

EXHIBIT A TO GDPR ADDENDUM: ADDITIONAL DATA TRANSFER TERMS

1. ADDITIONAL TERMS TO STANDARD CONTRACTUAL CLAUSES

1.1. Customers covered by the Standard Contractual Clauses. The Standard Contractual Clauses and the additional terms specified in this Exhibit A apply to (i) the legal entity that has executed the Standard Contractual Clauses as a data exporter and its Controller Affiliates and, (ii) all Affiliates of Customer established within the European Economic Area, Switzerland and the United Kingdom, which have signed Order Forms for the Services. For the purpose of the Standard Contractual Clauses and this Section 1, the aforementioned entities shall be deemed “data exporters”.

1.2. Instructions. This DPA and the Contract are Customer’s complete and final instructions at the time of execution of the DPA for the Processing of Personal Data. Any additional or alternate instructions must be agreed upon separately. For the purposes of Clause 5(a) of the Standard Contractual Clauses, the following is deemed an instruction by the Customer to process Personal Data: (a) Processing in accordance with the Contract and applicable Order Form(s); (b) Processing initiated by Authorised Users in their use of the Services; and (c) Processing to comply with other reasonable instructions provided by Customer (e.g., via email or support tickets) where such instructions are consistent with the terms of the Agreement.

1.3. Appointment of new Sub-processors and List of current Sub-processors. Pursuant to Clause 5(h) of the Standard Contractual Clauses, Customer acknowledges and expressly agrees that (a) Annotate’s Affiliates may be retained as Sub-processors; and (b) Annotate and Annotate Affiliates respectively may engage third-party Sub-processors in connection with the provision of the Services. Annotate shall make available to Customer the current list of Sub-processors in accordance with Section 4.2 of this DPA.

1.4. Notification of New Sub-processors and Objection Right for new Sub-processors. Pursuant to Clause 5(h) of the Standard Contractual Clauses, Customer acknowledges and expressly agrees that Annotate and Annotate Affiliates may engage new Sub-processors as described in Sections 4.2 and 4.3 of the DPA.

1.5. Copies of Sub-processor Agreements. The parties agree that the copies of the Sub-processor agreements that must be provided by Annotate to Customer pursuant to Clause 5(j) of the Standard Contractual Clauses may have all commercial information, or clauses unrelated to the Standard Contractual Clauses or their equivalent, removed by Annotate beforehand; and, that such copies will be provided by Annotate, in a manner to be determined in its discretion, only upon request by Customer.

1.6. Audits and Certifications. The parties agree that the audits described in Clause 5(f) and Clause 12(2) of the Standard Contractual Clauses shall be carried out in accordance with the following specifications: Upon Customer’s request, and subject to the confidentiality obligations set forth in the Contract and other confidentiality terms required by Annotate, Annotate shall make available to Customer (or Customer’s independent, third-party auditor) information regarding the Annotate’s compliance with the obligations set forth in this DPA in the form of the third-party certifications and audits. Customer may contact Annotate in accordance with the “Notices” Section of the Agreement to request an on-site audit of Annotate’s procedures relevant to the protection of Personal Data, but only to the extent required under applicable Data Protection Law. Customer shall reimburse Annotate for any time expended for any such on-site audit at Annotate’s then-current rates, which shall be made available to Customer upon request. Before the commencement of any such on-site audit, Customer and Annotate shall mutually agree upon the scope, timing, and duration of the audit, in addition to the reimbursement rate for which Customer shall be responsible. All reimbursement rates shall be reasonable, taking into account the resources expended by Annotate. Customer shall promptly notify Annotate with information regarding any non-compliance discovered during the course of an audit, and Annotate shall use commercially reasonable efforts to address any confirmed non-compliance.

1.7. Certification of Deletion. The parties agree that the certification of deletion of Personal Data that is described in Clause 12(1) of the Standard Contractual Clauses shall be provided by Annotate to Customer only upon Customer’s request.

1.8. Conflict. In the event of any conflict or inconsistency between the body of this DPA and any of its Schedules (not including the Standard Contractual Clauses) and the Standard Contractual Clauses in Exhibit C, the Standard Contractual Clauses shall prevail.