

DATA PROCESSING ADDENDUM

This Data Processing Addendum (“*DPA*”) sets forth the terms and conditions governing the privacy, security and Processing of Customer Personal Data. This DPA is incorporated into and forms a part of the Master Service Agreement (“*Agreement*”). Except as modified below, the Agreement’s terms shall remain in full force and effect.

HOW AND WHEN THIS DPA APPLIES

- As provided for in the terms and conditions of the Agreement, this DPA is automatically incorporated into and forms a binding and effective part of the Agreement on and from the Addendum Effective Date.
- This DPA applies only if and to the extent Applicable Data Protection Laws govern Morressier’s Processing of Customer Personal Data in performance of the Services as a ‘processor’, ‘service provider’ or similar role defined under Applicable Data Protection Laws.
- Morressier’s privacy policy, available at <https://www.morressier.com/company/privacy-policy>, applies to Morressier’s Processing of all other Personal Data, including such Processing for its own business/customer relationship administration purposes and Service analytics purposes.

1. DEFINITIONS

1.1 In this DPA (including the explanatory notes above) the following terms shall have the meanings set out in this Section 1, unless expressly stated otherwise:

- “(Addendum Effective Date)” means the effective date of the Agreement.
- “(Applicable Data Protection Laws)” means the privacy, data protection and data security laws and regulations of any jurisdiction directly applicable to Morressier’s Processing of Customer Personal Data under the Agreement (including, as and where applicable, CCPA and GDPR and the UK Data Protection Act 2018).
- “(CCPA)” means the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act of 2020 (the “CPRA”), and any binding regulations promulgated thereunder.
- “(Controller)” means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data, including, as applicable, any “business” as that term is defined by Applicable Data Protection Laws.
- “(Customer Personal Data)” means Personal Data that is Processed by Morressier on behalf of Customer in its performance of the Services under the Agreement.
- “(Data Subject)” means the identified or identifiable natural person to whom Customer Personal Data relates.
- “(Data Subject Request)” means the exercise by a Data Subject of its rights in accordance with Applicable Data Protection Laws in respect of Customer Personal Data and Processing thereof.
- “(GDPR)” means, as and where applicable to Processing concerned: (i) the General Data Protection Regulation (Regulation (EU) 2016/679) (“EU GDPR”); and/or (ii) the EU GDPR as it forms part of UK law (as amended from time to time) (“UK GDPR”).
- “(Personal Data)” means “personal data,” “personal information,” “personally identifiable information” or similar term defined in Applicable Data Protection Laws.
- “(Personal Data Breach)” means a breach of Morressier’s security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Customer Personal Data in Morressier’s possession, custody or control. For clarity, Personal Data Breach does not include unsuccessful attempts or activities that do not compromise the security of Customer Personal Data (such as unsuccessful log-in attempts, pings, port scans, denial of service attacks, or other network attacks on firewalls or networked system).

- (k) **“Personnel”** means a person’s employees, agents, consultants, contractors, representatives or other staff.
- (l) **“Process(ing)”** and inflections thereof means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated 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.
- (m) **“Processor”** means a natural or legal person, public authority, agency or other body which Processes Personal Data on behalf of the Controller, including, as applicable, any “service provider” as that term is defined by Applicable Data Protection Laws.
- (n) **“Restricted Transfer”** means the disclosure, grant of access or other transfer of Customer Personal Data to any person located in: (i) in the context of the EU GDPR, any country or territory outside the European Economic Area (the **“EEA”**), which does not benefit from an adequacy decision from the European Commission (an **“EEA Restricted Transfer”**); and (ii) in the context of the UK GDPR, any country or territory outside the UK, which does not benefit from an adequacy decision from the UK Government (a **“UK Restricted Transfer”**), which would be prohibited without a legal basis under Chapter V of the GDPR.
- (o) **“SCCs”** means the standard contractual clauses approved by the European Commission pursuant to implementing Decision (EU) 2021/914.
- (p) **“Sub-Processor”** means any third party appointed by or on behalf of Morressier to Process Customer Personal Data.
- (q) **“Supervisory Authority”** means any entity with the authority to enforce Applicable Data Protection Laws.
- (r) **“UK Transfer Addendum”** means the template Addendum B.1.0 issued by the ICO and laid before Parliament in accordance with section 119A of the Data Protection Act 2018 on 2 February 2022, as it is revised under Section 18 of the UK Mandatory Clauses included in Part 2 thereof (the **“UK Mandatory Clauses”**).

1.2 Unless otherwise defined in this DPA, all capitalized terms in this DPA shall have the meanings given to them in the Agreement.

2. APPLICATION OF THIS DATA PROCESSING ADDENDUM

- 2.1 The front-end of this DPA applies generally to Morressier’s Processing of Customer Personal Data under the Agreement.
- 2.2 Annex 2 (California Annex) applies only if and to the extent Morressier’s Processing of Customer Personal Data on behalf of Customer under the Agreement is subject to the CCPA.
- 2.3 Annex 3 (European Annex) applies only if and to the extent Morressier’s Processing of Customer Personal Data under the Agreement is subject to the GDPR.
- 2.4 Section 9 (Compliance Review) of this DPA applies to Morressier’s Processing of Customer Personal Data to the extent required under Applicable Data Protection Laws for contracts with Processors, and in such cases, only in respect of Processing of Customer Personal Data subject to such laws.

3. PROCESSING OF CUSTOMER PERSONAL DATA

- 3.1 The Parties acknowledge and agree that the details of Morressier’s Processing of Customer Personal Data (including the respective roles of the Parties relating to such Processing) are as described in Annex 1 (Data Processing Details) to the DPA.
- 3.2 Morressier shall not Process Customer Personal Data other than: (a) on Customer’s written instructions; or (b) as required by applicable laws provided that, in such circumstances, Morressier shall inform Customer in writing and in advance of the relevant legal requirement requiring such Processing if and to the extent Morressier is: (i) required to do so by Applicable Data Protection Laws; and (ii) permitted to do so in the circumstances. Customer instructs Morressier to Process Customer Personal Data only to (a) provide the Services to Customer and in accordance with the Agreement; (b)

perform its obligations under the Agreement; and (c) exercise its rights under the Agreement. The Agreement is a complete expression of such instructions, and Customer's additional instructions will be binding on Morressier only pursuant to any written amendment to this DPA signed by both Parties. Where required by Applicable Data Protection Laws, if Morressier receives an instruction from Customer that, in its reasonable opinion, violates Applicable Data Protection Laws, Morressier shall upon awareness notify Customer in writing.

- 3.3 The Parties acknowledge that Morressier's Processing of Customer Personal Data authorized by Customer's instructions stated in this DPA is integral to the Services and the business relationship between the Parties. Access to Personal Data does not form part of the consideration exchanged between the Parties in respect of the Agreement or any other business dealings.

4. **MORRESSIER PERSONNEL**

Morressier shall take all commercially reasonable steps designed to ascertain the reliability of any Morressier Personnel who Process Customer Personal Data. Morressier shall ensure its Personnel who are authorized to Process Customer Personal Data are subject to appropriate contractual confidentiality obligations in the event that they are not otherwise subject to professional or statutory obligations of confidentiality.

5. **SECURITY**

- 5.1 Morressier shall implement and maintain appropriate technical and organizational measures in relation to Customer Personal Data designed to protect Customer Personal Data against Personal Data Breaches as described in Annex 4 (Security Measures) (the "**Security Measures**").
- 5.2 Morressier may update the Security Measures from time to time, provided that it notifies Customer in writing and the updated measures do not decrease the overall protection of Customer Personal Data.

6. **DATA SUBJECT REQUESTS**

- 6.1 Morressier, taking into account the nature of the Processing of Customer Personal Data, shall provide Customer with such assistance as may be necessary and technically feasible to assist Customer in fulfilling its obligations to respond to Data Subject Requests. If Morressier receives a Data Subject Request, Customer will be responsible for responding to any such request.
- 6.2 Morressier shall: (a) promptly notify Customer in writing if it receives a Data Subject Request; (b) not respond to any Data Subject Request, other than to advise the Data Subject to submit the request to Customer, except as required by Applicable Data Protection Laws; and (c) give Customer all assistance it requires in responding to any Data Subject Request.

7. **PERSONAL DATA BREACH**

- 7.1 Morressier shall notify Customer in writing and without undue delay (within 24 hours) upon Morressier's confirmation of a Personal Data Breach affecting Customer Personal Data. Morressier shall provide Customer with information in writing (insofar as such information is within Morressier's possession and knowledge) to allow Customer to meet its obligations under the Applicable Data Protection Laws to report the Personal Data Breach. Morressier's notification of or response to a Personal Data Breach shall not be construed as Morressier's acknowledgement of any fault or liability with respect to the Personal Data Breach.
- 7.2 Customer is solely responsible for complying with applicable laws (including notification laws) and fulfilling any third-party notification obligations related to any Personal Data Breaches, but Morressier shall promptly provide Customer with all requested information relating thereto.
- 7.3 If Customer determines that a Personal Data Breach should be notified to any Supervisory Authority, any other governmental authority, any Data Subject(s), the public or others under Applicable Data Protection Laws or otherwise, to the extent such notice directly refers to or identifies Morressier, where permitted by applicable laws, Customer agrees to: (a) notify Morressier in advance or when reasonably practicable; and (b) in good faith, consult with Morressier and consider any clarifications or corrections Morressier may reasonably recommend or request to any such notification, which: (i) relate to Morressier's involvement in or relevance to such Personal Data Breach; (ii) are consistent with applicable laws; and (iii) are provided to Customer within 24 hours upon request in writing.

8. SUB-PROCESSING

- 8.1 Customer generally authorizes Morressier to appoint Sub-Processors in accordance with this Section 8. Information about Morressier's Sub-Processors, including their functions and locations, is as shown in Appendix 5 (Sub-Processor List) to the DPA, as may be updated from time to time (the "**Sub-Processor List**"). Without limitation, Customer authorizes the engagement of the Sub-Processors listed on the Sub-Processor List. Any changes to this list shall be agreed in accordance with Section 8.2 below.
- 8.2 Where required by Applicable Data Protection Laws:
- (a) In the event Morressier proposes any new or additional Sub-Processor after the Addendum Effective Date, Morressier shall give Customer prior written notice of such appointment, including reasonable details of the Processing to be undertaken by the Sub-Processor by updating the Sub-Processor List and providing Customer with written notice thereof.
 - (b) If, within fourteen (14) days of receipt of a notice from Morressier under Section 8.2(a), Customer notifies Morressier in writing of any objections to the proposed appointment, Morressier shall make available a commercially reasonable change in the provision of the Services, which avoids the use of that proposed Sub-Processor. If Customer does not object to Morressier's appointment of a Sub-Processor during the objection period referred to in this Section 8.2, Customer shall be deemed to have approved the engagement and ongoing use of that Sub-Processor. With respect to each Sub-Processor, Morressier shall maintain a written contract between Morressier and the Sub-Processor that includes terms which offer at least an equivalent level of protection for Customer Personal Data as those set out in this DPA. Morressier shall remain primarily liable for any breach of this DPA by a Sub-Processor.

9. COMPLIANCE REVIEW

- 9.1 Morressier shall make available to Customer on request, information to demonstrate its compliance with this DPA and its performance of its obligations under this DPA consistent with Morressier's obligations under Applicable Data Protection Laws.
- 9.2 Subject to Sections 9.3 to 9.5, in the event that Customer is able to provide documentary evidence that the information made available by Morressier pursuant to Section 9.1 is not sufficient in the circumstances to demonstrate Morressier's compliance with this DPA, Morressier shall allow for and contribute to audits, including on-premise inspections of Morressier's facilities, by Customer or an auditor mandated by Customer in relation to the Processing of Customer Personal Data by Morressier.
- 9.3 Customer shall give Morressier reasonable notice of any audit or inspection to be conducted under Section 9.2 (which shall in no event be less than fourteen (14) days' notice) and shall use its reasonable efforts (and ensure that each of its mandated auditors uses its reasonable efforts) to avoid causing any destruction, damage, injury or disruption to Morressier's premises, equipment, Personnel, data, and business (including any interference with the confidentiality or security of the data of Morressier's other customers or the availability of Morressier's services to such other customers).
- 9.4 If the controls or measures to be assessed in the requested audit are assessed in a SOC 2 Type 2, ISO, NIST or similar audit report performed by a qualified third-party auditor within twelve (12) months of Customer's audit request ("**Audit Report**") and Morressier has confirmed in writing that there have been no known changes in the controls audited and covered by such Audit Report(s), Customer agrees to accept provision of such Audit Report(s) in lieu of requesting an audit of such controls or measures. Morressier shall provide copies of any such Audit Reports to Customer upon request; provided that they shall constitute the confidential information of Morressier, which Customer shall use only for the purposes of confirming compliance with the requirements of this DPA or meeting Customer's obligations under Applicable Data Protection Laws.
- 9.5 Morressier need not give access to its premises for the purposes of such an audit or inspection: (a) where an Audit Report is accepted in lieu of such controls or measures in accordance with Section 9.4; (b) to any individual unless they produce reasonable evidence of their identity; (c) to any auditor whom Morressier has not approved in advance (acting reasonably); (d) to any individual who has not entered into a non-disclosure agreement with Morressier on reasonable terms; (e) outside normal business hours at those premises; or (f) on more than one occasion in any calendar year during the term of the Agreement, except for any audits or inspections which Customer is required to carry out by a

Supervisory Authority. Nothing in this DPA shall require Morressier to furnish more information about its Sub-Processors in connection with such audits than such Sub-Processors make generally available to their customers. Nothing in this Section 9 shall be construed to obligate Morressier to breach any duty of confidentiality.

10. **RETURN AND DELETION**

10.1 Upon expiration or earlier termination of the Agreement for any reason, Morressier shall return and/or delete all Customer Personal Data, including copies, in Morressier's care, custody or control in accordance with Customer's written instructions as to the post-termination return and deletion of Customer Personal Data expressed in the Agreement. To the extent that deletion of any Customer Personal Data contained in any back-ups maintained by or on behalf of Morressier is not technically feasible within the timeframe set out in Customer's written instructions, Morressier shall notify Customer in writing and shall (a) securely delete such Customer Personal Data in accordance with any relevant scheduled back-up deletion routines (e.g., those contained within Morressier's relevant business continuity and disaster recovery procedures (provided to Customer upon request)); and (b) pending such deletion, put such Customer Personal Data beyond any use.

10.2 Notwithstanding the foregoing, Morressier may retain Customer Personal Data where required by applicable laws, provided that Morressier shall Process the Customer Personal Data only as necessary for the purpose(s) and duration specified in the applicable law requiring such retention.

11. **RESPONSIBILITIES**

The Parties shall ensure that all Data Subjects have: (i) been presented with all required notices and statements; and (ii) provided all required consents, in each case (i) and (ii) relating to the Processing by Morressier of Customer Personal Data under the Agreement.

12. **LIABILITY**

The total aggregate liability of either Party towards the other Party, howsoever arising, under or in connection with this DPA will under no circumstances exceed any limitations or caps on, and shall be subject to any exclusions of, liability and loss agreed by the Parties in the Agreement; **provided that**, nothing in this Section 12 shall affect any person's liability to Data Subjects under relevant third-party beneficiary provisions of Applicable Data Protection Laws (if and as they apply).

13. **VARIATION**

Either Party, may on prior written notice to the other Party, and on terms agreed with the other Party in writing, vary this DPA to the extent that (acting reasonably) it considers necessary to address the requirements of Applicable Data Protection Laws from time to time (including by varying or replacing the SCCs in the manner described in Paragraph 2.5 of Annex 3 (European Annex)) and/or to reflect any relevant changes in the Services and its Processing of Personal Data as part thereof.

14. **INCORPORATION AND PRECEDENCE**

14.1 This DPA shall be incorporated into and form part of the Agreement with effect on and from the Addendum Effective Date.

14.2 In the event of any conflict or inconsistency between: (a) this DPA and the Agreement, this DPA shall prevail; or (b) any SCCs entered into pursuant to Paragraph 2 of Annex 3 (European Annex) and this DPA and/or the Agreement, the SCCs shall prevail in respect of the Restricted Transfer to which they apply.

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Annex 1: Data Processing Details

Note: this Annex 1 (Data Processing Details) to the DPA includes certain details of the Processing of Customer Personal Data as required: (a) by Article 28(3) GDPR; and (b) to populate the Appendix to the SCCs in the manner described in Paragraph 2.2(d) of Annex 3 (European Annex).

MORRESSIER DETAILS

Name:	Morressier GmbH
Address:	Invalidenstrasse 5 10115 Berlin Germany
Contact Details for Data Protection:	Role: CEO Email: sami.benchekroun@morressier.com
Morressier Activities:	Morressier provides authors, reviewers, editors, organizers, and publishers with a software service designed to provide access to an integrity-protected publishing platform.
Role:	Processor

CUSTOMER DETAILS

Name:	The entity or other person who is a counterparty to the Agreement.
Address:	Customer's address is the address shown in or determined by the Agreement (including in any Order Form); or if no such address is contained within the Agreement, Customer's principal business trading address – unless otherwise notified to Morressier's contact point noted above.
Contact Details for Data Protection:	Morressier's primary point of contact with Customer; or any other email notified by Customer for the purpose of providing it with Data Protection-related communications or alerts. (Customer agrees that it is solely responsible for ensuring that such contact details are valid and up-to-date and will direct relevant communications to the appropriate individual within its organization.)
Customer Activities:	Customer's activities relevant to this DPA are the use and receipt of the Services as part of its ongoing business operations under and in accordance with the Agreement.
Role:	<ul style="list-style-type: none"> • Controller – in respect of any Processing of Customer Personal Data in respect of which Customer is a Controller in its own right; and/or • Processor – in respect of any Processing of Customer Personal Data in respect of which Customer is itself acting as a Processor on behalf of any other person (including its affiliates, if and where applicable).

DETAILS OF PROCESSING

Categories of Data Subjects:	<p>Any individuals whose Customer Personal Data is comprised within data submitted to the Services by or on behalf of Customer under the Agreement, which shall depend upon the nature of the use of those Services and any systems, platforms or technologies with which Customer integrates the Services and the configuration(s) of such integration(s) – but may include:</p> <ul style="list-style-type: none"> • Customer's end-users, including authors, reviewers, members of staff (including contractors and consultants) and editors of publications. • Individuals whose data is contained in any databases connected to the Services or otherwise Processed or made available as part of the Services. <p>Where any of the above is a business or organization, it includes their Personnel or other relevant natural persons. Each category includes current, past and prospective Data Subjects.</p>
Categories of Personal Data:	Any Customer Personal Data comprised within data submitted to the Services by or on behalf of Customer under the Agreement, which shall

	<p>depend upon the nature of the use of those Services and any systems, platforms or technologies with which Customer integrates the Services and the configuration(s) of such integration(s) – but may include:</p> <ul style="list-style-type: none"> ● Personal details – for example any information that identifies the Data Subject and their personal characteristics, name, age, date of birth and username. ● Contact details – for example business address, email address, telephone details and other contact information. ● Call details – for example information shared with a customer representative while on a customer service or similar call. ● Technological details – for example internet protocol (IP) addresses, unique identifiers and numbers (including unique identifier in tracking cookies or similar technology), pseudonymous identifiers, precise and imprecise location data, internet / application / program activity data, and device IDs and addresses. ● Any other details – for example any Personal Data relating to relevant Data Subjects included in text fields or contained in any databases submitted to the Services or otherwise Processed by Morressier to perform the Services or made available by or on behalf of the Customer to the Services.
Frequency of transfer:	Ongoing – as initiated by Customer and Users in and through its use, or use on its behalf, of the Services.
Nature of the Processing:	Processing operations required in order to provide the Services in accordance with the Agreement and as permitted under Section 3.2 of this DPA.
Purpose of the Processing:	Customer Personal Data shall be processed as permitted under Section 3.2 of this DPA.
Duration of Processing / Retention Period:	For the period determined in accordance with the Agreement and DPA, including Section 10 of the DPA.
Transfers to (sub-) processors:	Transfers to Sub-Processors are as, and for the purposes, described from time to time in the Sub-Processor List (as may be updated from time to time in accordance with Section 8 of the DPA).

Annex 2: California Annex

1. In this Annex 2, the terms “**business**,” “**business purpose**,” “**commercial purpose**,” “**consumer**,” “**sell**,” “**share**,” and “**service provider**” shall have the respective meanings given thereto in the CCPA; and “**personal information**” shall mean Customer Personal Data that constitutes “personal information” as defined in and that is subject to the CCPA.
2. The business purposes and services for which Morressier is Processing personal information are for Morressier to provide the services to and on behalf of Customer and as otherwise set forth in the Agreement, as described in more detail in Annex 1 (Data Processing Details) to the DPA.
3. It is the Parties’ intent that with respect to any personal information, Morressier is a service provider. Morressier (a) acknowledges that personal information is disclosed by Customer only for limited and specific purposes described in the Agreement; (b) shall comply with applicable obligations under the CCPA and shall provide the same level of privacy protection to personal information as is required by the CCPA; (c) agrees that Customer has the right to take reasonable and appropriate steps under and subject to Section 9 (Compliance Review) of the DPA to help ensure that Morressier’s use of personal information is consistent with Customer’s obligations under the CCPA; (d) shall notify Customer in writing of any determination made by Morressier that it can no longer meet its obligations under the CCPA; and (e) agrees that Customer has the right, upon notice, including pursuant to the preceding clause, to take reasonable and appropriate steps to stop and remediate unauthorized use of personal information.
4. Morressier shall not (a) sell or share any personal information; (b) retain, use or disclose any personal information for any purpose other than for the business purposes specified in the Agreement, including retaining, using, or disclosing the personal information for a commercial purpose other than the business purpose specified in the Agreement, or as otherwise permitted by CCPA; (c) retain, use or disclose the personal information outside of the direct business relationship between Morressier and Customer; or (d) combine personal information received pursuant to the Agreement with personal information (i) received from or on behalf of another person, or (ii) collected from Morressier’s own interaction with any consumer to whom such personal information pertains.
5. Morressier shall implement reasonable security procedures and practices appropriate to the nature of the personal information received from, or on behalf of, Customer, in accordance with Section 5 (Security Measures) of the DPA.
6. When Morressier engages any Sub-Processor, Morressier shall notify Customer of such Sub-Processor engagements in accordance with Section 8 (Sub-Processing) of the DPA and that such notice shall satisfy Morressier’s obligation under the CPRA to give notice of such engagements.
7. Morressier agrees that Customer may conduct audits, in accordance with Section 9 of the DPA, to help ensure that Morressier’s use of personal information is consistent with Morressier’s obligations under the CCPA.
8. The Parties acknowledge that Morressier’s retention, use and disclosure of personal information authorized by Customer’s instructions documented in the Agreement and DPA are integral to Morressier’s provision of the Services and the business relationship between the Parties.

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Annex 3: European Annex

1. DATA PROTECTION IMPACT ASSESSMENT AND PRIOR CONSULTATION

Morressier, taking into account the nature of the Processing and the information available to Morressier, shall provide assistance to Customer, at Customer's cost, with any data protection impact assessments and prior consultations with Supervisory Authorities which Customer considers to be required of it by Article 35 or Article 36 of the GDPR, in each case solely in relation to Processing of Customer Personal Data by Morressier.

2. RESTRICTED TRANSFERS

2.1 Entry into Transfer Mechanisms

(a) EEA Restricted Transfers. To the extent that any Processing of Customer Personal Data under this DPA involves an EEA Restricted Transfer from Customer to Morressier, the Parties shall comply with their respective obligations set out in the SCCs, which are hereby deemed to be (i) populated in accordance with Section 2.2 of this Annex 3 (European Annex); and (ii) entered into by the Parties and incorporated by reference into this DPA.

(b) UK Restricted Transfers. To the extent that any Processing of Customer Personal Data under this DPA involves a UK Restricted Transfer from Customer to Morressier, the Parties shall comply with their respective obligations set out in the SCCs, which are hereby deemed to be: (i) varied to address the requirements of the UK GDPR in accordance with the UK Transfer Addendum and populated in accordance with Sections 2.2 and 2.3 of this Annex 3 (European Annex); and (ii) entered into by the Parties and incorporated by reference into this DPA.

2.2 Population of SCCs

(a) Signature of SCCs. Where the SCCs apply in accordance with Paragraph 2.1(a) and/or Paragraph 2.1(b) of this Annex 3 (European Annex), each of the Parties is hereby deemed to have signed the SCCs at the relevant signature block in Annex I to the Appendix to the SCCs.

(b) Modules of SCCs. As and where relevant: Module Two of the SCCs applies to any EEA Restricted Transfer involving Processing of Personal Data in respect of which Customer is a Controller in its own right; and/or Module Three of the SCCs applies to any EEA Restricted Transfer involving Processing of Personal Data in respect of which Customer is a Processor.

(c) Population of body of SCCs. As and where applicable to the relevant Module and the Clauses thereof: (i) in Clause 7: the 'Docking Clause' is not used; (ii) in Clause 9: 'Option 2: General Written Authorisation' applies, and the minimum time period for advance notice of the addition or replacement of Sub-Processors shall be the advance notice period set out in Section 8.2 of the DPA; (iii) in Clause 11: the optional language is not used; (iv) in Clause 13: all square brackets are removed and all text therein is retained; (v) in Clause 17: 'OPTION 1' applies, and the Parties agree that the SCCs shall be governed by the law of Ireland in relation to any EEA Restricted Transfer; and (vi) in Clause 18(b): the Parties agree that any dispute arising from the SCCs in relation to any EEA Restricted Transfer shall be resolved by the courts of Ireland.

(d) Population of Appendix to SCCs. Annex I to the Appendix to the SCCs is populated with the corresponding information detailed in Annex 1 (Data Processing Details) to the DPA, with: Customer being 'data exporter' and Morressier being 'data importer'; and Part C to that Annex 1 is populated with: the competent Supervisory Authority shall be determined as follows: (i) where Customer is established in an EU Member State: the competent Supervisory Authority shall be the Supervisory Authority of that EU Member State in which Customer is established; and (ii) where Customer is not established in an EU Member State, Article 3(2) of the GDPR applies and Customer has appointed an EEA Representative under Article 27 of the GDPR: the competent Supervisory Authority shall be the Supervisory Authority of the EU Member State in which Customer's EEA Representative relevant to the Processing hereunder is based (from time-to-time), which Customer shall notify to Morressier in writing – Customer agrees that it is solely responsible for making such notification and its accuracy. Annex II shall be populated with reference to the information contained in or determined by Section 2.3 of the DPA (including the Security Measures).

2.3 UK Restricted Transfers

- (a) *UK Transfer Addendum.* Where relevant in accordance with Section 2.1(b) of this Annex 3 (European Annex), the SCCs apply to any UK Restricted Transfers as varied by the UK Transfer Addendum in the following manner: (i) 'Part 1 to the UK Transfer Addendum': (A) the Parties agree: Tables 1, 2 and 3 to the UK Transfer Addendum are deemed populated with the corresponding details set out in Annex 1 (Data Processing Details) to the DPA and Section 2.2 of this Annex 3 (European Annex); and (B) Table 4 to the UK Transfer Addendum is completed with 'Data Importer' only; and (ii) 'Part 2 to the UK Transfer Addendum': the Parties agree to be bound by the UK Mandatory Clauses of the UK Transfer Addendum and that the SCCs shall apply to any UK Restricted Transfers as varied in accordance with those Mandatory Clauses.
- (b) *Interpretation.* As permitted by section 17 of the UK Mandatory Clauses, the Parties agree to the presentation of the information required by 'Part 1: Tables' of the UK Transfer Addendum in the manner determined by 2.3(a) of this Annex 3 (European Annex); **provided that** the Parties further agree that nothing in the manner of that presentation shall operate or be construed so as to reduce the Appropriate Safeguards (as defined in section 3 of the UK Mandatory Clauses). In relation to any UK Restricted Transfer to which they apply, where the context permits and requires, any reference in the DPA to the SCCs, shall be read as a reference to those SCCs as varied in the manner set out in this Section 2.3 of this Annex 3 (European Annex).

2.4 Operational Clarifications

- (a) When complying with its transparency obligations under Clause 8.3 of the SCCs, Customer agrees that it shall use its reasonable endeavours not to provide or otherwise make available and shall take all reasonable steps to protect Morressier's and its licensors' trade secrets, business secrets, confidential information and/or other commercially sensitive information.
- (b) Where applicable, for the purposes of Clause 10(a) of Module Three of the SCCs, Customer acknowledges and agrees that there are no circumstances in which it would be appropriate for Morressier to notify any third-party Controller of any Data Subject Request and that any such notification shall be the sole responsibility of Customer.
- (c) For the purposes of Clause 15.1(a) of the SCCs, except to the extent prohibited by applicable law and/or the relevant public authority, as between the Parties, Customer agrees that it shall be solely responsible for making any notifications to relevant Data Subject(s) if and as required.
- (d) The terms and conditions of Section 8 of the DPA apply in relation to Morressier's appointment and use of Sub-Processors under the SCCs. Any approval by Customer of Morressier's appointment of a Sub-Processor that is given expressly or deemed given pursuant to that Section 8 constitutes Customer's documented instructions to effect disclosures and onward transfers to any relevant Sub-Processors if and as required under Clause 8.8 of the SCCs.
- (e) The audits described in Clauses 8.9(c) and 8.9(d) of the SCCs shall be subject to any relevant terms and conditions detailed in Section 9 of the DPA.
- (f) Certification of deletion of Personal Data as described in Clauses 8.5 and 16(d) of the SCCs shall be provided only upon Customer's written request.
- (g) In respect of any given Restricted Transfer, if requested of Customer by a Supervisory Authority, Data Subject or further Controller (where applicable) – on specific written request; accompanied by suitable supporting evidence of the relevant request), Morressier shall provide Customer with an executed version of the relevant set(s) of SCCs responsive to the request made of Customer (amended and populated in accordance with relevant provisions of this DPA in respect of the relevant Restricted Transfer) for countersignature by Customer, onward provision to the relevant requestor and/or storage to evidence Customer's compliance with Applicable Data Protection Laws.

2.5 Adoption of new transfer mechanism

Morressier may on notice vary this DPA and replace the relevant SCCs with: (a) any new form of the relevant SCCs or any replacement therefor prepared and populated accordingly (e.g., standard data protection clauses adopted by the European Commission for use specifically in respect of transfers to data importers subject to Article 3(2) of the EU GDPR (if/where applicable)); or (b) another transfer mechanism other than the SCCs, which enables the lawful transfer of Customer Personal Data by Customer to Morressier under this DPA in compliance with Chapter V of the GDPR.

Annex 4: Security Measures

As from the Addendum Effective Date, Morressier shall implement and maintain the Security Measures as set out in this Annex 4.

1. Organizational management and dedicated staff responsible for the development, implementation and maintenance of Morressier's information security program.
2. Audit and risk assessment procedures for the purposes of periodic review and assessment of risks to Morressier's organization, monitoring and maintaining compliance with Morressier's policies and procedures, and reporting the condition of its information security and compliance to internal senior management.
3. Data security controls which include at a minimum logical segregation of data, restricted (e.g. role-based) access and monitoring, and utilization of commercially available and industry standard encryption technologies for Customer Personal Data.
4. Logical access controls designed to manage electronic access to data and system functionality based on authority levels and job functions.
5. Password controls designed to manage and control password strength, expiration and usage.
6. System audit or event logging and related monitoring procedures to proactively record user access and system activity.
7. Physical and environmental security of production resources relevant to the Services is maintained by the relevant Sub-Processor(s) (and their vendors) engaged from time-to-time by Morressier to host those resources. Morressier takes steps to ensure that such Sub-Processors provide appropriate assurances and certifications that evidence such physical and environmental security – including security of data centre, server room facilities and other areas containing Customer Personal Data designed to: (a) protect information assets from unauthorized physical access; (b) manage, monitor and log movement into and out of Sub-Processor facilities; and (c) guard against environmental hazards such as heat, fire and water damage.
8. Operational procedures and controls to provide for configuration, monitoring and maintenance of technology and information systems, including secure disposal of systems and media to render all information or data contained therein as undecipherable or unrecoverable prior to final disposal or release from Morressier's possession.
9. Change management procedures and tracking mechanisms designed to test, approve and monitor all material changes to Morressier's technology and information assets.
10. Incident management procedures designed to allow Morressier to investigate, respond to, mitigate and notify of events related to Morressier's technology and information assets.
11. Network security controls that provide for the use of enterprise firewalls and intrusion detection systems designed to protect systems from intrusion and limit the scope of any successful attack.
12. Vulnerability assessment and threat protection technologies and scheduled monitoring procedures designed to identify, assess, mitigate and protect against identified security threats, viruses and other malicious code.
13. Business resiliency/continuity and disaster recovery procedures designed to maintain service and/or recovery from foreseeable emergency situations or disasters.

Morressier may freely update or modify these Security Measures from time to time **provided that** such updates and modifications do not decrease the overall security of Services and/or relevant Customer Personal Data.

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Annex 5: Sub-Processor List

To support delivery of our Services, Morressier engages certain Sub-Processors to Process Customer Personal Data in accordance with the terms and conditions of this DPA. The following Sub-Processor List contains important information about such Sub-Processors engaged by us from time to time to Process Customer Personal Data, including their functions and locations.

Sub-Processor	Function	Location
Google Cloud Platform	Platform Hosting - Maintenance of system security and data analysis	Google is based in the EU (Ireland), but processes data or uses sub-processors outside the EU.
Segment	Data Delivery to Departments	United States
Sentry	App Monitoring Platform	United States
Honeycomb	Platform Monitoring and Alerting	United States
Google Analytics	Usage Analytics	United States
Amplitude	Usage Analytics	United States
Google Workplace	Data exchange, storage, e-mail, general administration, hardware and software control, access and change data	Google is based in the EU (Ireland), but processes data or uses sub-processors outside the EU.
JIRA/Confluence (Atlassian)	Documentation and Ticketing	United States/Australia
1Password	Platform for storing passwords	Canada
Personio	Recruiting, onboarding, and management of personnel	Germany
Zoom	Customer Support	United States
Calendly	Customer Support	United States
Looker	Business Intelligence	United States
Hubspot	CRM, Email, Support Ticketing	United States

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