

DATA PROCESSING ADDENDUM

This Data Processing Addendum (“**DPA**”) forms part of the Master Agreement or other written or electronic agreement between IRBUSINESS/IRBINC.COM and Customer for the purchase of services (including associated IRBUSINESS/IRBINC.COM offline or mobile components) from IRBUSINESS/IRBINC.COM, and hereinafter defined as “Services”) (the “Agreement”) to reflect the parties’ agreement with regard to the Processing of Personal Data.

When purchasing a product from IRBUSINESS/IRBINC.COM, Customer automatically enters into this DPA on behalf of itself and, to the extent required under applicable Data Protection Laws and Regulations, in the name and on behalf of its Authorized Affiliates, if and to the extent IRBUSINESS/IRBINC.COM processes Personal Data for which such Authorized Affiliates qualify as the Controller. For the purposes of this DPA only, and except where indicated otherwise, the term “Customer” shall include Customer and Authorized Affiliates. All capitalized terms not defined herein shall have the meaning set forth in the Agreement.

In the course of providing the Services to Customer pursuant to the Agreement, IRBUSINESS/IRBINC.COM may Process Personal Data on behalf of Customer and the Parties agree to comply with the following provisions with respect to any Personal Data, each acting reasonably and in good faith.

HOW THIS DPA APPLIES

If the Customer has executed an Order Form with IRBUSINESS/IRBINC.COM or its Affiliate pursuant to the Agreement, this DPA is an addendum to that Order Form and applicable renewal Order Forms, and the IRBUSINESS/IRBINC.COM entity that is party to such Order Form is party to this DPA. For the purposes of this DPA, any reference to Order Form herein shall include “Ordering Document” (as defined in the Agreement).

This DPA shall not replace any comparable or additional rights relating to Processing of Customer Data contained in Customer’s Agreement (including any existing data processing addendum to the Agreement).

DATA PROCESSING TERMS 1. DEFINITIONS

“**Affiliate**” means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. “Control,” for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

“**CCPA**” means the California Consumer Privacy Act, Cal. Civ. Code § 1798.100 *et seq.*, and its implementing regulations. “**Controller**” means the entity which determines the purposes and means of the Processing of Personal Data.

“**Customer**” means the entity that executed the Agreement together with its Affiliates (for so long as they remain Affiliates) which have signed Order Forms.

“**Customer Data**” means what is defined in the Agreement as “Customer Data” or “Your Data”, provided that such data is electronic data and information submitted by or for Customer to the Services. This DPA does not apply to Content or Non- IRBUSINESS/IRBINC.COM Applications as defined in the Agreement or, if not defined in the Agreement, as defined in the Master Subscription Agreement.

“**Data Protection Laws and Regulations**” means all laws and regulations, including laws and regulations of the European Union, the European Economic Area and their member states, Switzerland, the United Kingdom and the United States and its states, applicable to the Processing of Personal Data under the Agreement.

“**Data Subject**” means the identified or identifiable person to whom Personal Data relates.

“Personal Data” means any information relating to (i) an identified or identifiable natural person and, (ii) an identified or identifiable legal entity (where such information is protected similarly as personal data or personally identifiable information under applicable Data Protection Laws and Regulations), where for each (i) or (ii), such data is Customer Data.

“Processing” means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

“Processor” means the entity which Processes Personal Data on behalf of the Controller, including as applicable any “service provider” as that term is defined by the CCPA.

“Security, Privacy and Architecture Documentation” means the Security, Privacy and Architecture Documentation applicable to the specific Services purchased by Customer, as updated from time to time, and accessible via IRBUSINESS/IRBINC.COM website.

“IRBUSINESS/IRBINC.COM” means the IRBUSINESS/IRBINC.COM entity which is a party to this DPA, as specified in the section “HOW THIS DPA APPLIES” above, being IRBUSINESS/IRBINC.COM, a company incorporated in California, US;

“Standard Contractual Clauses” means the agreement executed by and between Customer and IRBUSINESS/IRBINC.COM.

2. PROCESSING OF PERSONAL DATA

2.1 Roles of the Parties. The parties acknowledge and agree that with regard to the Processing of Personal Data, Customer is the Controller, IRBUSINESS/IRBINC.COM is the Processor and that IRBUSINESS/IRBINC.COM or members of the IRBUSINESS/IRBINC.COM Group will engage Sub-processors pursuant to the requirements set forth in Section 5 “Sub-processors” below.

2.2 Customer’s Processing of Personal Data. Customer shall, in its use of the Services, Process Personal Data in accordance with the requirements of Data Protection Laws and Regulations, including any applicable requirement to provide notice to Data Subjects of the use of IRBUSINESS/IRBINC.COM as Processor. For the avoidance of doubt, Customer’s instructions for the Processing of Personal Data shall comply with Data Protection Laws and Regulations. Customer shall have sole responsibility for the accuracy, quality, and legality of Personal Data and the means by which Customer acquired Personal Data. Customer specifically acknowledges that its use of the Services will not violate the rights of any Data Subject that has opted-out from sales or other disclosures of Personal Data.

2.3 IRBUSINESS/IRBINC.COM’s Processing of Personal Data. IRBUSINESS/IRBINC.COM shall treat Personal Data as Confidential Information and shall Process Personal Data on behalf of and only in accordance with Customer’s documented instructions for the following purposes: (i) Processing in accordance with the Agreement and applicable Order Form(s); (ii) Processing initiated by Users in their use of the Services; and (iii) Processing to comply with other documented reasonable instructions provided by Customer (e.g., via email) where such instructions are consistent with the terms of the Agreement.

2.4 Details of the Processing. The subject-matter of Processing of Personal Data by IRBUSINESS/IRBINC.COM is the performance of the Services pursuant to the Agreement. The duration of the Processing, the nature and purpose of the Processing, the types of Personal Data and categories of Data Subjects Processed under this DPA are further specified in Schedule 2 (Details of the Processing) to this DPA.

3. RIGHTS OF DATA SUBJECTS

Data Subject Request. IRBUSINESS/IRBINC.COM shall, to the extent legally permitted, promptly notify Customer if IRBUSINESS/IRBINC.COM receives a request from a Data Subject to exercise the Data Subject's right of access, right to rectification, restriction of Processing, erasure ("right to be forgotten"), data portability, object to the Processing, or its right not to be subject to an automated individual decision making, each such request being a "Data Subject Request". Taking into account the nature of the Processing, IRBUSINESS/IRBINC.COM shall assist Customer by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of Customer's obligation to respond to a Data Subject Request under Data Protection Laws and Regulations. In addition, to the extent Customer, in its use of the Services, does not have the ability to address a Data Subject Request, IRBUSINESS/IRBINC.COM shall upon Customer's request provide commercially reasonable efforts to assist Customer in responding to such Data Subject Request, to the extent IRBUSINESS/IRBINC.COM is legally permitted to do so and the response to such Data Subject Request is required under Data Protection Laws and Regulations. To the extent legally permitted, Customer shall be responsible for any costs arising from IRBUSINESS/IRBINC.COM's provision of such assistance.

4. IRBUSINESS/IRBINC.COM PERSONNEL

1. **4.1 Confidentiality.** IRBUSINESS/IRBINC.COM shall ensure that its personnel engaged in the Processing of Personal Data are informed of the confidential nature of the Personal Data, have received appropriate training on their responsibilities and have executed written confidentiality agreements. IRBUSINESS/IRBINC.COM shall ensure that such confidentiality obligations survive the termination of the personnel engagement.
2. **4.2 Reliability.** IRBUSINESS/IRBINC.COM shall take commercially reasonable steps to ensure the reliability of any IRBUSINESS/IRBINC.COM personnel engaged in the Processing of Personal Data.
3. **4.3 Limitation of Access.** IRBUSINESS/IRBINC.COM shall ensure that IRBUSINESS/IRBINC.COM's access to Personal Data is limited to those personnel performing Services in accordance with the Agreement.
4. **4.4 Data Protection Officer.** Members of the IRBUSINESS/IRBINC.COM Group have appointed a data protection officer. The appointed person may be reached at our Los Angeles Office.

5. SUB-PROCESSORS

5.1 Appointment of Sub-processors. Customer acknowledges and agrees that (a) IRBUSINESS/IRBINC.COM's Affiliates may be retained as Sub-processors; and (b) IRBUSINESS/IRBINC.COM and IRBUSINESS/IRBINC.COM's Affiliates respectively may engage third-party Sub-processors in connection with the provision of the Services. IRBUSINESS/IRBINC.COM or an IRBUSINESS/IRBINC.COM Affiliate has entered into a written agreement with each Sub-processor containing data protection obligations not less protective than those in the Agreement with respect to the protection of Customer Data to the extent applicable to the nature of the Services provided by such Sub-processor.

5.2 List of Current Sub-processors. IRBUSINESS/IRBINC.COM shall make available to Customer the current list of Sub-processors. Customer is advised that aws.amazon.com is the only sub-processor.

5.3 Liability. IRBUSINESS/IRBINC.COM shall be liable for the acts and omissions of its Sub-processors to the same extent IRBUSINESS/IRBINC.COM would be liable if performing the services of each Sub-processor directly under the terms of this DPA, except as otherwise set forth in the Agreement.

6. SECURITY

6.1 Controls for the Protection of Customer Data. IRBUSINESS/IRBINC.COM shall maintain appropriate technical and organizational measures for protection of the security (including protection against unauthorized or unlawful Processing and against accidental or unlawful destruction, loss or alteration or damage, unauthorized disclosure of, or access to, Customer Data), confidentiality and integrity

of Customer Data, as set forth in the Security, Privacy and Architecture Documentation. IRBUSINESS/IRBINC.COM regularly monitors compliance with these measures. IRBUSINESS/IRBINC.COM will not materially decrease the overall security of the Services during a subscription.

6.2 Third-Party Certifications and Audits. IRBUSINESS/IRBINC.COM has obtained the third-party certifications and audits set forth in the Security, Privacy and Architecture Documentation. Upon Customer's written request at reasonable intervals, and subject to the confidentiality obligations set forth in the Agreement, IRBUSINESS/IRBINC.COM shall make available to Customer that is not a competitor of IRBUSINESS/IRBINC.COM (or Customer's independent, third-party auditor that is not a competitor of IRBUSINESS/IRBINC.COM) a copy of IRBUSINESS/IRBINC.COM's then most recent third-party audits or certifications, as applicable.

7. CUSTOMER DATA INCIDENT MANAGEMENT AND NOTIFICATION

IRBUSINESS/IRBINC.COM maintains security incident management policies and procedures specified in the Security, Privacy and Architecture Documentation and shall notify Customer without undue delay after becoming aware of the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Customer Data, including Personal Data, transmitted, stored or otherwise Processed by IRBUSINESS/IRBINC.COM or its Sub-processors of which IRBUSINESS/IRBINC.COM becomes aware (a "**Customer Data Incident**"). IRBUSINESS/IRBINC.COM shall make reasonable efforts to identify the cause of such Customer Data Incident and take those steps as IRBUSINESS/IRBINC.COM deems necessary and reasonable in order to remediate the cause of such a Customer Data Incident to the extent the remediation is within IRBUSINESS/IRBINC.COM's reasonable control. The obligations herein shall not apply to incidents that are caused by Customer or Customer's Users.

8. RETURN AND DELETION OF CUSTOMER DATA

IRBUSINESS/IRBINC.COM shall return Customer Data to Customer and, to the extent allowed by applicable law, delete Customer Data in accordance with the procedures and timeframes specified in the Security, Privacy and Architecture Documentation.

9. AUTHORIZED AFFILIATES

Contractual Relationship. The parties acknowledge and agree that, by executing the Agreement, Customer enters into the DPA on behalf of itself and, as applicable, in the name and on behalf of its Authorized Affiliates, thereby establishing a separate DPA between IRBUSINESS/IRBINC.COM and each such Authorized Affiliate subject to the provisions of the Agreement. Each Authorized Affiliate agrees to be bound by the obligations under this DPA and, to the extent applicable, the Agreement. For the avoidance of doubt, an Authorized Affiliate is not and does not become a party to the Agreement, and is only a party to the DPA. All access to and use of the Services and Content by Authorized Affiliates must comply with the terms and conditions of the Agreement and any violation of the terms and conditions of the Agreement by an Authorized Affiliate shall be deemed a violation by Customer.

Communication. The Customer that is the contracting party to the Agreement shall remain responsible for coordinating all communication with IRBUSINESS/IRBINC.COM under this DPA and be entitled to make and receive any communication in relation to this DPA on behalf of its Authorized Affiliates.

Rights of Authorized Affiliates. Where an Authorized Affiliate becomes a party to the DPA with IRBUSINESS/IRBINC.COM, it shall to the extent required under applicable Data Protection Laws and Regulations be entitled to exercise the rights and seek remedies under this DPA, subject to the following:

9.3.1 Except where applicable Data Protection Laws and Regulations require the Authorized Affiliate to exercise a right or seek any remedy under this DPA against IRBUSINESS/IRBINC.COM directly by itself,

the parties agree that (i) solely the Customer that is the contracting party to the Agreement shall exercise any such right or seek any such remedy on behalf of the Authorized Affiliate, and (ii) the Customer that is the contracting party to the Agreement shall exercise any such rights under this DPA not separately for each Authorized Affiliate individually but in a combined manner for itself and all of its Authorized Affiliates together (as set forth, for example, in Section 9.3.2, below).

9.3.2 The parties agree that the Customer that is the contracting party to the Agreement shall, when carrying out an on- site audit of the procedures relevant to the protection of Personal Data, take all reasonable measures to limit any impact on IRBUSINESS/IRBINC.COM and its Sub-Processors by combining, to the extent reasonably possible, several audit requests carried out on behalf of itself and all of its Authorized Affiliates in one single audit.

10. LIMITATION OF LIABILITY

Each party's and all of its Affiliates' liability, taken together in the aggregate, arising out of or related to this DPA, and all DPAs between Authorized Affiliates and IRBUSINESS/IRBINC.COM, whether in contract, tort or under any other theory of liability, is subject to the 'Limitation of Liability' section of the Agreement, and any reference in such section to the liability of a party means the aggregate liability of that party and all of its Affiliates under the Agreement and all DPAs together.

For the avoidance of doubt, IRBUSINESS/IRBINC.COM's and its Affiliates' total liability for all claims from Customer and all of its Authorized Affiliates arising out of or related to the Agreement and all DPAs shall apply in the aggregate for all claims under both the Agreement and all DPAs established under the Agreement, including by Customer and all Authorized Affiliates, and, in particular, shall not be understood to apply individually and severally to Customer and/or to any Authorized Affiliate that is a contractual party to any such DPA.

11. PARTIES TO THIS DPA

The Section "HOW THIS DPA APPLIES" specifies which IRBUSINESS/IRBINC.COM entity is party to this DPA. Where the Standard Contractual Clauses are applicable, IRBUSINESS/IRBINC.COM.com, inc. is the signatory to the Standard Contractual Clauses. Where the IRBUSINESS/IRBINC.COM entity that is a party to this DPA is not IRBUSINESS/IRBINC.COM.com, inc., that IRBUSINESS/IRBINC.COM entity is carrying out the obligations of the data importer on behalf of IRBUSINESS/IRBINC.COM.com, inc. Notwithstanding the signatures below of any other IRBUSINESS/IRBINC.COM entity, such other IRBUSINESS/IRBINC.COM entities are not a party to this DPA or the Standard Contractual Clauses.

12. LEGAL EFFECT

This DPA shall only become legally binding between Customer and IRBUSINESS/IRBINC.COM (and IRBUSINESS/IRBINC.COM.com, inc., if different) when the formalities steps set out in the Section "HOW TO EXECUTE THIS DPA" above have been fully completed.