

Data Processing Addendum

This Data Processing Addendum (“**DPA**”) forms part of the agreement for certain Services (the “**Agreement**”) between Copyright Clearance Center, Inc. or the relevant CCC Affiliate (in either case, “**CCC**” or the “**Provider**”) and the customer identified in such Agreement (“**Customer**”). Provider and Customer are referred to as a “**Party**” and collectively as the “**Parties**.” This DPA is a binding agreement between Provider and Customer and shall govern any Processing of Personal Data (as such terms are defined below) by Provider under the Agreement; provided that this DPA shall not apply where there is a separate written, mutually executed agreement in place between the Parties which expressly governs the Processing of Personal Data under the Agreement. Except as modified by this DPA, the terms of the Agreement shall remain in full force and effect.

1. DEFINITIONS AND INTERPRETATION

Capitalized terms used in this Data Processing DPA shall have the meanings set forth below.

1.1 “**Agreement**” has the meaning set forth above;

1.2 “**Annex**” or “**Annexes**” means the Annex(es) to the EU Standard Contractual Clauses (as defined below) which apply to the Services provided under the Agreement, as such Annexes are made available by CCC or the relevant CCC Affiliate at: https://www.copyright.com/services_euscc_annex_directory/

1.3 “**Applicable Data Protection Laws**” means all laws and regulations, including laws and regulations of the United States, European Union, the European Economic Area, their member states and the United Kingdom, which are applicable to the processing of Personal Data under the Agreements, including but not limited to the EU General Data Protection Regulation (2016/679) (“**GDPR**”), the “**UK GDPR**” as tailored by the UK Data Protection Act 2018, and any applicable U.S. federal or state law (and its implementing regulations, as applicable) governing the processing of Personal Data;

1.4 “**CCC Affiliate**” means the direct or indirect subsidiary of Copyright Clearance Center, Inc. that is a party to the Agreement;

1.5 The terms “**Controller**”, “**Processor**”, “**Data Subject**”, “**Personal Data Breach**,” each have the meanings given to them under Applicable Data Protection Laws. “**Personal Data**” shall mean “personal data” or “personal information,” or similar terms as defined under Applicable Data Protection Laws, that is Processed pursuant to the Agreement;

1.6 “**Mandatory Clauses**” means the Part 2: Mandatory Clauses of the UK SCC Addendum;

1.7 “**Processing**” has the meaning set out under Applicable Data Protection Laws and “**Process**” and “**Processed**” shall be construed accordingly;

1.8 “**Services**” means those services to be provided by Provider to Customer pursuant to the Agreement;

1.9 “**Supervisory Authority**” has the meaning given to that term under Applicable Data Protection Laws;

1.10 “**UK SCC Addendum**” means the template Addendum B.1.0 issued by the Information Commissioner’s Office and laid before UK Parliament in accordance with s119A of the UK Data Protection Act 2018, effective as of 21 March 2022, as it is revised under Section 18 of the Mandatory Clauses.

2. DATA PROTECTION

2.1 Each Party will comply with Applicable Data Protection Laws with respect to the Processing of Personal Data pursuant to the Agreement. The following provisions of this Section 2 are in addition to, and

do not relieve, remove or replace, a Party's obligations under the Applicable Data Protection Laws or under the Agreement. Each Party acknowledges and agrees that Customer is the Controller and Provider is the Processor under this DPA.

2.2 With regard to any transfers of Personal Data to countries that do not provide adequate protection for such data (as determined by the Applicable Data Protection Laws), the Parties agree as follows:

(a) Transfers from the European Economic Area (EEA). The Parties acknowledge and agree that the European Commission has adopted standard contractual clauses that became effective from 4 June 2021 ("**EU Standard Contractual Clauses**") to permit the transfer of Personal Data from the European Union to Third Countries. Such EU Standard Contractual Clauses are incorporated herein by reference and shall govern the transfer of Personal Data from the European Union to Third Countries and the Processing of such Personal Data under the Agreement and this DPA. With regard to any transfers of Personal Data from the EEA, "Module 2 – Transfer from Controller to Processor" clauses of the EU Standard Contractual Clauses shall apply. The Parties further agree that under Module 2 of the EU Standard Contractual Clauses:

(i) the optional docking clause in Clause 7 is included;

(ii) Clause 9, subsection (a) shall state: "Provider has the Customer's general written authorization under the Agreement to engage sub-processors from an agreed list. The data importer shall specifically inform the data exporter in writing of any intended changes to that list through the addition or replacement of sub-processors at least 30 in advance, thereby giving the data exporter sufficient time to be able to object to such changes prior to the engagement of the sub-processor(s). The data importer shall provide the data exporter with the information necessary to enable the data exporter to exercise its right to object."

(iii) Clause 11, subsection (a) shall state: "The data importer shall inform data subjects in a transparent and easily accessible format, through individual notice or on its website of a contact point authorized to handle complaints. It shall deal promptly with any complaints it receives from a data subject."

(iv) under Clause 13(a) the brackets shall be removed such that the appropriate provision will apply as applicable.

(v) per Clause 17, the EU Standard Contractual Clauses shall be governed by the law of The Netherlands; and

(vi) per Clause 18, the courts of The Netherlands shall resolve any dispute arising from the EU Standard Contractual Clauses.

(b) Transfers from the United Kingdom. To the extent the Processing includes any Restricted Transfers as defined in the UK GDPR, the UK SCC Addendum including without limitation the Mandatory Clauses are hereby incorporated by reference. For purposes of such UK SCC Addendum in relation to this DPA, the "Addendum EU SCCs" as referenced therein shall mean Module 2 of the EU Standard Contractual Clauses, and the "Appendix Information" referenced therein as well as the names of the Parties, their roles, key contacts, and their details each shall be as provided in the Annexes applicable to the Services. For the purposes of Table 1 of the UK SCC Addendum, the start date shall be the later of: (i) the most recent date of the DPA accepted by Customer, or (ii) the date the Agreement is entered into by the Parties. For the purposes of Table 4, as it relates to Section 19 of the UK SCC Addendum, neither Party may end the UK SCC Addendum.

2.3 Provider will perform Processing activities in relation to Personal Data provided or made accessible by or on behalf of Customer, and/or by Data Subjects who use the Services, as part of the Services, which Personal Data shall be provided to Provider either with the consent of the Data Subject(s) as obtained by Customer, or as supported by another legal basis, in accordance with Applicable Data Protection Laws.

2.4 The details of the Data Processing under the Agreement are as set forth in the Annexes applicable to the Services.

2.5 Without prejudice to the generality of this Section 2, Provider shall:

(a) Process Personal Data only on the written instructions of the Customer, unless Provider is required to do otherwise by Applicable Data Protection Laws or other applicable laws;

(b) ensure that it has in place appropriate technical and organizational measures to protect against unauthorized or unlawful Processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorized or unlawful Processing or accidental loss, destruction or damage and the nature of the Personal Data to be protected, taking into account the state of technological development and the cost of implementing any measures, ensuring confidentiality, integrity, and availability of Processor's systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner in the event of a Personal Data Breach, and regularly assessing and evaluating the effectiveness of the technical and organizational measures adopted by it;

(c) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential and to treat the Personal Data in accordance with this DPA; and

(d) not transfer any Personal Data to countries outside of the European Union, the European Economic Area, Switzerland or the United Kingdom which do not ensure an adequate level of data protection within the meaning of the Applicable Data Protection Laws ("**Third Countries**"), unless the following conditions are fulfilled:

(i) Provider has provided appropriate safeguards in relation to the transfer;

(ii) Provider complies with its obligations under the Applicable Data Protection Laws by providing an adequate level of protection to any Personal Data that is transferred; and

(iii) Provider complies with reasonable instructions provided to it in advance by Customer with respect to the processing of the Personal Data;

(e) assist Customer in responding to any request from a Data Subject and in complying with its obligations under Applicable Data Protection Laws with respect to security, Personal Data Breach notifications, impact assessments and consultations with supervisory authorities or regulators;

(f) notify Customer promptly on becoming aware of a Personal Data Breach and provide further information about the Personal Data Breach to the Customer without undue delay as such information becomes available;

(g) at the written direction of Customer, delete or return Personal Data and copies thereof to Customer on termination of the Agreement unless permitted by the Applicable Data Protection Laws to store the Personal Data;

(h) maintain complete and accurate records and information to demonstrate its compliance with this Section 2 and conduct periodic audits to verify the adequacy of its privacy and security measures, which audits (a) will be performed at least annually; (b) will be performed according to ISO/IEC 27001:2013 ("**ISO 27001**") standards or such other alternative standards that are substantially equivalent to ISO 27001; (c) will be performed by independent third party security professionals at Provider's selection and expense; and (d) will result in the generation of an audit report ("**Report**"), which will be Provider's Confidential Information under the Agreement;

(i) provide a copy of the Report to Customer upon Customer's written request, subject to appropriate non-disclosure agreement; and further, if in the reasonable opinion of Customer, the Report does not

provide adequate information to assess Provider's compliance with Applicable Data Privacy Laws, Customer shall notify Provider in writing of the specific information that Customer deems to be inadequate, and Provider will use commercially reasonable efforts to provide, within 30 days of receipt of the notification, further information as necessary to render the identified information adequate, and the Parties shall escalate any dispute regarding the information to its appropriate officers for resolution. If the Parties are unable to resolve the dispute after reasonable efforts, Customer shall, at Provider's request, allow for and contribute to audits of the information deemed inadequate in Customer's reasonable opinion; in which case Provider shall permit the Customer or another auditor mandated by the Customer to inspect, copy and review any relevant records to assess Provider's compliance with the provisions of Applicable Data Protection Laws as required pursuant to Clauses 8.9(c) and 8.9(d) of the EU Standard Contractual Clauses. Any such review shall be subject to Provider's data privacy and security and confidentiality obligations to third parties;

(j) inform Customer promptly if it considers in its opinion that any of the Customer's instructions violate the Applicable Data Protection Laws;

(k) if Provider enters into an agreement with a third party Subprocessor to fulfill its responsibilities under the Agreement, ensure that such agreement incorporates terms which are substantively the same as those set out in this Section 2. Provider's current Subprocessors are set forth in the applicable Annex III. Provider shall specifically inform Customer in writing of any intended changes to that list through the addition or replacement of Subprocessors at least 30 in advance, thereby giving the data exporter sufficient time to be able to object to such changes in accordance with Applicable Data Protection Laws.

(l) provide the level of privacy protection required under Applicable Data Protection Laws.

2.6 Customer represents, warrants, and covenants that: (i) it has (and will have) Processed, collected, and disclosed all Personal Data provided to or made accessible by or on behalf of Customer and/or by Data Subjects who use the Services in compliance with applicable law and provided any notice and obtained all consents and rights required by applicable law to enable Provider to lawfully Process Personal Data provided to or made accessible by or on behalf of Customer and/or by Data Subjects who use the Services as permitted by the Agreement and/or this DPA; (ii) it has (and will continue to have) full right and authority to make Personal Data provided to or made accessible by or on behalf of Customer and/or by Data Subjects who use the Services available to Provider under the Agreement and this DPA; and (iii) Provider's Processing of Personal Data provided to or made accessible by or on behalf of Customer and/or by Data Subjects who use the Services in accordance with the Agreement, this DPA, and/or Customer's instructions does and will not infringe upon or violate any applicable law or any rights of any third party.

3. MISCELLANEOUS

3.1 Notwithstanding anything to the contrary in the Agreement, the Parties agree that upon any renewal of the Agreement, the then-current version of this DPA (as made available at <https://www.copyright.com/dpa-mod2/>), the EU Standard Contractual Clauses and UK SCC Addendum shall take effect and shall supersede any prior versions.

3.2 In the event of inconsistencies between the provisions of this DPA and the Agreement, the provisions of this DPA shall prevail with regard to the Processing of Personal Data. In the event of any conflict or inconsistency between this DPA and the EU Standard Contractual Clauses (as modified by the UK SCC Addendum as applicable), the EU Standard Contractual Clauses shall prevail.

Last updated 13 July 2023