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SCHEDULE A

DATA PROTECTION ADDENDUM – BUSINESS CONTACT DETAILS

1.1. The Parties acknowledge that each of them may process Personal Data in connection with this LICENSE. As used herein, the term ‘Personal Data’ and ‘Sensitive Personal Data’ shall have the meanings given to them in the General Data Protection Regulation 2016/679 (collectively, with any applicable Member State data protection laws, and as amended from time to time, the “EU Data Protection Laws”), and shall also encompass personal in-formation as defined in applicable state (e.g., California Privacy Rights Act) or federal laws (collectively “Data Protection Laws”).

1.2. The Parties anticipate that the Personal Data disclosed to each other in connection with this LICENSE will consist solely of the names and contact details of their respective personnel who are involved in the performance or administration of this LICENSE. Each Party represents and warrants to the other Party that it is authorized to disclose or transfer the Personal Data of its personnel (including its employees and consultants) to the other Party and has obtained the express consent of such personnel in relation thereto, or otherwise has an appropriate basis for such disclosure or transfer under applicable law.

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1.4. The Parties agree that each Party may retain for a reasonable period of time any Personal Data consisting of the contact details and roles of the other Party’s personnel who have performed obligations under the

LICENSE for purposes of routine record-keeping, client care and, as appropriate (and unless otherwise requested), future contacts regarding potential agreements for the performance of additional services.

1.5. Each Party undertakes to implement, prior to any processing of Personal Data, appropriate technical and organizational measures to protect the Personal Data. The measures must at least attain a level of security equivalent to that which is prescribed under applicable Data Protection Laws and any other applicable laws (to the extent they require a higher level of security) and what is otherwise appropriate taking into consideration the technical possibilities available, the costs for implementing the measures, the particular risks which are involved with the processing of the Personal Data and the sensitivity of the Personal Data being processed.

1.6. Should contractor(s) process Personal Data on behalf of a Party in connection with the Party’s obligations under or the administration of this LICENSE, the Party using the contractor shall: (a) require each such contractor to enter into a written agreement with such Party that meets the requirements of the applicable Data Protection Laws and other applicable laws, and

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(b) ensure that its instructions to each such contractor with respect to the processing of Personal Data are strictly limited to processing that is required for the performance or management of this LICENSE. The foregoing requirements shall also apply with respect to subcontractors of a Party.

1.7. Each Party agrees that if any Personal Data originating from within the EEA and received by a Party hereunder is to be processed at a location outside of the EEA, neither Party shall participate in such transfer of Personal Data prior to the identification, and as necessary, implementation, of an appropriate and mutually acceptable legal basis for such transfer consistent with applicable Data Protection Laws, such as (but not limited to) the appropriate Standard Contractual Clauses for the transfer of Personal Data outside of the EEA approved by the Euro-pean Commission from time to time.

1.8. If a Party proposes the transfer or other sharing of Personal Data that is not contemplated in Section 1.2, the Parties shall use good-faith efforts (prior to such transfer or other sharing) to determine and document the Parties' respective roles as a data controller, joint data controller, or data processor with respect to such Personal Data, in order to identify and facilitate compliance with their respective obligations under the applicable Data Protection Laws. To the extent that one Party will act as a data processor for the other Party (acting as the data controller), the Parties will enter into further contractual commitments as necessary to comply with Article 28 of the GDPR or other applicable Data Protection Laws.

1.9. Each Party agrees that it shall not, directly or indirectly, disclose Sensitive Personal Data to the other Party without the prior written consent of the other Party (in the receiving Party's sole discretion), following consultation regarding the necessity of such disclosure and agreement upon the protocols for processing the Sensitive Personal Data and any contractual terms that may be required in addition to those set forth herein in order to meet the requirements of the applicable Data Protection Laws with respect to the specific Sensitive Personal Data that is proposed to be disclosed in connection with this LICENSE.