

GDPR ADDENDUM:

DATA PROTECTION AND SECURITY

This GDPR Addendum ("Addendum") forms part of the Agreement between Rhapsody and the Customer or Partner acting on its own behalf and as agent for each of its Affiliate. The Customer or Partner and Rhapsody may be known as the Importer or Exporter of data depending on the nature of the processing as set out in Annex A, or the Standard Contractual Clauses Addendum between the parties.

- a. The parties shall comply with all applicable data protection and privacy laws, including without limitation the General Data Protection Regulation (GDPR) (EU) 2016/679, as updated ("GDPR") ("Data Protection Laws") when performing their obligations under this Agreement. Defined terms used in this clause 12 that are not defined in the Agreement shall have the meaning given to them in the GDPR. The parties acknowledge that when providing Services under this Agreement Rhapsody may process Personal Data in the form of personally identifiable patient and/or Exporter staff information (including Sensitive Data), for which purposes the Exporter is the Data Controller and Rhapsody is the Data Processor.
- b. The Exporter shall, except to the extent such responsibilities are expressly delegated to Rhapsody under this Agreement, have sole responsibility for its obligations as a data controller under Data Protection Laws, including without limitation (i) selecting and approving the consent model and/or other lawful grounds for processing Sensitive Data implemented by Rhapsody as part of the Services; (ii) ensuring, documenting and maintaining the lawful grounds for data processing that will be carried out by Rhapsody, its affiliate organisations and subcontractors in accordance with Articles 6 to 9 of the GDPR; (iii) fulfilling its obligations to inform Data Subjects about the processing of their Personal Data and their rights with respect to the same; (iv) managing Data Subject requests, subject to Rhapsody's obligation to reasonably assist with such requests, as provided in this clause 12 and (v) fulfilling any further specific responsibilities and obligations regarding data protection that may be identified in applicable project documentation including any Statement of Work agreed between the parties.
- c. The Exporter shall (i) comply with Rhapsody's reasonable information handling requirements and policies designed for the handling of Personal Data communicated to the Exporter, including within the Support Manual and refrain from sending or making available to Rhapsody any Personal Data where not permitted by Data Protection Laws; (ii) ensure that each end user has access restrictions appropriate to that user's position and (iii) employ all appropriate security and authorisation capabilities offered within the Software relating to access to Sensitive Data.
- d. Rhapsody shall have no liability to Exporter or any third party for unauthorised access, use or disclosure of Rhapsody Software, Personal Data or any Interfaced Applications resulting from the Exporter's breach of this Agreement or Data Protection Laws. Rhapsody shall have no liability to Exporter for the handling of Personal Data that is provided or made available to Rhapsody by Exporter in violation of this Agreement (including the information handling protocols) or Data Protection Laws (for example, unnecessary transmission of Sensitive Data to Rhapsody in support requests) and reserves the right to charge Exporter for any material effort required to remedy such violations. Notwithstanding any limitation of liability elsewhere in this Agreement, the Exporter indemnifies and undertakes to keep indemnified Rhapsody in full against all claims and proceedings and all liability, loss, costs and expenses incurred in connection therewith by Rhapsody as a result of (a) any claim made or brought by any individual or other legal person in respect of any loss, damage or distress caused to that individual or other legal person; or (b) any fine or penalty imposed by a data protection authority or supervisory authority, which results from the Exporter's processing of Personal Data in a manner inconsistent with this Agreement and/or applicable Data Protection Laws, including without limitation any unauthorised or unlawful processing, destruction, loss and/or damage to any Personal Data.
- e. Rhapsody shall (i) Process Personal Data only in accordance with documented instructions from the Exporter, including with regards to transfers of Personal Data to a third country or an international organisation (as described in these provisions), unless required to do so by applicable law; (ii) ensure that persons authorised to process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality; (iii) ensure that at all times it has in place appropriate technical and organisational measures to guard against unauthorised or unlawful processing of the Personal Data and/or accidental loss, destruction or damage to the Personal Data as required by Article 32 of the GDPR; (iv) procure that any sub-contractor or other third party who will be Processing and/or receiving or accessing the Personal Data enters into a data processing agreement with Rhapsody on terms which are equivalent to these provisions; (v) taking into account the nature of the processing, assist the Exporter by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Exporter's obligation to respond to requests for exercising the data subject's rights laid down in the applicable Data Protection Laws; (vi) assist the Exporter in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR taking into account the nature of processing and the information available to Rhapsody; (vii) at the choice of the Exporter and subject to a mutually agreed statement of work, delete or return all the Personal Data to the Exporter after the end of the provision of services relating to processing, and delete existing copies unless applicable law requires storage of the Personal Data

(including under applicable retention laws); (viii) make available to the Exporter all information necessary to demonstrate compliance with the obligations of Data Processors under GDPR and allow for and contribute to audits, including inspections, conducted by the controller or another auditor mandated by the Exporter, subject to Rhapsody's reasonable security restrictions and payment of charges on a time and materials basis for any material effort required ; and (ix) notify the Exporter without undue delay after becoming aware of any breach of these provisions or applicable Data Protection Laws.

- f. The Exporter authorizes and instructs Rhapsody to disclose Personal Data to any Rhapsody employee, Affiliate, third party or sub-contractor where reasonably necessary for the provision of the Services. The Exporter authorizes Rhapsody, via Rhapsody and/or any Rhapsody's employee, Affiliates, third party or sub-contractor to access and/or process Personal Data in or to any country, including outside the European Economic Area ("EEA"), where reasonably necessary to provide the Services, including without limitation from the United Kingdom, Turkey, the United States, Canada, Australia, the Philippines and New Zealand, provided such processing is subject to all technical and organizational security measures required by this Agreement and GDPR. For the purpose of any such processing outside of the EEA, Standard Contractual Clauses (approved by Commission Decision of 5 February 2010 and replaced on 4 June 2021 on Standard Contractual Clauses to comply with the requirements of the GDPR for transferring personal data to countries outside of the EEA), (the "Clauses"), are attached hereto as Annex A or the Standard Contractual Clauses Addendum.
- g. The parties recognize that Rhapsody's proprietary technology presents significant opportunities to conduct research and analysis on Sensitive Data held by the Exporter (for customer-managed solutions) or held by Rhapsody on behalf of the Exporter (for Rhapsody-managed solutions) for the benefit of the Exporter and/or relevant data subjects. To enable such opportunities to be utilized, the Exporter, subject to and in compliance with Data Protection Laws: (a) shall inform data subjects at the time Sensitive Data is collected from them that it may be used in an anonymized form for a broad range of research and analytic purposes, and that this activity may be carried out by one or more third parties; (b) authorizes Rhapsody to anonymize any Sensitive Data held by Rhapsody on behalf of the Exporter in order that Rhapsody may use such anonymized datasets for research and analytics purposes for the benefit of the Exporter and/or relevant data subjects, subject to Data Protection Laws and/or shall assist Rhapsody with producing anonymized datasets as reasonably requested by Rhapsody to enable Rhapsody to conduct such research and analysis; and (c) authorizes Rhapsody to use and copy such anonymized datasets and aggregate them with other anonymized data, provided the data cannot be re-identified by Rhapsody or the recipients.
- h. Exporter expressly authorises Rhapsody to collect and use data relating to Exporter's use of the Software (including the number of patient records supported by or using the Software, and data related to end user usage ("Software Usage Data") for the purposes of statistical analysis and improving Exporter's use of the Software. Rhapsody is authorised to access Software Usage Data in de-identified, aggregated form through the use of third party tracking applications. To the extent required under Data Protection Laws, the Exporter shall inform and obtain the consent of data subjects for the use of such applications. Upon Rhapsody's request, Exporter shall make Software Usage Data available to Rhapsody at no charge by either: (a) running scripts internally and providing the results to Rhapsody; or (b) allowing Rhapsody to run scripts remotely. Exporter shall ensure that in no circumstances any Software Usage Data provided to Rhapsody contains any personally identifiable information (including health information). Rhapsody will provide Exporter with copies of any Software Usage Data collected by Rhapsody and/or any outputs produced from it upon Exporter's request.