

DATA PROTECTION ADDENDUM

This Data Protection Addendum (“**DPA**”) forms part of the Master Services Agreement or other agreement (“**MSA**”, or the “**Agreement**”) between the entity that has subscribed to the Services thereunder (“**Customer**”) and “Silverchair”, which is one of the following three corporate affiliates: Silverchair Science + Communications LLC, Camelot HoldCo4 (Jersey) Ltd., and Camelot U.S. Acquisition 13 Co. Silverchair and Customer may each be referred to as a “**Party**” and collectively referred to as the “**Parties**”. If the Agreement structure contemplates that individual statements of work or order forms or the like thereunder (“**SOWs**”) will be entered into between Customer and one of those three affiliated companies and that any such SOW will operate as a standalone agreement between the parties to the SOW, then, with respect to a particular SOW, (i) “Silverchair” refers solely to the company that is Customer’s counterparty in that SOW and (ii) no other Silverchair-affiliated company’s data protection addendum applies to such SOW.

1. Definitions

“California Personal Information” means Personal Data that is subject to the protection of the CCPA.

“CCPA” means California Civil Code Sec. 1798.100 et seq. (also known as the California Consumer Privacy Act of 2018) and its regulations, in each case as may be amended, superseded or replaced.

“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.

“Data Protection Laws” means all applicable worldwide legislation relating to data protection, privacy or data security which applies to the respective Party’s Processing of Personal Data in question under the Agreement, including without limitation European Data Protection Laws, U.S. Data Protection Laws, and the data protection and privacy laws of Australia, China and Singapore; in each case as amended, repealed, consolidated or replaced from time to time.

“Data Subject” means the individual to whom Personal Data relates.

“Europe” means the European Union, the European Economic Area and/or their member states, Switzerland and the United Kingdom.

“European Data” means Personal Data that is subject to the protection of European Data Protection Laws.

“European Data Protection Laws” means Data Protection Laws applicable in Europe, including: (i) Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) (“GDPR”); (ii) national laws implementing Directive 2002/58/EC concerning the processing of personal data and the protection of privacy in the electronic communications sector; (iii) GDPR as it forms part of the United Kingdom domestic law by virtue of Section 3 of the European Union (Withdrawal) Act 2018 (“UK GDPR”); and (iv) Swiss Federal Act on Data Protection and its Ordinance (“Swiss FADP”); in each case, as may be amended, superseded or replaced.

“Personal Data” means any Customer Data relating to an identified or identifiable individual.

“Personal Data Breach” means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data transmitted, stored or otherwise Processed by Silverchair and/or its Subprocessors.

“Processing” means any operation or set of operations which is performed on Personal Data, encompassing the collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use,

disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction or erasure of Personal Data. The terms “Process”, “Processes” and “Processed” will be construed accordingly.

“Processor” means a natural or legal person, public authority, agency or other body which Processes Personal Data on behalf of the Controller.

“Standard Contractual Clauses” means the standard contractual clauses annexed to the European Commission’s Decision (EU) 2021/914 of 4 June 2021, completed as described in the “Data Transfers” section of this DPA; as may be amended, superseded or replaced.

“Subprocessor” means any Processor engaged by Silverchair to assist in fulfilling their Personal Data Processing obligations under the Agreement.

“UK SCC Addendum” means the United Kingdom International Data Transfer Addendum to the EU Commission Standard Contractual Clauses (available as of 12 April 2023 at <https://ico.org.uk/for-organisations/uk-gdpr-guidance-and-resources/international-transfers/international-data-transfer-agreement-and-guidance/>) completed as described in the “Data Transfers” section of this DPA.

“U.S. Data Protection Laws” means the CCPA and U.S. state laws similar to the CCPA, such as the Virginia Consumer Data Protection Act; the Colorado Privacy Act; the Connecticut Act Concerning Personal Data Privacy and Online Monitoring; the Utah Consumer Privacy Act; Texas Data Privacy and Security Act; the Oregon Consumer Privacy Act; Florida Digital Bill of Rights; Montana Consumer Data Privacy Act, the Iowa Consumer Privacy Act; Tennessee Information Protection Act; the Indiana Consumer Data Protection Act, the New Jersey Privacy Act, the New Hampshire Privacy Act, and regulations issued under any of them (each, as it becomes effective and to the extent applicable to the Parties’ Processing activities under this DPA).

2. Scope and Relationship of the Parties; Compliance

This DPA applies only to the Personal Data that Silverchair receives in the Services from or on behalf of Customer or Customer’s Authorized Users or that the Services create from such Personal Data.

For such Personal Data, Customer is (or represents that it is acting with full authority on behalf of) the “Controller”, and Silverchair is the “Processor”, as such terms are defined in the GDPR (regardless of whether the GDPR applies). To the extent that the CCPA applies, Silverchair is acting as Customer’s “service provider,” as such term is defined in the CCPA.

Silverchair will comply with all Data Protection Laws applicable to Silverchair in its role as provider of the Services. Customer will comply with all Data Protection Laws applicable to it in its role as user of the Services, including by obtaining any consents and providing any notices required under Data Protection Laws for Silverchair to provide the Services. Customer will ensure that Customer and Customer’s authorized users are entitled to transfer the Personal Data to Silverchair so that Silverchair and its Subprocessors may lawfully Process the Personal Data in accordance with this DPA. Customer will not provide Silverchair with any Personal Data that constitutes “sensitive” or “special category” Personal Data (or analogous classification) under Data Protection Laws.

Silverchair may resell or distribute the services of third parties (“Resold Third-Party Products”) under the Agreement. For example, as of November 25, 2024, the Resold Third-Party Products available to customers in certain regions consisted of (a) Transparent Peer Review, (b) Web of Science Reviewer Locator, (c) Web of Science Reviewer Recognition Service, and (d) Web of Science Author Connect. The Resold Third-Party Products and their providers are not subject to this DPA. However, this DPA does apply to (i) the Services’ delivery of Personal Data to a Resold Third-Party Product and (ii) the Services’ handling of any copy of any Personal Data received by the Services on Customer’s behalf from a Resold Third-Party Product.

3. Silverchair’s Responsibilities

Silverchair will retain, use, disclose, and otherwise Process the Personal Data only as described in the Agreement,

unless obligated to do otherwise by Applicable Law. In such case, Silverchair will inform Customer of that legal requirement before the Processing unless legally prohibited from doing so. Without limiting the foregoing:

- Silverchair will not retain, use, or disclose Personal Data outside of the direct business relationship between Customer and Silverchair, or for any purpose (including any commercial purpose) other than the limited business purposes specified in this DPA and as permitted by Applicable Law;
- Silverchair will not “sell” the Personal Data, as such term is defined in U.S. Data Protection Laws (regardless of whether they apply);
- Silverchair will not “share” the Personal Data, as such term is defined in the CCPA (regardless of whether the CCPA applies) or otherwise disclose it to a third party for “targeted advertising” purposes, as such term is defined in U.S. Data Protection Laws;
- Silverchair will comply with any applicable restrictions under Data Protection Laws on combining the Personal Data that Silverchair receives from, or on behalf of, Customer with Personal Data that Silverchair receives from, or on behalf of, another person or persons, or that Silverchair collects from any other interaction between Silverchair and a data subject;
- Silverchair will provide the same level of protection for the Personal Data subject to the CCPA as is required of businesses under the CCPA;
- Silverchair will notify Customer as soon as legally permissible if it determines it can no longer meet its obligations under Data Protection Laws; and
- Silverchair hereby certifies that it understands the restrictions and obligations set forth in this DPA and that it will comply with them.

A summary of the Processing is set forth in Annex I(B) of Schedule A of this DPA (regardless of whether the Standard Contractual Clauses apply).

4. Customer’s Instructions to Silverchair

Customer will not instruct Silverchair to Process Personal Data in violation of Applicable Law. Silverchair has no obligation to monitor the compliance of Customer’s use of the Services with Applicable Law, though Silverchair will promptly inform Customer if, in Silverchair’s opinion, an instruction from Customer with respect to Personal Data infringes Data Protection Laws.

If Customer purchases Silverchair’s Services from a third party such as a reseller, Customer authorizes Silverchair to disclose Personal Data to the third party to provide support and to otherwise facilitate the Services.

The Agreement, including this DPA, along with Customer’s configuration of any settings or options in the Services (as Customer may be able to modify from time to time), constitute Customer’s complete and final instructions to Silverchair regarding the Processing of Personal Data, including for purposes of the Standard Contractual Clauses.

Silverchair may anonymize the Personal Data to create information that does not constitute (and cannot be reverse-engineered to constitute) Personal Data under Data Protection Laws (“Aggregated Data”) and may lawfully use such Aggregated Data to improve its Services, subject at all times to Silverchair’s compliance with the Agreement’s restrictions on disclosures of Customer’s confidential information.

5. Subprocessors

Silverchair may subcontract the collection or other Processing of Personal Data in compliance with Applicable Law to provide the Services. Prior to a Subprocessor’s Processing of Personal Data, Silverchair will impose contractual obligations on the Subprocessor that are substantially the same as those imposed on Silverchair under this DPA. Subprocessor security obligations will be deemed substantially the same if they provide a commercially reasonable level of security even if Silverchair provides a greater level of security than the Subprocessor or holds a security certification that the subprocessor does not.

Subprocessors are listed at www.silverchair.com/legal/subprocessors (the “**Subprocessor List**”). When any new Subprocessor is engaged, Silverchair will make an updated Subprocessor List available at least 15 business days

before the new Subprocessor Processes any Personal Data, unless exigent circumstances require earlier Processing of Personal Data, in which case they will be added as soon as practicable.

Silverchair remains liable for its Subprocessors' performance as if such performance were Silverchair's own.

6. Security

Silverchair will assist Customer in Customer's compliance with the security obligations of the GDPR and other Data Protection Laws, as relevant to Silverchair's role in Processing the Personal Data, taking into account the nature of Processing and the information available to Silverchair, by implementing technical and organizational measures that comply with Schedule B, without prejudice to Silverchair's right to make future replacements or updates to the measures that do not lower the level of protection of Personal Data.

Silverchair will ensure that the persons Silverchair authorizes to Process the Personal Data are subject to a written confidentiality agreement covering such data or are under an appropriate statutory obligation of confidentiality.

7. Personal Data Breach Notification

Silverchair will comply with the Personal Data Breach-related obligations directly applicable to it under the GDPR and other Data Protection Laws. Taking into account the nature of Processing and the information available to Silverchair, Silverchair will assist Customer in complying with those applicable to Customer by informing Customer of a confirmed Personal Data Breach without undue delay, and in no case more than 48 hours after becoming aware. Any such notification is not an acknowledgement of fault or responsibility. To the extent available, this notification will include Silverchair's then-current assessment of the following, which may be based on incomplete information:

- The nature of the Personal Data Breach, including, where possible, the categories and approximate number of data subjects concerned, and the categories and approximate number of Personal Data records concerned;
- The likely consequences of the Personal Data Breach; and
- Measures taken or proposed to be taken by Silverchair to address the Personal Data Breach, including, where applicable, measures to mitigate its possible adverse effects.

8. Data Subject Requests

Taking into account the nature of the Processing, Silverchair will provide reasonable assistance to Customer for the fulfillment of Customer's obligation to honor requests by individuals to exercise their rights under the GDPR and other Data Protection Laws (such as rights to access their Personal Data) and will notify Customer of any such requests or Personal Data-related complaints from an individual that Silverchair receives. Silverchair will send this within a commercially reasonable timeframe, which shall will not exceed 5 business days if (i) the request or complaint is received through the contact information specified in the Silverchair privacy policy that is linked from the home page of <https://www.silverchair.com> or other relevant Silverchair website and (ii) the request or complaint identifies Customer as the Silverchair customer to whom it pertains. Although it is Customer's responsibility to respond to and honor data subjects' requests in compliance with law, Silverchair does not waive any rights under the Agreement to remove content from the Services.

9. Assistance with DPIAs and Consultation with Supervisory Authorities

Taking into account the nature of the Processing and the information available to Silverchair, Silverchair will provide reasonable assistance to and cooperation with Customer for Customer's performance of any legally required data protection impact assessment of the Processing or proposed Processing of the Personal Data involving Silverchair, and with related consultation with supervisory authorities, by providing Customer with any publicly available documentation for the relevant Services or by complying with the Audit section below. Additional support for data protection impact assessments or relations with regulators may be available and would require

mutual agreement on fees, the scope of Silverchair's involvement, and any other terms that the Parties deem appropriate.

10. Data Transfers

Customer authorizes Silverchair and its Subprocessors to make international transfers of the Personal Data in accordance with this DPA so long as Data Protection Laws applicable to such transfers are respected and the transfers are otherwise permitted by this DPA.

To the extent legally required, (i) the Standard Contractual Clauses form part of this DPA and take precedence over the rest of this DPA to the extent of any conflict and (ii) by signing the Agreement, Customer and Silverchair are deemed to be signing the Standard Contractual Clauses. The Standard Contractual Clauses will be deemed completed as follows:

- Customer, the exporter, acts as a controller and Silverchair, the importer, acts as Customer's processor with respect to the Personal Data subject to the Standard Contractual Clauses, and its Module 2 applies, except to the extent Customer is acting as a processor on behalf of a third party, in which case Module 3 applies.
- Clause 7 (the optional docking clause) is included.
- Under Clause 9 (Use of sub-processors), the parties select Option 2 (General written authorization). The initial list of sub-processors is set forth at the URL in Section 5 of this DPA, and Silverchair shall update that list at least 15 business days in advance of any intended additions or replacements of sub-processors.
- Under Clause 11 (Redress), the optional requirement that data subjects be permitted to lodge a complaint with an independent dispute resolution body does not apply.
- Under Clause 17 (Governing law), the parties choose Option 1 (the law of an EU Member State that allows for third-party beneficiary rights). The parties select the law of Ireland.
- Under Clause 18 (Choice of forum and jurisdiction), the parties select the courts of Ireland.
- Annexes I and II of the Standard Contractual Clauses are set forth in Schedule A of this DPA.
- Annex III of the Standard Contractual Clauses (List of subprocessors) is inapplicable.

With respect to Personal Data for which the UK GDPR governs Customer's transfer to Silverchair, to the extent legally required, the UK SCC Addendum forms part of this DPA and takes precedence over the rest of this DPA to the extent of any conflict and shall be deemed completed as follows (with capitalized terms not defined elsewhere having the definition set forth in the UK SCC Addendum):

- Table 1 of the UK SCC Addendum: The Parties, their details, and their contacts are those set forth in Schedule A of the DPA.
- Table 2 of the UK SCC Addendum: the "Approved EU Standard Contractual Clauses" shall be the Standard Contractual Clauses as set forth in above.
- Table 3 of the UK SCC Addendum: Annexes I(A), I(B), and II are in Schedule A of this DPA. Annex III is inapplicable.
- Table 4 of the UK SCC Addendum: neither party may exercise the optional termination right set forth in Section 19 of the UK SCC Addendum.

With respect to Personal Data for which the Swiss FADP governs Customer's transfer to Silverchair, the Standard Contractual Clauses shall be deemed to have the following differences to the extent required by the Swiss FADP:

- References to the GDPR in the Standard Contractual Clauses are to be understood as references to the Swiss FADP insofar as the data transfers are subject exclusively to the Swiss FADP and not to the GDPR.
- The term "member state" in Standard Contractual Clauses shall not be interpreted in such a way as to exclude data subjects in Switzerland from the possibility of suing for their rights in their place of habitual residence (Switzerland) in accordance with Clause 18(c) of the Standard Contractual Clauses.
- Under Annex I(C) of the Standard Contractual Clauses (Competent supervisory authority): (1) where the transfer is subject exclusively to the Swiss FADP and not the GDPR, the supervisory authority is the

Swiss Federal Data Protection and Information Commissioner; and (2) where the transfer is subject to both the Swiss FADP and the GDPR, the supervisory authority is the Swiss Federal Data Protection and Information Commissioner insofar as the transfer is governed by the Swiss FADP, and the supervisory authority is as set forth in the Standard Contractual Clauses insofar as the transfer is governed by the GDPR.

11. Audits

Silverchair will make available to Customer all information reasonably necessary to demonstrate compliance with this DPA, and allow for and contribute to reasonable audits, including inspections, conducted by Customer's independent auditor at its own expense.

To the extent Customer's request is within the scope of an ISO 27001 certification or a similar report or certification issued by an independent third party, Customer agrees that to accept that report or certification as an exercise of its audit and inspection request. Such report or certification is confidential information of Silverchair.

Customer has the right to take reasonable and appropriate steps to (a) exercise its rights under this section to ensure that Silverchair is using the Personal Data consistent with Customer's obligations under Data Protection Laws, and (b) stop and remediate unauthorized use by Silverchair of the Personal Data by terminating the Agreement pursuant to its provisions for termination for cause and by requesting deletion of the Personal Data and certification of such deletion pursuant to the "Return or Destruction" section of this DPA.

12. Return or Destruction

Silverchair will, at Customer's choice, return to Customer and/or destroy all Personal Data after the termination or expiration of Customer's subscription to the relevant Services, except to the extent Applicable Law requires storage of the Personal Data, within 90 days for Personal Data in Silverchair's production environment or Personal Data from files created for security, backup, or business continuity purposes. If Silverchair has not received Customer's election within 30 days of such termination or expiration, Silverchair may assume that Customer has selected deletion and reserves the right to delete Personal Data consistent with the foregoing. Certification of deletion under Clause 12 of the Standard Contractual Clauses (if they apply) will be provided only on written request.

Schedule A

Annexes I and II of the Standard Contractual Clauses

ANNEX I

A. LIST OF PARTIES

MODULE TWO: Transfer controller to processor

MODULE THREE: Transfer processor to processor

Data exporter(s):

Name: Customer, as specified in the Agreement

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: Use of the importer's Services.

Signature and date: The Parties are deemed to have signed this Annex I by signing the Agreement.

Role (controller/processor): Controller (If customer is a processor, this must be expressed in the Agreement)

Data importer(s):

Name: Silverchair Science + Communications LLC, Camelot U.S. Acquisition 13 Co., or Camelot Holdco4 (Jersey) Ltd., as applicable

Address: 316 E. Main Street, Suite 300, Charlottesville, VA 22902, USA

Contact person's name, position and contact details: Lily Garcia Walton, Data Privacy Officer, dataprivacy@silverchair.com

Activities relevant to the data transferred under these Clauses: The importer will provide the Services.

Signature and date: The Parties are deemed to have signed this Annex I by signing the Agreement.

Role (controller/processor): Processor

B. DESCRIPTION OF TRANSFER

MODULE TWO: Transfer controller to processor

MODULE THREE: Transfer processor to processor

Categories of data subjects whose personal data is transferred: Depending on Customer's usage, this could include the exporter's members, users, potential members and users, employees, agents, advisors, and contractors, and other members of the academic community such as publication authors and peer reviewers, as well as individuals in other categories.

Categories of personal data transferred: The open nature of the Services does not impose a technical restriction on the categories of data Customer may provide. The Personal Data Processed by Silverchair may thus include name, email address, telephone and fax number, title, identifiers (such as employee ID number, researcher ID number, and username), demographic information; and professional information (such as lists of prior publications); and other information.

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): Continuous.

Nature of the processing: The personal data transferred will be subject to the following basic processing activities (please specify): The subject matter, nature and purpose of the processing are Silverchair's provision of the Services to Customer. This involves storing personal data, making it available to Customer for analysis, modification and transmission, and deleting personal data. The processing takes place from the commencement of the Agreement until deletion of all Personal Data by Silverchair in accordance with the DPA.

Purpose(s) of the data transfer and further processing: Provision of the Services to Customer.

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period: As set forth in the DPA.

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing: Provision of the Services to Customer as set forth in the DPA.

C. COMPETENT SUPERVISORY AUTHORITY

MODULE TWO: Transfer controller to processor

Identify the competent supervisory authority/ies in accordance with Clause 13: The parties shall follow the rules for identifying such authority under Clause 13 and, to the extent legally permissible, select the Irish Data Protection Commission.

ANNEX II

TECHNICAL AND ORGANIZATIONAL MEASURES INCLUDING TECHNICAL AND ORGANIZATIONAL 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:

See Schedule B immediately below.

Schedule B
Information Security Addendum

Details for Silverchair's security measures can be found in its Information Security Addendum, available at www.silverchair.com/legal/ISA.