MOLECULE SOFTARE, INC.
DATA PROCESSING ADDENDUM

This Data Processing Addendum, including the Schedules hereto and the Standard Contractual Clauses where applicable, ("**DPA**"), is entered into between **Molecule Software, Inc.** ("**Company**") and the entity identified in the Agreement (defined below) ("**Customer**") (each referred to as a "**Party**" and collectively as the "**Parties**"). This DPA is incorporated by reference into the applicable subscription services agreement governing use of the Service (the "**Agreement**") between the Parties. All capitalized terms used in this DPA but not defined will have the meaning set forth in the Agreement. Capitalized terms used but not defined in this DPA have the meanings set forth in the Agreement.

This DPA reflects the Parties' agreement with respect to the processing of Customer Personal Data (defined below) under the Agreement. Acceptance of this DPA shall be deemed to constitute acceptance of the applicable Standard Contractual Clauses (defined below). This DPA consists of three parts: main body, Schedule 1 (Transfer Mechanisms for Standard Contractual Clauses), and Schedule 2 (Annexes I through III to the Standard Contractual Clauses).

1. **Definitions**. Capitalized terms used but not defined in this DPA have the meanings set forth in the Agreement.

    "**Affiliate**" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity, where "control" means direct or indirect ownership or control of more than fifty percent (50%) of the voting interests of the subject entity.

    "**Authorized Affiliate**" means any of Customer's Affiliate(s) which (a) is subject to the data protection laws and regulations of the European Union, the European Economic Area and/or their member states, the United Kingdom, and or Switzerland, and (b) is permitted to use the Service pursuant to the Agreement between Customer and Company, but has not signed its own Order Form with Company and is not a "Customer" as defined under the Agreement.

    "**Applicable Data Protection Laws**" means the applicable data protection laws, regulations, and other legal or regulatory requirements relating to privacy, data protection, security, or the processing of personal data including: (a) the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of Customer Personal Data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) which includes the EU/US DPF ("**GDPR**"), (b) the GDPR and other data protection laws and regulations of the EEA and European Union, and the Member States of each of the foregoing, to the extent applicable to the processing of Customer Personal Data under the Agreement ("**European Data Protection Laws**"), (c) the GDPR as saved into United Kingdom law by virtue of section 3 of the United Kingdom's European Union (Withdrawal) Act 2018 and the Data Protection Act 2019 ("**UK GDPR**"), (d) the Swiss Federal Data Protection Act ("**Swiss DPA**"), and (e) the California Consumer Privacy Act of 2018 and any regulations promulgated thereunder, in each case, as amended from time to time, including the California Privacy Rights Act of 2020, and any regulations promulgated thereunder ("**CCPA**").

    "**controller**," "**business operator**," "**personal data**," "**process**," "**processing**," "**processor**," and "**data subject**" will have the same meanings as defined by Applicable Data Protection Laws. Other relevant terms such as "**business**," "**business purpose**," "**consumer**," "**personal information**," "**sale**" (including the terms "**sell**," "**selling**," "**sold**," and other variations thereof), "**service provider**," "**share**," or "**sharing**" for purposes of "**cross-context behavioral advertising**," and "**third party**" have the meanings given to those terms under Applicable Data Protection Laws.

    "**Customer Personal Data**" means personal data, personal information, or personally identifiable information that Customer uploads or otherwise inputs into the Service and which is processed by Company on behalf of Customer in connection with provision of the Service under the Agreement. Unless otherwise agreed to in writing, Customer Personal Data processed pursuant to the Agreement explicitly excludes Restricted Data.

    "**EEA**" means the European Economic Area.

    "**Restricted Data**" means any Customer Personal Data or other information that falls within any "special categories of data" as defined in Applicable Data Protection Laws, including but not limited to: social security numbers or other government-issued identification numbers; financial account numbers and credentials, credit card information, health and health-related information and Customer Personal Data of children, including, without limitation, all information about children under 16 years of age.

"**Public Authority**" means a government agency or law enforcement authority, including judicial authorities.

"**Restricted Transfer**" means: (i) where the GDPR applies, a transfer of personal data from the EEA to a country outside of the EEA which is not subject to an adequacy determination by the European Commission; (ii) where the UK GDPR applies, a transfer of personal data from the United Kingdom to any other country which is not subject to adequacy regulations adopted pursuant to Section 17A of the UK DPA 2018; and (iii) where the Swiss DPA applies, a transfer of personal data to a country outside of Switzerland which is not included on the list of adequate jurisdictions published by the Swiss Federal Data Protection and Information Commissioner.

"**Security Incident**" means a confirmed breach of Company's security that results in the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Customer Personal Data processed by Company and/or its Subprocessors in connection with provision of the Service Customer Personal Data.

"**Standard Contractual Clauses**" means (i) where the GDPR applies, the standard contractual clauses annexed to the European Commission's Implementing Decision 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the European Council (available as of June 2021 https://eur-lex.europa.eu/eli/dec_impl/2021/914/oj), (the "**EU SCCs**"); (ii) where the UK GDPR applies, the applicable standard data protection clauses adopted pursuant to Article 46(2)(c) or (d) of the UK GDPR including the standard data protection clauses issued by the commissioner under s119A(1) of the UK DPA 2018 as revised from time to time ("**UK Addendum**"); and (iii) where the Swiss DPA applies, the applicable standard data protection clauses issued, approved or recognized by the Swiss Federal Data Protection and Information Commissioner (the "**Swiss SCCs**").

"**Subprocessors**" or "**Sub-processor**" means any third party processor that Company engages to process Customer Personal Data in relation to the Services.

2. **Provision of the Service.**

   In connection with Company providing the Service to Customer, the Parties anticipate that Company will process Customer Personal Data, and the Parties agree to comply with the terms of this DPA in connection therewith.

3. **Duration and Scope of DPA**.

   This DPA will remain in effect so long as Company processes Customer Personal Data, notwithstanding the expiration or termination of the Agreement. Schedules 1 and 2 to this DPA apply solely to processing subject to European Data Protection Laws. Schedule 3 to this DPA applies solely to processing subject to the UK GDPR. Schedule 4 to this DPA applies solely to the extent Customer is a "business" (as defined in CCPA) with respect to such processing. **For the avoidance of doubt, if Company's processing activities involving Customer Personal Data are not within the scope of an Applicable Data Protection Laws, then such laws are not applicable for purposes of this DPA.**

4. **Relationship of the Parties.**

   a. **Company as a Processor and Service Provider.** The Parties acknowledge and agree that with regard to Customer Personal Data, Customer is a controller and business operator, and Company is a processor and service provider, as defined by Applicable Data Protection Laws.

   b. **Company as a Subprocessor.** In circumstances in which Customer may be a processor, Customer appoints Company as Customer's Subprocessor, which will not change the obligations of either Customer or Company under this DPA**.**

5. **Processing Purpose; Customer Instructions**.

   a. **Purpose Limitation**. Company will process Customer Personal Data for the following purposes: (a) in order to provide the Service in accordance with the Agreement; (b) in accordance with Customer's lawful instructions as set forth under Section 5(b) (Customer Instructions) below; (c) as necessary to comply with Applicable Data Protection Laws; and (d) as otherwise agreed in writing.

   b. **Customer Instructions**. Customer appoints Company as a processor (or Subprocessor) to process Customer Personal Data on behalf of, and in accordance with, Customer's instructions, and Company will process Customer Personal Data only in accordance with Customer's lawful instructions to Company. The Agreement, including this DPA, along with Customer's authorized configuration of the Service (as Customer may be able to modify from time to time), is a complete and final expression of such instructions, and Customer's additional instructions will be binding on Company only pursuant to an amendment to this DPA signed by both parties. Company shall inform Customer promptly: (a) if,

in its opinion, an instruction from Customer constitutes a breach of any Applicable Data Protection Laws; or (b) if Company is unable to follow Customer's instructions for the processing of Customer Personal Data.

c. **Restricted Data**. Customer acknowledges and agrees that the Service is not intended for the storage or use of Restricted Data. Customer represents and warrants to Company that Customer Data does not and will not, without Company's prior written consent on a case by case basis, contain any Restricted Data.

6. **Security of Customer Personal Data**.

    a. Company Security Measures. Company will use appropriate technical and organizational measures to protect Customer Personal Data that it processes. Such measures will take into account the state of the art, the costs of implementation and the nature, scope, context, and purposes of processing, as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, so as to ensure a level of security appropriate to the risk.

    b. Security Incidents. To the extent required by Applicable Data Protection Laws and taking into account the nature of processing and the information available to Company, Company will assist Customer by notifying it of a Security Incident without undue delay or within the time period required under Applicable Data Protection Laws. To the extent available, this notification will include:

        i. Company's then-current assessment of the nature of the Security Incident, including, where possible, the categories and approximate number of data subjects concerned; the categories and approximate number of personal data records concerned;

        ii. the likely consequences of the Security Incident; and

        iii. measures taken or proposed to be taken by Company to address the Security Incident, including, where applicable, measures to mitigate its possible adverse effects. Company's notification of or response to an Information Security Incident will not be construed as Company's acknowledgement of any fault or liability with respect to the Information Security Incident.

    Company will provide timely and periodic updates to Customer as additional information regarding the Security Incident becomes available. Customer acknowledges that any updates may be based on incomplete information. Company will not assess the contents of Customer Data for the purpose of determining if such Customer Data is subject to any requirements under Applicable Data Protection Laws. Nothing in this DPA or in the Standard Contractual Clauses will be construed to require Company to violate, or delay compliance with, any legal obligation it may have with respect to a Security Incident or other security incidents generally.

7. **Customer's Responsibilities**.

    Subject to the terms of this DPA, Customer, in its sole discretion, will determine all categories and types of Customer Personal Data it may submit and transfer to Company in connection with the Service. Customer shall have sole responsibility for the accuracy, quality, and legality of Customer Personal Data and the means by which Customer acquired Customer Personal Data and shall ensure that it has obtained all necessary consents and has a lawful basis for the processing of Customer Personal Data, in compliance with GDPR and other Applicable Data Protection Laws. Customer shall, in its use of the Service, process Customer Personal Data in accordance with the requirements of Applicable Data Protection Laws, including any applicable requirements to provide notice to data subjects of the use of Company as processor. Customer's instructions for the processing of Customer Personal Data shall comply with Data Protection Laws and Regulations. Customer is solely responsible for its use of the Service, including (i) making secure and appropriate use of the Service to ensure a level of security appropriate to the risk in respect of the Customer Personal Data, (ii) securing the authentication credentials, systems, and devices used to access the Service, and (iii) backing up Customer Data including Customer Personal Data.

8. **Compliance with Law and Data Subject Rights**.

    a. Compliance with Law. Each Party will comply with the terms of this DPA and all Applicable Data Protection Laws and, for clarity with respect to GDPR and/or UK GDPR, as provided in Schedules 1 and 2 hereto. In particular, Customer will comply with its obligations as controller (or on behalf of controller) and Company will comply with its obligations as processor.

    b. Responding to Individuals Exercising their Rights under Applicable Data Protection Laws. If Company receives a request from an individual seeking to exercise any rights afforded to them under Applicable Data Protection Laws regarding their Customer Personal Data, which may include: access, rectification, restriction of processing, erasure

("right to be forgotten"), data portability, objection to the processing, or to not be subject to an automated individual decision making (each, a "**Data Subject Request**"), then, to the extent legally permitted, Company will refer such individual back to the Customer. In the event Customer is unable to address a Data Subject Request in its use of the Service, Company will, upon Customer's written request, provide commercially reasonable efforts to assist Customer in responding to such Data Subject Request, to the extent that Company is legally permitted to do so and that the response to such Data Subject Request is required under Applicable Data Protection Laws. To the extent legally permitted, Customer will be responsible for any costs arising from Company's provision of additional functionality that Customer has requested to assist with a Data Subject Request.

c. <u>Customer Personal Data Disclosures & Government Requests</u>. Company will not disclose Customer Personal Data to any third party, including any Public Authority, except: (i) as permitted under the Agreement including this DPA; or (ii) as necessary to comply with Applicable Data Protection Laws, including with respect to any valid and/or binding Public Authority court order (e.g., a law enforcement subpoena). If Company receives a binding order from a Public Authority requesting access to or disclosure of Customer Personal Data, Company will notify Customer of the request unless otherwise legally prohibited.

9. **Subprocessing.**

a. <u>Subprocessors.</u> Customer acknowledges and agrees that Company's Affiliates and certain third parties may be retained as Subprocessors to process Customer Personal Data on Company's behalf in order to provide the Service. A list of Company's Subprocessors ("**Subprocessor Site**") is referred to in Annex III of Schedule 2 to this DPA. Company will impose contractual obligations on any Subprocessor Company appoints requiring it to protect Customer Personal Data to standards which are no less protective than those set forth under this DPA. Company remains liable for its Subprocessors' performance under this DPA to the same extent Company is liable for its own performance. When Company engages a new Subprocessor, Company will update the Subprocessor Site (including the name and location of the relevant Subprocessor and the activities it will perform). The Subprocessor agreements to be provided under Clause 9 of the Standard Contractual Clauses may have all commercial information and/or provisions unrelated to the Standard Contractual Clauses, redacted prior to sharing with Customer, and Customer agrees that such copies will be provided only upon Customer's written request.

b. <u>Right to Object to Subprocessor Changes</u>. Customer may object to Company's use of a new Subprocessor (based on reasonable grounds relating to data protection) by notifying Company promptly in writing at legal@molecule.io within thirty (30) days after notice as described in Section 9(a) above, and upon receipt of such written notice, Company will use commercially reasonable efforts to make available to Customer a change in the Service or Customer's configuration or use of the Service to avoid processing of Customer Personal Data by the objected-to new Subprocessor. If Company is unable to make available such change within a reasonable period of time, which will not exceed thirty (30) days unless otherwise agreed by the Parties, either Party may upon written notice delivered promptly thereafter terminate without penalty the applicable Order Form(s) or the Agreement.

10. **Data Transfers.**

a. Customer authorizes Company and its Subprocessors to make international transfers of Customer Personal Data in accordance with this DPA and Applicable Data Protection Laws.

b. Customer acknowledges and agrees that, subject to compliance with Applicable Data Protection Laws, Company may process Customer Personal Data where Company, its Affiliates, or its Subprocessors maintain data processing operations or personnel. The Parties agree that when the transfer of Customer Personal Data from Customer (as "data exporter") to Company (as "data importer") requires that certain appropriate safeguards ("Transfer Mechanism(s)") are put in place, the Parties will be subject to the following Transfer Mechanisms which will be deemed incorporated into and form a part of this DPA, as follows:

   (i) **Order of precedence.** In the event the Service is covered by more than one Transfer Mechanism, the transfer of Customer Personal Data will be subject to a single Transfer Mechanism, as applicable to such Customer Personal Data, and in accordance with the following order of precedence: (a) the Standard Contractual Clauses as referred to below; and, if neither of the preceding is applicable, then (b) other alternative data Transfer Mechanisms permitted under Applicable Data Protection Laws will apply.

(ii) **EU Standard Contractual Clauses.** The EU SCCs will apply to Restricted Transfers of Customer Personal Data protected by the GDPR and will be completed in accordance with Schedules 1 and 2 attached hereto.

(iii) **UK International Data Transfer Addendum.** The UK Schedule will apply to Restricted Transfers of Customer Personal Data protected by the UK GDPR and will be completed in accordance with Schedule 3 attached hereto.

(iv) **Swiss Standard Contractual Clauses.** In relation to Restricted Transfers of Customer Personal Data protected by the Swiss DPA, the EU SCCs will also apply to such transfers in accordance with Section 8(b)(iii) above, subject to the following:

(a) Any references in the EU SCCs to "Directive 95/46/EC" or "Regulation (EU) 2016/679" will be interpreted as references to the Swiss DPA;

(b) Any references to "EU", "Union" and "Member State law" will be interpreted as references to Swiss law; and

(c) Any references to the "competent supervisory authority" and "competent courts" will be interpreted as references to the relevant data protection authority and courts in Switzerland;

unless the EU SCCs as implemented above cannot be used to lawfully transfer such Customer Personal Data in compliance with the Swiss DPA, in which event the Swiss SCCs will instead be incorporated by reference and form an integral part of this DPA and will apply to such transfers. Where this is the case, the relevant Annexes or Appendices of the Swiss SCCs will be populated using the information contained in Schedule 2 of this DPA (as applicable).

c. It is not the intention of either Party to contradict or restrict any of the provisions set forth in the Standard Contractual Clauses where they are applicable, and, accordingly, if and to the extent the applicable Standard Contractual Clauses conflict with any provision of this DPA, the Standard Contractual Clauses will prevail to the extent of such conflict.

d. By entering into this DPA, the Parties are deemed to be signing the applicable Standard Contractual Clauses and its applicable Appendices and Annexes.

11. Audits.

a. **Audit**. Company will allow for and contribute to audits conducted by Customer or a third party auditor mutually agreed by both parties ("**Auditor**") of Company's then most recent third party certifications or audit results, as applicable, to the extent that Company makes these generally available to its customers ("**Records**") for the sole purpose of determining Company's compliance with this DPA subject to the terms of this Section 11, provided the Agreement remains in effect and such audit is at Customer's sole expense (an "**Audit**"). Customer may request an Audit upon fourteen (14) days' prior written notice to Company providing a detailed justification for any requested Audit, demonstrating a legitimate need based on reasonable grounds related to data protection compliance, and may do so no more than once annually Audits must be pre-arranged and agreed upon with Company at least thirty (30) days in advance, on mutually agreed terms.

b. **Further Written Requests and Inspections.** To the extent that the provision of Records does not provide reasonably sufficient information to allow Customer to determine Company's compliance with the terms of this DPA, Customer may, as necessary: (i) request additional information from Company in writing ("**Written Requests**"), and Company will respond to such Written Requests within a reasonable period of time; and (ii) only where Company's responses to such Written Requests do not provide the necessary level of information reasonably required by Customer, request access to Company's premises, systems, and staff to the extent reasonably necessary for such purpose, upon at least twenty one (21) days prior written notice to Company (an "**Inspection**"), subject to the Parties having mutually agreed upon (a) the scope, timing, and duration of the Inspection, (b) the use, if any, of a third party auditor mutually agreed by both Parties ("**Auditor**") to conduct the Inspection, (c) the Inspection being carried out only during Company's regular business hours, with minimal disruption to Company's business operations, and (d) all costs associated with the Inspection being borne by Customer (including Company's time in connection with facilitating the Inspection, charged at Company's then-current rates). Inspections will be permitted no more than once annually, except in the event of a Security Incident occurring on Company's systems, in which case Customer may request an Audit within a reasonable period of time following such Security Incident. Customer shall promptly notify Company and provide

information about any actual or suspected non-compliance discovered during an Audit. The provisions of this Section 11 are not intended to, nor shall they, derogate from or materially alter the provisions on audits as specified in the Standard Contractual Clauses.

c. **Confidentiality.** In connection with any Audit or Inspection conducted in accordance with this Section 11, the Auditor shall enter into a confidentiality agreement with Company prior to conducting the audit in such form as the Company may require and shall ensure that its personnel comply with Company's policies and procedures. Auditors will not be entitled to receive any data or information pertaining to other clients of Company or any other Confidential Information of Company that is not directly relevant for the authorized purposes of the Audit or Inspection.

12. **DPIAs and Consultation with Supervisory Authorities or Regulatory Authorities**.

Taking into account the nature of the processing and the information available to Company, Company will provide reasonable assistance to and cooperation with Customer for Customer's performance of any data protection impact assessment of the processing or proposed processing of Customer Personal Data involving Company to the extent required under GDPR ("**DPIA**"), and in consultation with supervisory authorities or other regulatory authorities as required, by providing Customer with any publicly available documentation for the Service or by complying with Section 11 (Audits). Additional support for DPIAs or relations with regulators may be available and would require mutual agreement on fees, the scope of Company's involvement, and any other terms that the Parties deem appropriate.

13. **Return or Deletion of Customer Personal Data**.

Upon written verified request from Customer's authorized representative (which, for purposes of this Section 13, is either a billing owner, designated administrator of the Service or a Customer personnel who has confirmed in writing that they are authorized to make decisions on behalf of the Customer) made within thirty (30) days after the effective date of termination or expiration of this Agreement, Company will delete Customer Personal Data unless prohibited by Applicable Data Protection Laws. After such 30-day period, if no such request is received by Company, Company will have no obligation to maintain any Customer Personal Data and may delete all Customer Personal Data in accordance with its obligations under Applicable Data Protection Laws.

14. **Miscellaneous**.

In the event of any conflict or inconsistency between this DPA and the other terms of the Agreement, this DPA will govern with respect to such issue. Notwithstanding anything to the contrary elsewhere stated in the Agreement or in any order form entered in connection therewith, the Parties acknowledge and agree that Company's access to Customer Personal Data does not constitute part of the consideration exchanged by the Parties in respect of the Agreement, any notices required or permitted to be given by Company to Customer under this DPA may be given: (a) in accordance with any notice clause of the Agreement; (b) to Company's primary points of contact with Customer; or (c) to any email provided by Customer for the purpose of providing it with Services-related communications or alerts. Customer is solely responsible for ensuring that such email addresses are valid.

SCHEDULE 1

TRANSFER MECHANISMS FOR STANDARD CONTRACTUAL CLAUSES

1. **Definitions**. For the purposes of this Schedules 1 and Schedule 2, these terms shall be defined as follows:

   a. "**EU Controller to Processor Transfer Clauses**" means Standard Contractual Clauses sections I, II, III and IV (as applicable) to the extent they reference Module Two (Controller-to-Processor).

   b. "**EU Processor to Processor Transfer Clauses**" means Standard Contractual Clauses sections I, II III and IV (as applicable) to the extent they reference Module Three (Processor-to-Processor).

2. **International Transfer Mechanisms**. If, in the performance of the Services, Customer Personal Data that is subject to GDPR, or any other law relating to the protection or privacy of individuals under European Data Protection Laws, is transferred to countries which do not ensure an adequate level of data protection within the meaning of the European Data

Protection Laws, the transfer mechanisms listed below shall apply to such transfers and can be directly enforced by the Parties to the extent such transfers are subject to the European Data Protection Laws:

a. <u>The EU Controller to Processor Transfer Clauses</u>. Where Customer and/or its Authorized Affiliate is a controller and a data exporter of Customer Personal Data, and Company is a processor and data importer in respect of that Customer Personal Data, then the Parties shall comply with the EU Controller to Processor Transfer Clauses, subject to the additional terms in this Schedule 1; and/or

b. <u>The EU Processor to Processor Transfer Clauses</u>. Where Customer and/or its Authorized Affiliate is a processor acting on behalf of a controller and a data exporter of Customer Personal Data, and Company is a processor and data importer in respect of that Customer Personal Data, the Parties shall comply with the terms of the EU Processor to Processor Transfer Clauses, subject to the additional terms in this Schedule 1.

3. **Roles**. For the purposes of the EU Controller to Processor Transfer Clauses and the EU Processor to Processor Transfer Clauses, Customer is the data exporter, and Company is the data importer and the Parties agree to the following. If and to the extent an Authorized Affiliate relies on the EU Controller to Processor Transfer Clauses or the EU Processor to Processor Transfer Clauses for the transfer of Customer Personal Data, any references to Customer in this Schedule includes such Authorized Affiliate. Where this Schedule 1 does not explicitly mention EU Controller to Processor Transfer Clauses or EU Processor to Processor Transfer Clauses it applies to both of them.

4. **Standard Contractual Clauses Operative Provisions and Additional Terms**.

a. <u>Reference to the Standard Contractual Clauses</u>. The relevant provisions contained in the Standard Contractual Clauses are incorporated by reference and are an integral part of this DPA. The information required for the purposes of the Annexes to the Standard Contractual Clauses are set out in Schedule 2.

b. <u>Docking Clause</u>. The option under clause 7 shall not apply.

c. <u>Instructions</u>. This DPA and the Agreement are Customer's complete and final documented instructions at the time of signature of the Agreement to Company for the processing of Customer Personal Data. Any additional or alternate instructions must be consistent with the terms of this DPA and the Agreement. For the purposes of clause 8.1(a), the instructions by Customer to process Customer Personal Data include onward transfers to a third party located outside the EEA for the purpose of the performance of the Services.

d. <u>Certification of Deletion</u>. The Parties agree that the certification of deletion of Customer Personal Data that is described in clauses 8.5 and 16(d) of the Standard Contractual Clauses shall be provided by Company to Customer only upon Customer's written request.

e. <u>Security of Processing</u>. For the purposes of clause 8.6(a), Customer is solely responsible for making an independent determination as to whether the technical and organisational measures set forth herein meet Customer's requirements and agrees that (taking into account the state of the art, the costs of implementation, and the nature, scope, context and purposes of the processing of its Customer Personal Data as well as the risks to individuals) the security measures and policies implemented and maintained by Company provide a level of security appropriate to the risk with respect to its Customer Personal Data. For the purposes of clause 8.6(c), personal data breaches (i.e., Information Security Incidents) will be handled in accordance with Section 6(b) of this DPA.

f. <u>Audits of the SCCs</u>. The Parties agree that the audits described in clause 8.9 of the Standard Contractual Clauses shall be carried out in accordance with Section 11 of this DPA.

g. <u>General Authorization for Use of Subprocessors</u>. (i) Option 2 under clause 9 shall apply. The data importer has the data exporter's general authorization for the engagement of Subprocessor(s) from those set forth in Annex III (see Schedule 2 below). The data importer shall inform the data exporter in writing of any intended changes to that list through the addition or replacement of sub-processors. The data importer shall provide the data exporter with the information necessary to enable the data exporter to exercise its right to object. (ii) Where Company enters into the EU Processor to Processor Transfer Clauses with a Subprocessor in connection with the provision of the Services, Customer hereby grants Company and Company's Affiliates authority to provide a general authorization on controller's behalf for the engagement of Subprocessors by Subprocessors engaged in the provision of the Services, as well as decision making and approval authority for the addition or replacement of any such Subprocessors.

h. <u>Notification of New Subprocessors and Objection Right</u>. Pursuant to clause 9(a), Customer acknowledges and expressly agrees that Company may engage new Subprocessors as described in Section 4(g) above. Company shall inform Customer of any changes to Subprocessors following the procedure provided for in Section 4(g) above. Customer may object to new Subprocessors as described in Section 9(b) of the DPA.

i. <u>Redress</u>. The option under clause 11 shall not apply. Company shall inform Customer if it receives a Data Subject Request with respect to Customer Personal Data and shall without undue delay communicate the complaint or dispute to Customer. Company shall not otherwise have any obligation to handle the request (unless otherwise agreed with Customer).

j. <u>Liability</u>. Company's liability under clause 12(b) shall be limited to any damage caused by its processing where Company has not complied with its obligations under the GDPR specifically directed to processors, or where it has acted outside of or contrary to lawful instructions of Customer, as specified in Article 82 GDPR.

k. <u>Supervision</u>. Clause 13 shall apply as follows:

   i. Where Customer is established in an EU Member State, the "competent supervisory authority" is the Data Protection Commission of Ireland.

   ii. Where Customer 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 shall act as competent supervisory authority.

   iii. Where Customer is established in the United Kingdom or falls within the territorial scope of application of UK GDPR, the Information Commissioner's Office shall act as competent supervisory authority.

   iv. Where Customer is established in Switzerland or falls within the territorial scope of application of the Swiss DPA, the Swiss Federal Data Protection and Information Commissioner shall act as competent supervisory authority.

l. <u>Notification of Government Access Requests`1</u>. For the purposes of clause 15(1)(a), Company shall notify Customer (only) and not the data subject(s) in case of government access requests. Customer shall be solely responsible for promptly notifying the data subject as necessary.

m. <u>Governing Law</u>. The governing law for the purposes of clause 17 shall be the law that is designated in the applicable section of the Agreement. If the Agreement is not governed by an EU Member State law, the Standard Contractual Clauses will be governed by either: (i) the laws of Ireland; or (ii) where the Agreement is governed by the laws of the United Kingdom, the laws of the United Kingdom.

n. <u>Choice of Forum and Jurisdiction</u>. The courts under clause 18 shall be those designated in the Agreement. If the Agreement does not designate an EU Member State court as having exclusive jurisdiction to resolve any dispute or lawsuit arising out of or in connection with this Agreement, the Parties agree that the courts of either: (i) Ireland; or (ii) where the Agreement designates the United Kingdom as having exclusive jurisdiction, the United Kingdom, shall have exclusive jurisdiction to resolve any dispute arising from the Standard Contractual Clauses.

o. <u>Data Exports from the United Kingdom under the Standard Contractual Clauses</u>. In case of any transfers of Customer Personal Data from the United Kingdom subject exclusively to the UK GDRP, except where such processing is subject to Schedule 3 hereto: (i) general and specific references in the Standard Contractual Clauses to GDPR or EU or Member State Law shall have the same meaning as the equivalent reference in the Applicable Data Protection Laws of the United Kingdom (i.e., UK GDPR); and (ii) any other obligation in the Standard Contractual Clauses determined by the Member State in which the data exporter or data subject is established shall refer to an obligation under UK GDPR.

p. <u>Conflict</u>. The Standard Contractual Clauses are subject to this DPA, and the additional safeguards set out hereunder. The rights and obligations afforded by the Standard Contractual Clauses will be exercised in accordance with this DPA, unless stated otherwise. In the event of any conflict or inconsistency between the body of this DPA and the Standard Contractual Clauses, the Standard Contractual Clauses shall prevail.

5. **Additional Terms for the EU Processor to Processor Transfer Clauses**. For the purposes of the EU Processor to Processor Transfer Clauses (only), the Parties agree the following:

   a. <u>Instructions and notifications</u>. For the purposes of clause 8.1(a), Customer hereby informs Company that it acts as Processor under the instructions of the relevant controller in respect of Customer Personal Data. Customer warrants that its processing instructions as set out in the Agreement and this DPA, including its authorizations to Company for the appointment of Subprocessors in accordance with this DPA, have been authorized by the relevant controller. Customer shall be solely responsible for forwarding any notifications received from Company to the relevant controller where appropriate.

b. <u>Security of Processing</u>. For the purposes of clause 8.6(c) and (d), Company shall provide notification of a personal data breach (i.e., an Information Security Incident) concerning Customer Personal Data processed by Company to Customer.

c. <u>Documentation and Compliance</u>. For the purposes of clause 8.9, all enquiries from the relevant controller shall be provided to Company by Customer. If Company receives an enquiry directly from a controller, it shall forward the enquiry to Customer and Customer shall be solely responsible for responding to any such enquiry from the relevant controller where appropriate.

d. <u>Data Subject Rights</u>. For the purposes of clause 10 and subject to section 3 of this DPA, Company shall notify Customer about any request it has received directly from a data subject without obligation to handle it (unless otherwise agreed) but shall not notify the relevant controller. Customer shall be solely responsible for cooperating with the relevant controller in fulfilling the relevant obligations to respond to any such request.

SCHEDULE 2

ANNEXES I THROUGH III TO THE STANDARD CONTRACTUAL CLAUSES

ANNEX I

A. LIST OF PARTIES

(a) **MODULE TWO: Transfer by controller to processor**
(b) **MODULE THREE: Transfer by processor to processor**

Data exporter(s):	**Details/Descriptions**
Name:	Customer, a user of the Service
Address:	Address as listed in the Agreement
Contact person's name, position, and contact details:	Contact information as listed in the Agreement
Activities relevant to the data transferred under these Clauses:	Activities relevant are described in Section B below
Signature and date:	See Section 10(d) of DPA
Role (controller/processor):	controller and/or processor

Data importer(s):	**Details/Descriptions**
Name:	Molecule Software, Inc., provider of the Service
Address:	1333 West Loop South, Suite 820, Houston, TX 77027 USA
Contact person's name, position, and contact details:	legal@molecule.io
Activities relevant to the data transferred under these Clauses:	Activities relevant are described in Section B below
Signature and date:	See Section 10(d) of DPA
Role (controller/processor):	Processor

B. DESCRIPTION OF THE TRANSFER

MODULE TWO: Transfer controller to processor
MODULE THREE: Transfer processor to processor

Categories of data subjects whose personal data is transferred

The categories of data subjects whose personal data is transferred are determined solely by the data exporter. In the normal course of the data importer's Service, the categories of data subject might include (but are not limited to): the data exporter's personnel, customers, service providers, business partners, affiliates, and other End Users.

Categories of personal data transferred

The categories of personal data transferred are determined solely by the data exporter. In the normal course of the data importer's Service, the categories of personal data transferred might include (but are not limited to): name, email address, telephone, title, localization data, connection data entered by the data exporter or its End Users.

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.

Subject to the terms of the DPA, at its sole discretion, Customer determines all categories and types of Customer Personal Data it may submit and transfer to Company through the Service. Customer is responsible for the secure and appropriate use of the Service to ensure a level of security appropriate to the risk in respect to Customer Personal Data and agrees that compliance and security measures as set forth in the Agreement and this DPA are deemed sufficient safeguards for processing of any such data that Customer provides to the Service

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

Continuous with use of the Service

Nature of the processing

The provision of the Service to Customer in accordance with the Agreement

Purpose(s) of the data transfer and further processing

To provide the Service to Customer as described in the Agreement and otherwise in accordance with 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 as long as necessary to provide the Service as described in the Agreement, as legally or contractually required, or upon receipt of Customer's written request for deletion.

For transfers to (sub-) processors, also specify subject matter, nature, and duration of the processing

The subject matter, nature and duration of the processing are specified above and in the Agreement.

C.   COMPETENT SUPERVISORY AUTHORITY

MODULE TWO: Transfer controller to processor
MODULE THREE: Transfer processor to processor

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

Customer agrees the competent supervisory authority will be the Data Protection Commission (DPC) of Ireland.

ANNEX II

TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA

MODULE TWO: Transfer controller to processor
MODULE THREE: Transfer processor to processor

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.

- https://molecule.io/legal/security

ANNEX III

LIST OF SUB-PROCESSORS

List of Company Subprocessors available at: https://molecule.io/legal/subprocessors

SCHEDULE 3

TRANSFER MECHANISMS FOR UK GDPR

A. **Definitions**. For the purposes of this Schedule 3, these terms shall be defined as follows:

   a. "**UK GDPR IDTA**" means the terms of the "International Data Transfer Agreement" (located here: https://ico.org.uk/media/for-organisations/documents/4019538/international-data-transfer-agreement.pdf) and issued pursuant to Section 119A of the Data Protection Act 2018.

   b. "**UK GDPR Addendum"** or **"UK Addendum"** means the terms of the "International Data Transfer Addendum to the European Commission's Standard Contractual Clauses for International Data Transfers" (located here: https://ico.org.uk/media/for-organisations/documents/4019539/international-data-transfer-addendum.pdf) and issued pursuant to Section 119A of the Data Protection Act 2018.

B. **International Transfer Mechanisms**. If, in the performance of the Services, Customer Personal Data that is subject to UK GDPR or any other law relating to the protection or privacy of individuals that applies in the United Kingdom is transferred out of the United Kingdom to countries which do not ensure an adequate level of data protection within the meaning of the European Data Protection Laws, the UK GDPR IDTA and/or UK Addendum shall apply to such transfers and can be directly enforced by the Parties to the extent such transfers are subject to the UK GDPR.

C. **Appendix Information**. Annexes I through III, set forth in Schedule 2 to this DPA, contain Appendix Information for the UK IDTA and UK Addendum and are incorporated therein by reference.