

Data Processing Addendum for Sermo RealTimePro

This Data Processing Addendum for Sermo RealTimePro (“**Addendum**”) forms part of the Agreement (as defined below) by and between Customer who accesses and uses the RealTimePro (the “**Platform**” or “**RTP**”) (hereinafter referred to as “**Customer**”) and Sermo (hereinafter referred to as “**Data Processor**” of (Customer and Data Processor each a “**Party**”, and together the “**Parties**”).

In the event of any conflict between the terms of this Addendum and the terms of the Agreement, this Addendum will control. Capitalized terms not defined in this Addendum will have the meanings ascribed to them in other parts of the Agreement. Capitalized terms that are defined in both this Addendum and the Agreement will have the meanings ascribed to them in this Addendum. Any reference to Sermo means Sermo, Inc., as well as any Sermo Affiliates.

1. **DEFINITIONS**

In this Addendum, the following terms shall have the following meanings:

“Agreement”	means all agreements or statements of work in which the Parties have agreed to, into which this Addendum is incorporated, governing the provision of services to the Customer by Data Processor that involves the Processing of Personal Information;
“Data Protection Laws”	means all applicable laws, regulations or requirements or regulatory guidance, in any jurisdiction, relating to data protection, privacy and confidentiality of Personal Information, in each case to the extent applicable to a Party, and includes, where applicable, (a) the European and UK Data Protection Laws and (b) U.S. Data Protection Laws;
“Data Subject”	means an identified or identifiable natural person;
“European and UK Data Protection Laws”	means, as applicable, (a) the GDPR; (b) United Kingdom Data Protection Act of 2018; (c) the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC); and (d) the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426), in each case as amended;
“GDPR”	means the Regulation (EU) 2016/679, known as the General Data Protection Regulation;
“Licensor”	means a third party that Customer licenses data from pursuant to a Third Party Access Agreement (as defined below);
“Personal Information”	means any information Processed by Data Processor in performance of its services under the Agreement from or on behalf of Customer that identifies, relates to, describes, or can be reasonably linked to a Data Subject or a Data Subject’s device; the term includes similar terms, such as “Personal Data” and “Personally Identifiable Information”, as defined under Data Protection Laws;
“Personal Information Breach”	means any unauthorized collection, access, use, disclosure, release, deletion or loss of Personal Information;

“Process”/“Processing”	shall have the meanings assigned to such terms in Data Protection Laws; if the term “processing” is not expressly defined in Data Protection Laws, it means retaining, using, disclosing, transferring or otherwise processing Personal Information;
“Restricted Transfer”	means a transfer or an onward transfer of Personal Information where such transfer would be prohibited by Data Protection Laws in the absence of an applicable data transfer mechanism, including but not limited to SCCs.
“Sell or Share”	shall have the meanings assigned to such terms in Data Protection Laws;
“Sermo Affiliates”	means Sermo Limited, WorldOne, Inc., Charter Oak Field Services, Inc., WorldOne Research Limited, UAB WorldOne, WorldOne KK, WorldOne S. De Investigacion, WorldOne Dalian, Sermo Denmark ApS and WorldOne Research 2008 S.L.;
“Standard Contractual Clauses” or “SCCs”	means collectively, as applicable to the relevant Restricted Transfer: (i) Module 2 (Controller to Processor) and Module 3 (Processor to Processor) of the standard contractual clauses set out in the Commission Implementing Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of Personal Information to third countries pursuant to the GDPR (the “EU SCCs”), and/or (ii) Module 2 SCCs and Module 3 SCCs deemed amended by the provisions of Part 2 (Mandatory Clauses) of the United Kingdom International Data Transfer Addendum (“UK IDTA”) to the EU SCCs (the “UK SCCs”) subject to the UK Data Protection Act of 2018, and/or (iii) such other terms intended to provide adequate protection to transferred Personal Information pursuant to Data Protection Laws.
“Subprocessor”	means any subcontractor, vendor, or third party engaged by Data Processor (or by any processor previously engaged by Data Processor) to Process Personal Information with respect to providing the services pursuant to the Agreement;
“Third Party Access Agreement”	means an agreement whereby Customer directs a Licensor to disclose or provide access to Data Processor to data licensed by Customer from the Licensor; and
“U.S. Data Protection Laws”	means applicable U.S. laws, regulations, requirements, or regulatory guidance relating to data protection, privacy, and confidentiality of Personal Information.

2. **PURPOSE AND CATEGORIES OF PERSONAL INFORMATION AND DATA SUBJECTS**

The scope and manner of Data Processor's Processing of Personal Information from Customer and the Data Subjects affected are set out in Annex 1 of this Addendum.

3. **DATA PROCESSING**

Data Processor agrees to Process the Personal Information in accordance with the terms and conditions set out in this Addendum and Data Protection Laws, and in particular Data Processor agrees:

- 3.1 to Process Personal Information only in compliance with: (i) Customer's documented lawful instructions, and (ii) Data Protection Laws. Instructions orally given shall be promptly confirmed in writing by Customer. Where Data Processor believes that compliance with any instructions by Customer would result in a violation of any Data Protection Laws, Data Processor shall promptly notify Customer thereof in writing; The Data Processor is not obligated to verify the legality of the Customer's instructions under Data Protection Legislation. If the Data Processor has reason to believe that any instruction may contravene such Legislation, it may, at its discretion, refuse or cease Processing of Personal Information until it receives instructions from the Customer that it deems clear and lawful. Processing shall resume upon the Data Processor's receipt of satisfactory assurances, which may include a legal opinion or indemnification from the Customer, confirming that the revised instructions comply with Data Protection Legislation. Data Processor will advise Customer as soon as practicable if Data Processor determines it can no longer meet its obligations under Data Protection Laws, in which case Customer may take appropriate steps, subject to the provisions of the Agreement, to stop and remediate any unauthorized use of Personal Information.
- 3.2 that Data Processor shall implement technical and organizational measures to protect the Personal Information against misuse and loss in accordance with the requirements of Data Protection Laws. An overview of Data Processor's technical and organizational measures are available [here](#) and will be referred to as "Annex II" in this Addendum.
- 3.3 to require that any personnel that access or Process Personal Information to hold the information confidential;
- 3.4 to notify Customer prior to the engagement of a new Subprocessor which is not listed in the list available [here](#), referred to as "Annex III" in this Addendum and respond in good faith to any reasonable objections by Customer; Data Processor must impose on the Subprocessor, in writing, obligations concerning Personal Information substantially similar to those in this Addendum and consistent with Data Protection Laws;
- 3.5 that it will promptly notify Customer about:
 - 3.5.1 any Personal Information Breach. Such notification shall include, taking into account the nature of the Processing and the information available to Data Processor, any information relevant to assist Customer with its own notification obligations under applicable law, including:
 - (a) a description of the nature of the Personal Information Breach;
 - (b) the name and contact details of the data protection officer, if appointed, or a contact point where more information can be obtained; and

- (c) a description of the measures taken or proposed to be taken to address the Personal Information Breach, including, where appropriate, measures to mitigate its possible adverse effects.
- 3.5.2 any request received directly from the Data Subjects, including requests to exercise any of their rights under Data Protection Laws prior to responding to such request, unless it has been otherwise authorized to do so in writing by Customer or such prior notice is prohibited under applicable laws;
- 3.6 in the event of the exercise by Data Subjects of any of their rights under Data Protection Laws, to inform Customer as soon as possible, and Data Processor further agrees to assist Customer with all Data Subject requests which may be received from any Data Subject in relation to any Personal Information;
- 3.7 to deal promptly and properly with all inquiries from Customer relating to its Processing of the Personal Information, including, upon reasonable request by the Customer, making available to Customer, information necessary to demonstrate compliance with the obligations under Data Protection Laws and this Addendum;
- 3.8 to assist Customer in ensuring compliance with applicable law, including the obligation to carry out data protection impact assessments as required by Data Protection Laws, taking into account the nature of the Processing and the information available to Data Processor;
- 3.9 that it will take reasonable measures to ensure that any de-identified Personal Information that it receives from or on behalf of Customer or that it generates in relation to the Platform cannot be re-associated or re-identified with an individual and will publicly commit to not attempt to re-identify such information; and
- 3.10 to not Sell or Share Personal Information nor use, disclose, or retain Personal Information for: (i) any purposes outside of providing the services; (ii) for its own commercial purposes; or (iii) outside of the direct business relationship between Data Processor and Customer.

4. **OBLIGATIONS OF CUSTOMER**

- 4.1 Customer shall ensure that any disclosure of Personal Information made to Data Processor is lawful.
- 4.2 Where applicable, Customer represents that it has a lawful basis for Processing the Personal Information disclosed to Data Processor.
- 4.3 Customer represents that it has obtained the necessary permissions from the Data Subject and/or Licensors to disclose Personal Information to Data Processor, including the Data Subject's consent where required. Customer is responsible for ensuring that any applicable Third Party Access Agreements are executed prior to any data being uploaded to the Platform.
- 4.4 Customer represents that all Personal Information, including contact details, provided to Data Processor has undergone appropriate data cleansing and validation procedures to ensure that the data is accurate, up-to-date, and complete, and that all opt-out requests have been properly honored.
- 4.5 Customer represents that no special categories of Personal Information or sensitive Personal Information is disclosed to Data Processor unless Customer has obtained

written, explicit consent to disclose such special categories or can otherwise demonstrate a valid legal basis for such disclosure under Data Protection Laws.

- 4.6 To the extent the Personal Information disclosed to Data Processor contains Personal Information of UK and EEA Data Subjects, Customer acknowledges that such UK and EEA Data Subjects have the right to know the identity of the Customer holding their Personal Information and this information will be disclosed by Data Processor to such UK and EEA Data Subjects during recruitment.
- 4.7 Customer shall not solicit any Personal Information from Data Subjects through the Platform. For the avoidance of doubt, any attempt by Customer to solicit any Personal Information from Data Subjects through the Platform will be a material breach of the Agreement. Any inclusion of external hyperlinks in surveys, other than links redirecting to the privacy policy links of the Customer (or Data Controller, as applicable) are expressly forbidden.
- 4.8 Data Processor reserves the right to audit Customer to ensure compliance with this section.

5. **TERMINATION**

This Addendum will terminate automatically upon the later of (a) termination or expiry of Data Processor's obligations in relation to the Agreement or (b) end of possession of the Personal Information by Data Processor. On termination of this Addendum, Data Processor (and its Subprocessors, if any) shall return to Customer or delete, at Customer's option, all the Personal Information in its possession or under its control. Upon the request of Customer, Data Processor shall confirm compliance with such obligations in writing and delete all existing copies, unless applicable law requires storage of the Personal information.

6. **AUDITS AND ASSESSMENTS**

Customer may no more than once per calendar year, at a date and time mutually agreed by the Parties, during regular business hours, without unreasonably interfering with Data Processor's business operations and after a reasonable prior notice (at least thirty (30) business days' notice required for non-cause audits), audit Data Processor, as permitted under Data Protection Laws, in support of Customer's obligations under this Addendum and Data Protection Laws. Customer may appoint a third-party auditor being subject to confidentiality obligations to carry out such audit or assessment. Customer (or Customer, as applicable) shall bear the costs incurred by Customer and Data Processor in relation to audits or assessments under this section.

7. **INTERNATIONAL DATA TRANSFERS**

- 7.1 If and to the extent that the Parties transfer Personal Information resulting in a Restricted Transfer, the Parties, with effect from the commencement of the relevant transfer, hereby enter into the following, as applicable: (i) the EU SCCs, which are expressly incorporated by reference herein, in respect of any Restricted Transfer subject to the GDPR, and (ii) the UK SCCs, which are expressly incorporated by reference herein, in respect of any Restricted Transfer subject to the United Kingdom Data Protection Act of 2018.
- 7.2 The Parties will reasonably assist each other with any transfer impact assessments mandated by Data Protection Laws in relation to any Restricted Transfer. If such transfer impact assessment determines that supplemental measures, as set forth under Data Protection Laws, are required, the Parties will reasonably assist each other, at their own expense, in implementing such supplemental measures.

- 7.3 The Parties agree that with respect to the EU SCCs,
- 7.3.1 For *Clause 7 – Docking Clause*, the Parties elect to include the optional language;
 - 7.3.2 For *Clause 9(a) – Use of sub-processors*, the Parties elect to include Option 2: General Written Authorization;
 - 7.3.3 For *Clause 11(a) – Redress*, the Parties elect to not include the optional language;
 - 7.3.4 For *Clause 13(a) – Supervision*, the Parties agree that whichever section below is applicable to the data exporter will apply:
 - (a) Where the data exporter is established in an EU Member State: The supervisory authority with responsibility for ensuring compliance by the data exporter with Regulation (EU) 2016/679 as regards the data transfer, as indicated in Annex I.C, will act as competent supervisory authority.
 - (b) Where the data exporter is not established in an EU Member State, but falls within the territorial scope of application of Regulation (EU) 2016/679 in accordance with its Article 3(2) and has appointed a representative pursuant to Article 27(1) of Regulation (EU) 2016/679: The supervisory authority of the Member State in which the representative within the meaning of Article 27(1) of Regulation (EU) 2016/679 is established, as indicated in Annex I.C, will act as competent supervisory authority.
 - (c) Where the data exporter is not established in an EU Member State, but falls within the territorial scope of application of Regulation (EU) 2016/679 in accordance with its Article 3(2) without however having to appoint a representative pursuant to Article 27(2) of Regulation (EU) 2016/679: The supervisory authority of one of the Member States in which the data subjects whose Personal Information is transferred under these Clauses in relation to the offering of goods or services to them, or whose behavior is monitored, are located, as indicated in Annex I.C, will act as competent supervisory authority.
 - 7.3.5 For *Clause 17 – Governing law*, the Parties elect to have Option 1 apply, and [Spain law will apply];
 - 7.3.6 For *Clause 18 - Choice of forum and jurisdiction*, the Parties agree to the courts of Spain;
 - 7.3.7 *Annex I* will be deemed populated with the relevant sections of Annex I to this Addendum;
 - 7.3.8 *Annex II* will be deemed populated with the relevant sections of Annex II to this Addendum; and
 - 7.3.9 *Annex III* will be deemed populated with the relevant sections of Annex III to this Addendum.
- 7.4 The Parties agree that with respect to the UK SCCs, the SCCs will be read in accordance with, and deemed amended by the provisions of Part 2 (Mandatory Clauses) of the UK

ITDA, and the Parties confirm that the information required for the purpose of Part 1 (Tables) of the UK ITDA is hereby completed as follows:

- 7.4.1 For Table 1: the Parties' fields will be deemed to be pre-populated with the exporter and importer parties set out in Annex I to this Addendum;
- 7.4.2 For Table 2: the SCCs including the Appendix Information and with only the modules, clauses or optional provisions of the SCCs listed in Section 4.3 above brought into effect for the purpose of the UK SCCs;
- 7.4.3 For Table 3: the Appendix Information is set out in the following:
 - (a) Annex 1A: List of Parties: as set out in Annex I;
 - (b) Annex 1B: Description of Transfer: as set out in Annex I;
 - (c) Annex II: Technical and organizational measures including technical and organizational measures to ensure the security of the data: as set out in Annex II.
- 7.4.4 For Table 4: the Parties agree that Data Processor may end the UK SCCs in accordance with the provisions of Section 19 of the UK SCCs.
- 7.5 If, at any time, a supervisory authority or a court with competent jurisdiction over a Party mandates that transfers from controllers in the European Economic Area ("EEA") or the UK to controllers established outside the EEA or the UK must be subject to specific additional safeguards (including but not limited to specific technical and organizational measures), the Parties will work together in good faith to implement such safeguards and ensure that any transfer of Personal Information is conducted with the benefit of such additional safeguards.

8. **MISCELLANEOUS PROVISIONS**

- 8.1 Amendments or additions to this Addendum must be made in writing to be effective. This shall also apply to amendments of this written form requirement. The written form requirement in this clause does not include faxes or any non-transitory form of visible reproduction of words (like emails).
- 8.2 Should any provision of this Addendum be or become invalid, this shall not affect the validity of the remaining terms. The Parties shall in such an event be obliged to cooperate in the creation of terms which achieve such legally valid result as comes closest commercially to that of the invalid provision. The above shall apply accordingly to the closing of any gaps in the Addendum.
- 8.3 Any Customer obligations arising from statutory provisions or according to a judicial or regulatory decision shall remain unaffected by this Addendum.
- 8.4 Where Personal Information becomes subject to search and seizure, an attachment order, confiscation during bankruptcy or insolvency proceedings, or similar events or measures by third parties while being Processed, Data Processor shall inform Customer without undue delay, to the extent Data Processor can provide such notification under applicable laws. Data Processor shall, without undue delay, notify to all pertinent parties in such action, that any Personal Information affected thereby is in Customer's sole property and area of responsibility, that Personal Information is at Customer's sole disposition, and that Customer is the responsible body.

- 8.5 In event of a conflict between: (a) this Addendum and the Agreement, this Addendum will control; (b) any Standard Contractual Clauses or addendum entered into pursuant Schedules 2-5 and this Addendum and/or the Agreement, the Standard Contractual Clauses or addendum entered into pursuant Schedules 2-5 shall prevail where applicable.

ANNEX I

A. LIST OF PARTIES

MODULE TWO: Transfer controller to processor

Data exporter(s): *Identity and contact details of the data exporter(s) and, where applicable, of its/their data protection officer and/or representative in the European Union*

1. Name: Customer

Address: As set forth in the Agreement

Contact person's name, position and contact details: As set forth in the Agreement

Activities relevant to the data transferred under these Clauses: See Section B below

Signature and date: As per the signature and date in the Agreement

Role (controller/processor): Controller

Data importer(s): *Identity and contact details of the data importer(s), including any contact person with responsibility for data protection*

1. Name and Address: Sermo entity as set forth in the Agreement

Address: As set forth in the Agreement

Contact person's name, position and contact details: Rebecca D'Ippolito; Head of Global Compliance & Quality, DPO; sermo.dpo@sermo.com

Activities relevant to the data transferred under these Clauses: Performance of the services as described in the Agreement and as further described in Section B below.

Signature and date: As per the signature and date in the Agreement

Role (controller/processor): Processor

MODULE THREE: Transfer processor to processor

Data exporter(s): *Identity and contact details of the data exporter(s) and, where applicable, of its/their data protection officer and/or representative in the European Union*

1. Name: Customer

Address: As set forth in the Agreement

Contact person's name, position and contact details: As set forth in the Agreement

Activities relevant to the data transferred under these Clauses: See Section B below

Signature and date: As per the signature and date in the Agreement

Role (controller/processor): Processor

Data importer(s): *Identity and contact details of the data importer(s), including any contact person with responsibility for data protection*

1. Name and Address: Sermo entity as set forth in the Agreement

Address: As set forth in the Agreement

Contact person's name, position and contact details: Rebecca D'Ippolito; Head of Global Compliance & Quality, DPO; sermo.dpo@sermo.com

Activities relevant to the data transferred under these Clauses: Performance of the services as described in the Agreement and as further described in Section B below.

Signature and date: As per the signature and date in the Agreement

Role (controller/processor): Processor

2. ...

B. DESCRIPTION OF TRANSFER (APPLICABLE TO SCC MODULES 2 AND 3)

Categories of data subjects whose personal data is transferred.

Customer may submit Personal Information to the Platform, the extent of which is determined and controlled by Customer in its sole discretion, and which may include, but is not limited to Personal Information relating to the following categories of data subjects:

- Health care professionals (“HCPs”)
- Employees and personnel that have access to the Platform

Categories of personal data transferred.

- From HCPs:
 - First and last name
 - Email address
 - Telephone number
 - Place of employment
 - Address of employment
 - Internal IDs
 - Professional registration number
- From employees and personnel with access to the Platform:
 - Email address

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.

None.

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

The transfer of Personal Information will occur on a continuous basis during the term of the Agreement.

Nature of the processing.

Storing and using Personal Information to provide services related to the Platform.

Purpose(s) of the data transfer and further processing.

Purpose of the transfer and further processing are to provide services related to the Platform, including targeting HCPs for research, as set forth in the Agreement.

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

For the duration of the Agreement.

C. COMPETENT SUPERVISORY AUTHORITY

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

- For EU Personal Data, the competent supervisory authority will be determined in accordance with EU Data Privacy Law;
- For Swiss Personal Data, the Swiss Federal Data Protection and Information Commissioner; and/or
- For UK Personal Data, the UK Information Commissioner's Office.