

OVERLEAF DATA PROCESSING ADDENDUM

This Data Processing Addendum (“**DPA**”) shall form part of any agreement pursuant to which Writelatex Ltd. (“**Overleaf**”) agrees to provide products, services and / or data (“**Services**”) to you (the “**Agreement**”) that expressly incorporates this DPA. Capitalised terms used herein and not otherwise defined shall have the respective meanings given in the Agreement. If a provision in this DPA conflicts with another provision in the Agreement that specifically governs the Processing of Personal Information, then the provision of this DPA will prevail.

1 Processing of Customer Personal Information

1.1 Where Overleaf Processes Personal Information on your behalf, it shall do so in accordance with its obligations under the Data Protection Laws and shall:

- a) only Process the Customer Personal Information: (i) to perform its obligations under the Agreement and to meet your other documented and reasonable instructions; and (ii) to comply with any applicable law to which Overleaf is subject, in which case Overleaf shall (if legally permissible) inform you of that legal requirement before such Processing;
- b) inform you if it receives an instruction that, in Overleaf’s opinion, conflicts with Data Protection Laws, provided Overleaf shall have no liability to you whatsoever arising from any failure to notify you of such conflict or reliance placed on any notice given;
- c) implement appropriate technical and organisational measures in relation to its Processing of the Customer Personal Information to ensure a level of security appropriate to the risks presented by the Processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Customer Personal Information transmitted, stored or otherwise Processed, having regard to the state of technological development and the cost of implementing any measures. Notwithstanding, you shall be responsible for evaluating the adequacy of such measures for your needs;
- d) provide reasonable assistance to you in responding to any request from a Data Subject made, and otherwise to comply with your obligations, under the Data Protection Laws, including those obligations relating to: (i) security of Processing; (ii) notification by you of Personal Data Breaches to Supervisory Authorities or Data Subjects; and (iii) data protection impact assessments; in each case at your reasonable cost and only to the extent that you do not have access to the information required and are otherwise unable to respond/comply without Overleaf’s assistance, including through functionality that may be included as part of the Services;
- e) upon becoming aware of a Personal Data Breach affecting Customer Personal Information, inform you without undue delay and provide details of the breach;
- f) ensure that all Overleaf personnel authorised to Process the Customer Personal Information are subject to a duty of confidentiality (contractual or statutory); and
- g) at your written request, either delete or return to you the Customer Personal Information within a reasonable period of the later of the expiry or termination of the Agreement and any post-termination obligations and/or rights relating to such Customer Personal Information (unless retention is required by applicable law).

1.2 The details of the Processing of Customer Personal Information by Overleaf are set out in Annex 1 to this DPA.

1.3 You generally authorise the appointment by Overleaf of its Affiliates, hosting providers and any other sub-contractors (“**Sub-Processors**”) who may from time to time be engaged by Overleaf to Process the Customer Personal Information as part of the Services, who in each

case are subject to written terms that comply with the Data Protection Laws. Overleaf shall make a current list of Sub-Processors available to you and shall remain liable for their acts or omissions as if they were its own. You may object to the appointment of any new Sub-Processor in writing within ten (10) days of being informed of the same and Overleaf shall act reasonably to consider such objection and seek to propose an alternative solution, together with any additional cost required for their implementation.

- 1.4 Save to the extent otherwise specified in the Agreement, you authorise the transfer of Customer Personal Information outside the UK, European Economic Area and/or other jurisdiction in which you are based as required to perform the Services, including to any countries in which Overleaf's Sub-Processors operate. The Standard Contractual Clauses are incorporated into, and form part of, this DPA and will apply to any transfer of Customer Personal Information made to countries not recognised by the European Commission as providing an adequate level of protection where such processing is subject to GDPR and/or a valid Privacy Shield certification or an alternative recognised compliance standard for the lawful transfer of Personal Data does not apply, and for such purposes Overleaf shall be the "data importer" and you shall be the "data exporter".
- 1.5 Overleaf shall provide you with such reasonable information as is necessary to verify its compliance with this DPA and allow for and contribute to reasonable audits at mutually convenient dates and times, including inspections, by you (or an independent auditor you reasonably appoint) for that purpose on reasonable notice during working hours, but no more than once in any twelve (12) month period, subject to you ensuring that any such audit or inspection is undertaken to the least invasive degree practicable, without causing disruption and in accordance with any relevant policies and procedures. All information obtained or generated in connection with this clause shall be treated as Confidential Information of Overleaf.

2 General

- 2.1 You shall comply with your obligations under the Data Protection Laws. Without prejudice to the generality of the foregoing, you shall: (i) ensure Data Subjects are provided with all information required under Data Protection Laws in respect of Personal Information you provide to Overleaf; (ii) ensure that the Processing of Personal Information in accordance with your instructions will not cause Overleaf to breach Data Protection Laws or any other applicable law; and (iii) not provide or make available to Overleaf any special categories of Personal Information (as defined under Data Protection Laws).
- 2.2 You acknowledge that Overleaf may derive and collect aggregate or other non-personal data from the use of the Services for product improvement, analytical, reporting and research purposes, which may involve the Processing of Personal Information. Overleaf will ensure that the results of this Processing do not identify you or any of your Data Subjects and that all such Processing is subject to appropriate technical and organizational measures.
- 2.3 Notices or other information to be provided to you in connection with the subject matter of this DPA may be given by posting the information on a support, status or other webpage related to the relevant Service. Overleaf will notify the representative listed in the relevant Order Form of any material update required to the terms of this DPA, including to comply with DP Laws, and you may decline such update by notice in writing within thirty (30) days and the then current terms of this DPA will continue to apply until the next Renewal Period for the affected Service. If the affected Service is renewed, it will be renewed under the then current terms of this DPA.
- 2.4 This DPA shall form part of, and terminate automatically, upon termination or expiry of the Agreement. This DPA and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by the same laws and subject to the same jurisdiction as the Agreement.

3 Defined Terms

“Customer Personal Information” means Personal Information that is Processed by Overleaf in its capacity as your Data Processor.

“Data Protection Laws” means General Data Protection Regulation (EU) 2016/679 (**“GDPR”**), together with applicable local data protection or privacy legislation related to the same such as the Data Protection Act 2018, and such other data protection or privacy laws to the extent they require a party to impose on the other party the same or substantially similar rights and/or obligations set out in this DPA.

“Personal Information” means information about living individuals that is subject to the Data Protection Laws to the extent such information is Processed under the Agreement in a way which is also subject to those laws.

“Process/Processing”, “Data Controller”, “Data Processor”, “Data Subject”, “Personal Data Breach” and **“Supervisory Authority”** shall have the same meaning as in the Data Protection Laws.

“Standard Contractual Clauses” means the standard contractual clauses for the transfer of personal data to processors established in third countries under Directive 95/46/EC approved by the European Commission Decision of 5 February 2010, as may be updated or superseded, incorporating Annex 2.

Annex 1

Data Processing Details

1 Subject matter of the Processing

Overleaf's provision of the Service(s) to you pursuant to the Agreement.

2 Nature and purpose of the Processing

Overleaf will Process Personal Information in the course of providing the Service(s).

3 Duration of the Processing

During the term of the Agreement and the period of any post-termination obligations and/or rights relating to such Personal Information.

4 Categories of Data Subjects

End users of the Services and any other person whose details you may provide to be integrated into the Service(s).

5 Type of Personal Information

Any of: name; contact information; supplementary identifiers (e.g. ORCID ID, institutional identifiers, photos); basic professional information (e.g. job title, place of work/research/department); research-biography information (e.g. publication and affiliation history), in each case as may be relevant to the Service(s).

Overleaf does not knowingly Process (and you shall not submit to Overleaf for Processing) any special categories of data (as defined under Data Protection Laws).

Annex 2

Data Processing Details required for Standard Contractual Clauses

Appendix 1 to the Standard Contractual Clauses

Data exporter

The data exporter is the entity identified as “Customer” in the Agreement.

Data importer

The data importer is Overleaf.

Data subjects

Data subjects are defined in Annex 1 to the DPA.

Categories of data

The personal data is defined in Annex 1 to the DPA.

Processing operations

The personal data transferred will be subject to the following basic processing activities (please specify):

The processing operations are defined in Annex 1 to the DPA.

Appendix 2 to the Standard Contractual Clauses

Description of the technical and organisational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c) (or document/legislation attached):

The technical and organisational security measures implemented by the data importer are as described in the Agreement or in the security policies and procedures relating to the provision of the Services pursuant to the Agreement otherwise provided to the data exporter.