Confidential Information). Confidential Information of one party may only be used by the other party for the purpose of fulfilling obligations or exercising rights under this Agreement, and shared with employees, agents or contractors with a need to know such information to support that purpose ("Representatives"), provided that such Representatives are (a) informed of the confidential nature of the Confidential information and (b) bound by written confidentiality obligations with the Recipient which are no less onerous than those in this Clause 4, in advance of any such disclosure. Notwithstanding the foregoing, the Receiving Party shall remain liable for the acts or omissions of its Representatives.
- 4.3 Confidential information will be protected by the Receiving Party using all reasonable skill and care to prevent unauthorised use or disclosure for five (5) years from the date of receipt or (if longer) for such period as the information remains confidential. These obligations do not cover information that: (i) was known or becomes known to the Receiving Party on a non-confidential basis from a third party, provided that: (A) the Receiving Party has no knowledge that the third party is subject to a confidentiality agreement with the Disclosing Party in respect of the information and (B) such information is not of a type or character that a reasonable person would have regarded it as confidential; (ii) is independently developed by the Receiving Party without violating the disclosing Party's rights; (iii) is or becomes publicly known (other than through disclosure by or through the Receiving Party or one of its Representatives in breach of this Agreement); (iv) was lawfully in the possession of the Receiving Party before the information was disclosed by the Disclosing Party.
- 4.4 A party may disclose Confidential Information where disclosure is required by law or a governmental agency provided that, to the extent lawful so to do, the Receiving Party shall notify the Disclosing Party of the request giving it reasonable opportunity to respond, and cooperate with the Disclosing Party's reasonable, lawful efforts to resist, limit or delay disclosure at the Disclosing Party's expense, and provided that except for making such required disclosure, such information shall otherwise continue to be Confidential Information. On termination of the Agreement, each Party will

promptly return or destroy all Confidential Information of the other Party.

- 4.5 Notwithstanding the foregoing, either Luminance or Customer may disclose such information of the other party in response to a subpoena, judicial, administrative or arbitral order, provided that the party responding to such an order has given prompt notice to and has cooperated with the other in seeking protection against such disclosure at the other party's expense.
- 4.6 It is understood and agreed that money damages would not be a sufficient remedy for any breach of this Clause 4 and that either party shall be entitled to specific performance and injunctive or other equitable relief as remedies for any such breach. Neither Luminance nor Customer will oppose the granting of such relief and each hereby agrees to waive any requirements for the security or posting of any bond in connection with any such remedy. Such remedies shall not be deemed exclusive for breach of this Clause.

Neither Party will make any public statement or issue any public communication regarding any incident described in this Clause 4, without the other Party's prior written consent (not to be unreasonably withheld or delayed), except as strictly required by law or regulation.

5 INTELLECTUAL PROPERTY

- 5.1 Luminance Intellectual Property. Except as expressly set out herein, this Agreement does not grant either Party any rights, implied or otherwise, to the other's Intellectual Property.
- 5.2 Customer Intellectual Property. Customer retains and/or shall own all right, title and interest in and to Customer Data and the content of any Output.

6 LIMITATION OF LIABILITY

- 6.1 The Customer acknowledges that it is in the nature of a trial that the Product is provided strictly as-is, and Luminance gives no warranty in relation to the Product, the Software, their functionality, or their suitability to the Customer's requirements. All warranties and other terms implied by law are, to the fullest permissible extent, hereby excluded.
- 6.2 Nothing in this Agreement will limit or exclude either party's liability for breach of Clauses 4 and 7, or any liability which cannot be limited or excluded by law. Otherwise, Luminance will have no liability for any loss of profits or revenue, any account of profits, any increased costs, any loss of anticipated savings, any loss of opportunity, any loss of goodwill or reputation, any loss or corruption of data, nor for any indirect or consequential loss, and Luminance' maximum aggregate liability to the Customer arising out of or in connection with this Agreement will be limited to £10,000.
- 6.3 Nothing in this Clause 6.2 will limit or exclude any liability for fraud.

7 DATA PROTECTION

The Parties acknowledge that either Party may process Personal Data in accordance with applicable Data Protection Laws and the Parties shall comply with the data processing requirements as set out in [Appendix 1](#). For the purposes of this Agreement, the Customer is the Data Controller and Luminance is a Data Processor for purposes of all applicable Data Protection laws.

8 GENERAL, GOVERNING LAW AND JURISDICTION

- 8.1 Survival. The following provisions shall survive any termination of this Agreement: Clause 3 (*"Licence Grant and Restrictions"*); Clause 4 (*"Confidentiality"*); Clause 6 (*"Limitation of Liability"*); and this Clause 8 (*"General, Governing law and jurisdiction"*).
- 8.2 Entire agreement. This Agreement and the documents referred to in it contain the whole agreement between the parties, and supersede all prior agreements, arrangements and understandings between the parties, relating to its subject matter. Each party acknowledges that, in entering into this Agreement, it does not rely on any statement, representation, assurance or warranty (whether it was made negligently or innocently) of any person (whether a party to this Agreement or not) (each, a **"Representation"**) other than as expressly set out in the Agreement. Each party agrees that the only rights and remedies available to it arising out of or in connection with a Representation will be for breach of the Agreement.
- 8.3 Deletion of Customer Data. Other than as set out in this Agreement and absent written notice from Customer to Finance@luminance.com; copying Legal@luminance.com requesting expedited deletion of Customer Data, Luminance shall maintain Customer Data and full Customer access to the Product for 30 days from termination or expiration of this Agreement (the **"Retention Period"**), during which Customer may download and delete any Customer Data or Outputs from the Product. Following expiry of the Retention Period, Luminance shall delete or destroy all copies of Customer Data (including Outputs) without liability or additional notice. Customer Data (including Outputs) cannot be recovered once deleted or destroyed.
- 8.4 Governing Law. This Agreement and all non-contractual obligations arising out of or in connection with it will be governed by the laws of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to determine any disputes, which may arise out of, under, or in connection with this Agreement. Customer and Luminance agree that the

United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement.

- 8.5 Description of entity. Should the entity described or stated as entering into this Agreement not be correctly stated or incorrectly identified, this Agreement shall be binding on the legal entity or legal entities of which each user is an employee.

For avoidance of doubt, the Commencement Date will be upon the first acceptance by the user of the above Terms and Conditions, and ticking below, thereafter the trial evaluation will start immediately.

[TICKBOX]

Yes, I agree to the above terms and conditions and confirm that by accepting them, I warrant that I have the legal power and authority, whether in my capacity as authorized signatory or as authorised by such signatory, to bind my organization or entity to such terms & conditions for purposes of this Trial only.

[TICKBOX]

I consent to Luminance processing my personal data, including name, title and email address, for the sole purpose of providing this Trial Evaluation Agreement

Appendix 1: Data Processing Addendum

Definitions.

1. For the purposes of this Data Processing Addendum (“DPA”), the terms used herein shall have the meanings set forth in the Agreement. Any terms not specifically defined by this DPA or the Agreement shall have the meanings given by EU GDPR or UK GDPR, as applicable.

Nature, Purpose and Scope of Processing

2. This DPA applies to the processing of Customer Personal Data under the Agreement.
3. The Parties agree that Customer is the Data Controller and Luminance is the Data Processor. The Parties each agree that they shall comply with the Data Protection Laws (as such laws apply to a Data Controller and Data Processor, respectively) in exercising their rights and performing their obligations under this Agreement.
4. The Data Controller instructs the Data Processor to take such steps in the processing of Personal Data as are reasonably necessary for the performance of the Data Processor’s obligations under the Agreement and agrees that such instructions as provided herein constitute its full and complete instructions as to the means by which Personal Data shall be processed.
5. The duration of the processing under this DPA shall equal the Term of the Agreement.

Types and Categories of Personal Data

6. The categories of Customer Personal Data may include but are not limited to the Data Controller’s clients, employees, contractors, suppliers and professional advisors and any other categories of Personal Data that may be contained in the Customer Data uploaded to the Product.
7. The types of Personal Data may include, but are not limited to names, phone numbers, addresses, and any other types of Personal Data that may be contained in the Customer Data uploaded to the Product.

Data Processor Obligations

8. The Data Processor shall not use Personal Data save for the purposes of providing the Product and Support as instructed herein unless required to do so by applicable law, in which case the Data Processor shall, to the extent legally permissible, inform the Data Controller of that legal requirement before processing.
9. The Data Processor shall immediately inform the Data Controller if, in the Data Processor’s opinion, an instruction from the Data Controller infringes the Data Protection Laws.

Confidentiality and Security

10. The Data Processor shall take reasonable steps to ensure the reliability of any persons authorised to process any Personal Data, and it shall ensure that all such persons have committed themselves to confidentiality.
11. Taking into account the nature, scope, context and purposes of processing, the Data Processor has implemented and will maintain for the Term the appropriate administrative, physical, technical and organisational measures to protect any Personal Data accessed or processed by it against unauthorised or unlawful processing or accidental loss, destruction, damage or disclosure.

Subprocessing

12. Save as expressed herein, the Data Processor shall not without the prior written consent of Controller, engage any subprocessors for the processing of Personal Data under this Agreement.
13. The Data Controller hereby gives its prior and general authorisation to the Data Processor to authorise the Data Processor’s subprocessors (as set out in Appendix 2) to act for the Data Processor in the provision of the Product, provided that:

- a. The subprocessors are subject to comply with the obligations imposed on the Data Processor and applicable Data Protection Laws;
- b. The Data Processor shall inform the Data Controller of any intended changes concerning the addition or replacement of the subprocessors; and
- c. The Data Processor shall be fully liable for any breach by the subprocessors of any of the data protection obligations hereunder.

Cross-Border Transfers

14. Save as expressed herein, if Personal Data originates in the United Kingdom or the European Economic Area (“EEA”), the Data Processor will not transfer such Personal Data outside the EEA or the United Kingdom without the prior written consent of Controller and without implementing the appropriate data transfer instrument and adequate safeguards of (as defined by the Information Commissioner’s Office, from time to time) in accordance with the Data Protection Laws.
15. Customer Data will be hosted in the AWS Region as agreed between Luminance and Customer in writing. Notwithstanding the foregoing, Controller acknowledges and consents to the processing of Personal Data outside of the EEA or the the United Kingdom, solely and to the extent necessary for the Data Processors to provide Support and for which purposes the applicable data transfer instrument shall apply.
16. Luminance will rely on the EU-U.S. Data Privacy Framework (“EU-U.S. DPF”) and the UK Extension to the EU-U.S. Data Privacy Framework as a legal framework for transfers of personal information from the EU to the United States, and from the UK to the United States, respectively.
17. Luminance will rely on the Swiss-U.S. DPF (“Swiss-U.S. DPF”) as a legal framework to transfer personal information from Switzerland to the United States, once the applicable local authorities approve the adequacy decisions. Until such date, Luminance continues to rely on the SCCs for the purposes of Swiss Data Protection Laws.
18. Save as set out in clause 16 of the DPA, any transfer of Personal Data from the UK or the EEA to third countries which do not ensure an adequate level of data protection where processors are established shall be in accordance with the SCCs. The SCCs shall come into effect and be incorporated from the date of the first relevant transfer. Any processing of such Personal Data shall be (i) under the SCCs; (ii) reflect the subject matter, purpose and scope of Personal Data processed under this DPA; and (iii) subject to the technical and organisational measures provided for by the Data Processor. Either Party may, at any time with not less than 30 days’ notice, revise this Clause 7.3 by replacing it with any applicable form of SCC with the agreement of both Parties by way of amendment to this Agreement.

Data Subject Requests and Assistance

19. The Data Processor shall notify Customer within three (3) days if it receives: (a) A request from a Data Subject to have access to that person’s Personal Data; or (b) A complaint or request relating to the Customer’s obligations under the Data Protection Laws; or (c) Any other communication relating directly or indirectly to the Processing of any Personal Data in connection with this Agreement.
20. Taking into account the nature of processing and the information available to the Data Processor, the Data Processor will provide reasonable support to the Data Controller in (i) in complying with any legally mandated request for access to or correction of any Personal Data by a data subject under Chapter III GDPR; (ii) in responding to requests or demands made to the Data Controller by any court or governmental authority responsible for enforcing privacy or data protection laws; and (iii) in its preparation of a Data Protection Impact Assessment.

Personal Data Breach

21. In the event that the Data Processor suffers or becomes aware of a Personal Data Breach it will inform the Data Controller within twenty-four (24) hours of becoming aware of the same and take reasonable steps to mitigate the effects and to minimise any damages resulting from such breach.
22. To the extent reasonably possible, the notification to the Data Controller shall include: (i) a description of the nature of the incident, including where possible the categories and approximate number of data subjects concerned and the categories and approximate number of Personal Data records concerned; (ii) the name and contact details of the Data Processor’s data protection officer or another contact point where more information can be obtained; (iii) a description of the likely consequences of the incident; and (iv) a description of the measures taken or proposed to be taken by the Data Processor to address the incident including, where appropriate, measures to mitigate its possible adverse effects.

Audit

23. On the Data Controller's written request, and subject to appropriate confidentiality obligations, the Data Processor will make available to the Data Controller: (i) a copy of its current ISO 27001 certification; and (ii) Information reasonably requested by the Data Controller with regards to the Data Processor's processing of Personal Data under this DPA. The Data Controller agrees to exercise any right it may have to conduct an audit or inspection under GDPR (or the EU Model Clauses if they apply) in the first instance by requesting the foregoing information.
24. In the event that the foregoing does not confirm the Data Processor's compliance with the obligations laid down herein or an onsite inspection is required by a supervisory authority, then the Data Processor will, subject to appropriate security and confidentiality arrangements, allow for and contribute to such inspection, and the Data Controller shall bear any costs associated with such audit.

Data Return and Destruction.

25. On termination of the Agreement and in accordance with Clause 8.3, the Data Processor shall delete or return to Controller's (in accordance with Controller's written instructions) all Personal Data in its and/or its subprocessors' possession or control.

Data Privacy Framework

26. On 10 July 2023, the European Commission's adequacy decision for the EU-U.S. DPF entered into force, followed by the Swiss-U.S. Data Privacy Framework on 17 July 2023 and the UK extension to the EU-U.S. DPF on 12 October 2023.
27. Luminance complies with the EU-U.S. DPF and the UK Extension to the EU-U.S. DPF, and the Swiss-U.S. DPF as set forth by the U.S. Department of Commerce. Luminance has certified to the U.S. Department of Commerce that it adheres to the EU-U.S. Data Privacy Framework Principles with regard to the processing of personal data received from the EU and the UK in reliance on the EU-U.S. DPF and the UK Extension to the EU-U.S. DPF.
28. Luminance certified to the United States Department of Commerce that it adheres to the Swiss-U.S. Data Privacy Framework Principles with regard to the processing of personal data received from Switzerland in reliance on the Swiss-U.S. DPF.
29. Further details on the Data Privacy Framework Program may be seen here <https://www.dataprivacyframework.gov/>. [Luminance's certification may be located here.](#)

Order of Precedence.

30. In a conflict between this Appendix (Data Protection) and Clause 4 of the Agreement (Confidentiality), the provisions that offers greater protection for Personal Data will apply.

Appendix 2: List of Subprocessors

Luminance, in its role as a Processor, currently uses the following subprocessors in the processing of personal data for the purposes of providing the Product:

Subprocessor	Service Provided	Location	Data Processed	Further Details
Luminance, Inc	24/7 Support services	United States	Limited data as needed to provide customer support to Controller.	n/a
AWS	Cloud-hosting	The location is dependent on the geographic hosting location, the list of AWS entities can be found here: https://aws.amazon.com/compliance/sub-processors/	Data which is uploaded to the Product by Controller.	n/a
Microsoft Azure	Luminance runs a dedicated, segregated Microsoft Azure server for Ask Lumi (additional service)	European Union (default) (United States may be used as choice of server location on request of the Controller)	Limited data as needed to provide answers to the Controller of the data. No data passed to OpenAI.	Only used to provide parts of the service within the Product (Ask Lumi). Controller may 'opt out' of the additional Ask Lumi service by ceasing to use the functionality within the service or by raising a Support ticket to disable.
OpenAI, L.L.C ("OpenAI")	Ask Lumi (additional service)	United States	Limited data as needed to provide answers to the Controller of the data. Data is deconstructed and redacted by Luminance prior to any transfer of transformed data or metadata.	Once the Customer selects/clicks on the Ask Lumi function, data which is uploaded or active on the Product may be processed, and/or redacted and processed (if possible), by OpenAI on Controller's instructions, on behalf of the Processor. The Controller recognises and agrees that by opting in to using Ask Lumi, in certain circumstances redaction may not be possible (for example with respect to the actual words/data entered as a query or requested redraft), and that the processor shall not be responsible or liable for any confidentiality or intellectual property issues which may arise as a direct result (superseding any terms set out in the Agreement). Controller may 'opt out' of the additional Ask Lumi service by ceasing to use the functionality within the service or by raising a Support ticket to disable.

