DIGITAL SCIENCE DATA PROCESSING ADDENDUM

This Data Processing Addendum ("**DPA**") shall form part of any agreement pursuant to which Digital Science & Research Solutions Inc. ("**Digital Science**") agrees to provide products, services and / or data ("**Services**") to you (the "**Agreement**") that expressly incorporates this DPA. Capitalised terms used herein and not otherwise defined shall have the respective meanings given in the Agreement. If a provision in this DPA conflicts with another provision in the Agreement that specifically governs the Processing of Personal Information, then the provision of this DPA will prevail.

1   Processing of Customer Personal Information

1.1   To the extent Digital Science Processes Customer Personal Information, it shall do so in accordance with its obligations under Data Protection Laws and shall:

   a)   only Process Customer Personal Information: (i) to perform its obligations under the Agreement and to meet your other documented and reasonable instructions; and (ii) to comply with any applicable law to which Digital Science is subject, in which case Digital Science shall (if legally permissible) inform you of that legal requirement before such Processing;

   b)   inform you if it receives an instruction that, in Digital Science's opinion, conflicts with Data Protection Laws, provided Digital Science shall have no liability whatsoever arising from any failure to notify you of such conflict or reliance placed on any notice given;

   c)   implement appropriate technical and organisational measures in relation to its Processing of the Customer Personal Information to ensure a level of security appropriate to the risks presented by the Processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Customer Personal Information transmitted, stored or otherwise Processed, having regard to the state of technological development and the cost of implementing any measures. Notwithstanding, you shall be responsible for evaluating the adequacy of such measures for your needs;

   d)   provide reasonable assistance to you in responding to any request from a Data Subject made, and otherwise to comply with your obligations, under the Data Protection Laws, including those obligations relating to: (i) security of Processing; (ii) notification by you of Personal Data Breaches to Supervisory Authorities or Data Subjects; and (iii) data protection impact assessments; in each case at your reasonable cost and only to the extent that you do not have access to the information required and are otherwise unable to respond/comply without Digital Science's assistance, including through functionality that may be included as part of the Services;

   e)   upon becoming aware of a Personal Data Breach affecting Customer Personal Information, inform you without undue delay and provide details of the breach;

   f)   ensure that all Digital Science personnel authorised to Process Customer Personal Information are subject to a duty of confidentiality (contractual or statutory); and

   g)   at your written request, either delete or return to you Customer Personal Information within a reasonable period of the later of the expiry or termination of the Agreement and any post-termination obligations and/or rights relating to such Customer Personal Information (unless retention is required by applicable law).

1.2   The details of the Processing of Customer Personal Information by Digital Science are set out in Schedule 1 to this DPA.

1.3   You generally authorise the appointment by Digital Science of its Affiliates, hosting providers and any other sub-contractors ("**Sub-Processors**") who may from time to time be engaged by Digital Science to Process Customer Personal Information as part of the Services, who in each case are subject to written terms that comply with the Data Protection Laws. Digital Science shall make a current list of Sub-Processors available to you and shall remain liable for their acts or omissions as if they were its own. You may object to the appointment of any new Sub-Processor in writing within ten (10) days of being informed of the same and Digital Science shall act reasonably to consider such objection and seek to propose an alternative solution, together with any additional cost required for their implementation.

1.4   Without prejudice to any obligation in the Agreement to host your data in a particular region as part of providing the Services, you authorise the transfer of Customer Personal Information outside the UK, European Economic Area and/or other jurisdiction in which you are based as required to perform the Services, including to any countries in which Digital Science's Sub-Processors operate. For the purposes of GDPR (and any other Data Protection Law which recognises the Standard Contractual Clauses as a lawful basis for data transfers), the Standard Contractual Clauses are incorporated into, and form part of, this DPA and will apply to any transfer of Customer Personal Information made to countries not recognised by the European Commission (or other relevant authority, as the case may be) as providing an adequate level of protection where such processing is subject to GDPR (or other relevant Data Protection Law, as the case may be) and an alternative recognised compliance standard for the lawful transfer of Personal Information does not apply, and for such purposes Digital Science shall be the "data importer" and you shall be the "data exporter". Where it is agreed that the Standard Contractual Clauses will apply to a transfer and you subsequently determine (acting reasonably) they do not provide an adequate level of protection, you shall notify us immediately with details and Digital Science shall act reasonably to consider such determination and seek to propose an alternative solution, together with any additional cost required for their implementation.

1.5   Digital Science shall provide you with such reasonable information as is necessary to verify its compliance with this DPA and allow for and contribute to reasonable audits at mutually convenient dates and times, including inspections, by you (or an independent auditor you reasonably appoint) for that purpose on reasonable notice during working hours, but no more than once in any twelve (12) month period, subject to you ensuring that any such audit or inspection is undertaken to the least invasive degree practicable, without causing disruption and in accordance with any relevant policies and procedures. All information obtained or generated in connection with this clause shall be treated as Confidential Information of Digital Science.

2   General

2.1   You shall comply with your obligations under the Data Protection Laws. Without prejudice to the generality of the foregoing, you shall: (i) ensure Data Subjects are provided with all information required under Data Protection Laws in respect of Personal Information you provide to Digital Science; (ii) ensure that the Processing of Personal Information in accordance with your instructions will not cause Digital Science to breach Data Protection Laws or any other applicable law; and (iii) not provide or make available to Digital Science any special categories of Personal Information (as defined under Data Protection Laws).

2.2   You acknowledge that Digital Science may derive and collect aggregate or other non-personal data from the use of the Services for product improvement, analytical, reporting and research purposes, which may involve the Processing of Personal Information. Digital Science will ensure that the results of this Processing do not identify you or any of your Data Subjects and that all such Processing is subject to appropriate technical and organizational measures. Where you use multiple Services that interoperate, Personal Information may be combined across those Services, to deliver an improved and more integrated overall solution, provided this does not involve information stored on your behalf that would otherwise be segregated.

2.3   Notices or other information to be provided to you in connection with the subject matter of this DPA may be given by posting the information on a support, status or other webpage related to the relevant Service. Notwithstanding that the terms of this DPA may be updated by us from time to time, including to comply with Data Protection Laws, such change will only take effect upon the commencement of any agreed renewal or extension of the Agreement following notice of the updated form to you; or as and when otherwise accepted by you, including via the acceptance of a proposal or quote that references the updated terms.

2.4   This DPA shall form part of, and terminate automatically, upon termination or expiry of the Agreement. This DPA and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by the same laws and subject to the same jurisdiction as the Agreement save as expressly specified.

3   Defined Terms / Interpretation

"**Customer Personal Information**" means Personal Information that is Processed by Digital Science on your behalf.

"**Data Protection Laws**" means the General Data Protection Regulation (EU or UK) ("**GDPR**") and the CCPA (California), PIPEDA (Canada) and/or such other data protection or privacy laws that may require a party to grant and/or impose on the other party some or all of the rights and/or obligations set out in this DPA.

"**Personal Information**" means information about living individuals that is subject to the Data Protection Laws to the extent such information is Processed under the Agreement in a way which is also subject to those laws.

"**Process/Processing**", "**Data Controller**", "**Data Processor**", "**Data Subject**", "**Personal Data Breach**" and "**Supervisory Authority**" shall have the same meaning as in the GDPR.

"**Standard Contractual Clauses**" means, in respect of transfers subject to:

(a) EU GDPR or other applicable Data Protection Laws, Module 2 (Transfer from controller to processor) of the standard contractual clauses for the transfer of personal data, approved by the European Commission Decision of 4 June 2011, as may be updated or superseded, incorporating Schedule 2, the parties' relevant contact information and signatures, and option 2 in Clause 9 (the "**2021 C2P SCCs**"), the governing law and courts with jurisdiction for which shall be Irish; and

(b) UK GDPR, the standard contractual clauses for the transfer of personal data to processors established in third countries under Directive 95/46/EC approved by the European Commission Decision of 5 February 2010, as may be updated or superseded and excluding any optional clauses, incorporating Schedule 3, the parties' relevant contact information and signatures (and for the purposes of the UK GDPR, any corresponding standard contractual clauses) (the "**2010 C2P SCCs**"), the governing law and courts with jurisdiction for which shall be English.

While it is acknowledged that, in the event of a contradiction between the clauses of the Standard Contractual Clauses and the Agreement, those clauses are required to prevail in accordance with their terms, it is agreed that together with the Agreement they are intended to form part of a single, wider agreement, a fundamental part of which is to establish a commercially reasonable and appropriate allocation of liability (taking into account the fees to be paid and other terms of the Agreement). Accordingly, it is agreed that the Standard Contractual Clauses should be construed in such a way so as to give effect to that intent to the fullest extent possible without impacting the validity of the Standard Contractual Clauses, notwithstanding that they may be subject to different governing laws and jurisdiction than the Agreement. To the extent any provision of this DPA would impact the validity of the Standard Contractual Clauses, such provision shall apply with such modifications as may be necessary to preserve the validity of the Standard Contractual Clauses.

Updated: September 2021

SCHEDULE 1

Data Processing Details

1   Subject matter of the Processing

Digital Science's provision of the Service(s) to you pursuant to the Agreement.

2   Nature and purpose of the Processing

Digital Science will Process Personal Information in the course of providing the Service(s).

3   Duration of the Processing

During the term of the Agreement and the period of any post-termination obligations and/or rights relating to such Personal Information.

4   Categories of Data Subjects

End users of the Services and any other person whose details you may provide to be integrated into the Service(s).

5   Type of Personal Information

Any of: name; contact information; supplementary identifiers (e.g. ORCID ID, institutional identifiers, photos); basic professional information (e.g. job title, place of work/research/department); research-biography information (e.g. publication and affiliation history), in each case as may be relevant to the Service(s).

Digital Science does not knowingly Process (and you shall not submit to Digital Science for Processing) any special categories of data (as defined under Data Protection Laws).

SCHEDULE 2

Details required for 2021 C2P SCCs

ANNEX 1

A. LIST OF PARTIES

Data exporter(s):

Name: The data exporter is the entity identified as "Customer" in the Agreement.

Address: The address for the Customer associated with the Service as specified in the Agreement.

Contact person's name, position and contact details: The contact details for the Customer, for notice purposes, associated with the Service as specified in the Agreement.

Activities relevant to the data transferred under these Clauses: The activities specified in part B of this Annex.

Signature and date: By agreeing to the terms of the DPA, the data exporter will be deemed to have signed this Annex.

Role (controller / processor): Controller

Data importer(s):

Name: The data importer is Digital Science.

Address: The address for Digital Science as specified in the Agreement.

Contact person's name, position and contact details: The contact details for Digital Science, for notice purposes, as specified in the Agreement.

Activities relevant to the data transferred under these Clauses: The activities specified in part B of this Annex.

Signature and date: By agreeing to the terms of the DPA, the data importer will be deemed to have signed this Annex.

Role (controller / processor): Processor

B. DESCRIPTION OF TRANSFER

Categories of data subjects whose personal data is transferred

Data subjects are defined in Schedule 1 to the DPA.

Categories of personal data transferred

The personal data is defined in Schedule 1 to the DPA.

Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.

Digital Science does not knowingly process (and the Data Exporter has agreed not to submit to Digital Science for processing) any sensitive personal data (as defined under Data Protection Laws).

The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis).

Personal data is transferred as and when required to provide the Services as may be initiated by the Data Exporter.

Nature of the processing

The nature of the processing is defined in Schedule 1 to the DPA.

Purpose(s) of the data transfer and further processing

The purpose of the processing is defined in Schedule 1 to the DPA.

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period

During the term of the Agreement and the period of any post-termination obligations and/or rights relating to such Personal Information, or such shorter period as may be determined by the Data Exporter within the Service.

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing

The involvement of sub-processors is described in clause 1.3 of the DPA.

C. COMPETENT SUPERVISORY AUTHORITY

Identify the competent supervisory authority/ies in accordance with Clause 13

The Data Exporter's competent supervisory authority will be determined in accordance with GDPR.

ANNEX II

TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA
Description of the technical and organisational measures implemented by the data importer(s) (including any relevant certifications) to ensure an appropriate level of security, taking into account the nature, scope, context and purpose of the processing, and the risks for the rights and freedoms of natural persons .
The technical and organisational security measures implemented by the data importer are as described in the Agreement or in the security policies and procedures relating to the provision of the Services pursuant to the Agreement otherwise provided to the data exporter.

ANNEX III
ADDITIONAL CLAUSES

The exclusions and limitations of liability provision of the Agreement is an additional clause pursuant to Clause 2 of these Clauses.

SCHEDULE 3

Details required for 2010 C2P SCCs

Appendix 1 to the Standard Contractual Clauses

Data exporter: The data exporter is the entity identified as "Customer" in the Agreement.

Data importer: The data importer is Digital Science.

Data subjects: Data subjects are defined in Schedule 1 to the DPA.

Categories of data: The personal data is defined in Schedule 1 to the DPA.

Processing operations: The processing operations are defined in Schedule 1 to the DPA.

Appendix 2 to the Standard Contractual Clauses

Description of the technical and organisational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c) (or document/legislation attached):

The technical and organisational security measures implemented by the data importer are as described in the Agreement or in the security policies and procedures relating to the provision of the Services pursuant to the Agreement otherwise provided to the data exporter.