Hum Data Protection Addendum

This Data Protection Addendum ("DPA") is entered into as of the Effective Date (defined below) between Hum Works LLC ("Hum") and the entity that has subscribed to the Services ("Customer") pursuant to, and as set forth in, the (i) Hum Master Services Agreement at https://www.hum.works/msa or (ii) the alternative agreement (if applicable) signed between Parties for the Services (collectively, the "Agreement"). Hum and Customer may each be referred to as a "Party" and collectively referred to as the "Parties". To the extent of any conflict or inconsistency between this DPA and the remaining terms of the Agreement, this DPA will govern. The "Effective Date" of this DPA shall be the Effective Date of the Agreement, as initiated by the first executed Order Form.

Definitions

1. In this DPA:
   a. "Applicable Law" means all laws, regulations and other legal requirements applicable to either (i) Hum as provider of the Services or (ii) Customer as user of the Services. This may include, for example, the General Data Protection Regulation (Regulation (EU) 2016/679) ("GDPR"); equivalent requirements in the United Kingdom including the Data Protection Act 2018 and the UK General Data Protection Regulation (collectively "UK Data Protection Law"); the Swiss Federal Act on Data Protection ("Swiss FADP"); the California Consumer Privacy Act and regulations promulgated thereunder ("CCPA"); and U.S. state laws similar to the CCPA, such as the Virginia Consumer Data Protection Act; the Colorado Privacy Act and related regulations; the Utah Consumer Privacy Act; the Connecticut Act Concerning Personal Data Privacy and Online Monitoring; the Texas Data Privacy and Security Act; the Oregon Consumer Privacy Act; the Florida Digital Bill of Rights; the Montana Consumer Data Privacy Act; the Iowa Consumer Privacy Act; the Tennessee Information Protection Act; the Indiana Consumer Data Protection Act, the New Jersey Privacy Act, the New Hampshire Privacy Act; the Delaware Privacy Act; the Kentucky Consumer Data Protection Act; the Nebraska Data Privacy Act; the Minnesota Consumer Data Privacy Act; the Maryland Online Data Privacy Act; the Rhode Island Data Transparency and Privacy Protection Act; the Alabama Personal Data Protection Act; the Louisiana Data Privacy Act; the Oklahoma Data Privacy Act; and the Vermont Data Privacy and Online Surveillance Act (together with the CCPA, each as it becomes effective and as amended from time to time, the "U.S. State Privacy Laws"). Each Party is responsible only for the Applicable Law applicable to it.
   b. "Designated Contact Address" means Customer's administrative email address provided when entering into the Agreement.
   c. "Personal Data" means (i) any information relating to an identified or identifiable individual, within the meaning of the GDPR (regardless of whether the GDPR applies) and (ii) any other information constituting "personal information" as such term is defined in the CCPA (regardless of whether the CCPA applies).
   d. "Personal Data Breach" means the accidental or unlawful destruction, loss, alteration, or unauthorized disclosure of, or access to, Personal Data.
   e. "Process" and "Processing" mean any operation or set of operations performed on Personal Data, whether or not by automated means, such as collection, recording, organization, creating, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.
   f. "Standard Contractual Clauses" refers to the clauses issued pursuant to the EU Commission Implementing Decision (EU) 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 Council*, available at http://data.europa.eu/eli/dec_impl/2021/914/oj and completed as described in the "Data Transfers" section below.
   g. "Subprocessor" means any Hum affiliate or subcontractor engaged by Hum for the Processing of Personal Data.
   h. "UK SCC Addendum" means the United Kingdom International Data Transfer Addendum to the EU Commission Standard Contractual Clauses (available as of 26 July 2025 at https://ico.org.uk/media2/migrated/4019539/international-data-transfer-addendum.pdf), completed as described in the "Data Transfers" section below.

2. Capitalized terms not otherwise defined herein will also have the meaning set forth in the Agreement.

Scope and Relationship of the Parties

3. This DPA applies only to the Personal Data that Hum receives in the Services from or on behalf of Customer or Customer's Authorized Users.
4. For such Personal Data, Customer is (or represents that it is acting with full authority on behalf of) the "Controller", and Hum is the "Processor", as such terms are defined in the GDPR and U.S. State Privacy Laws, and, to the extent the CCPA applies, Customer is the "Business" and Hum is Customer's "Service Provider" as such terms are defined in the CCPA.

Customer's Instructions to Hum

5. Hum will retain, use, disclose, and otherwise Process the Personal Data only as described in the Agreement, unless obligated to do otherwise by Applicable Law. In such case, Hum will inform Customer of that legal requirement before the Processing unless legally prohibited from doing so. Without limiting the foregoing:
   a. Hum will not retain, use, disclose, or otherwise Process the Personal Data in a manner inconsistent with Hum's role as Customer's "Processor" or "Service Provider", as such terms are defined in Section 4;
   b. Hum will not retain, use, or disclose the Personal Data outside of the direct business relationship between Customer and Hum;
   c. Hum will not "sell" the Personal Data, as such term is defined in the U.S. State Privacy Laws (regardless of whether any of those laws applies);
   d. Hum will not "share" the Personal Data as such term is defined under the CCPA;
   e. Hum will not attempt to re-identify any pseudonymized or otherwise de-identified Personal Data received from Customer without the Customer's express written permission;

f. Hum will comply with any applicable restrictions under Applicable Law on combining the Personal Data that Hum receives from, or on behalf of, Customer with Personal Data that Hum receives from, or on behalf of, another person or persons, or that Hum collects from any other interaction between Hum and a data subject;

g. Hum will provide the same level of protection for the Personal Data subject to the CCPA as is required under the CCPA;

h. Hum will notify Customer as soon as legally permissible if Hum determines that Hum can no longer meet its obligations under applicable Data Protection Law;

i. Hum hereby certifies that it understands the restrictions and obligations set forth in this DPA and that it will comply with them; and

j. Customer has the right to take reasonable and appropriate steps to stop and remediate unauthorized use of Personal Data.

6. The details of the Processing are set forth in Annex I to the Standard Contractual Clauses.

7. Customer will not instruct Hum to Process Personal Data in violation of Applicable Law. Hum has no obligation to monitor the compliance of Customer's use of the Services with Applicable Law, though Hum will promptly inform Customer if, in Hum's opinion, an instruction from Customer with respect to Personal Data subject to the GDPR infringes the GDPR or other EU (or EU Member State) data protection provisions.

8. The Agreement, including this DPA, along with Customer's configuration of any settings or options in the Services (as Customer may be able to modify from time to time), constitute Customer's complete and final instructions to Hum regarding the Processing of Personal Data, including for purposes of the Standard Contractual Clauses.

Subprocessors

9. Hum may subcontract the collection or other Processing of Personal Data in compliance with Applicable Law to provide the Services. Prior to a Subprocessor's Processing of Personal Data, Hum will impose contractual obligations on the Subprocessor that are substantially the same as those imposed on Hum under this DPA. Subprocessor security obligations will be deemed substantially the same if they provide a commercially reasonable level of security even if the Subprocessor does not follow the security certifications that Hum does.

10. Subprocessors are listed at www.hum.works/legal/subprocessors (the "**Subprocessor List**"). When any new Subprocessor is engaged, Hum will make an updated Subprocessor List available at least 20 business days before the new Subprocessor Processes any Personal Data, unless exigent circumstances require earlier Processing of Personal Data, in which case it will be added as soon as practicable. This paragraph constitutes Customer's consent to the Subprocessor List, as well as any subprocessing under the Standard Contractual Clauses, if they apply.

11. If Customer reasonably objects to a Subprocessor on material data-protection or security concerns, it will inform Hum within ten (10) business days of Hum's notification to the Customer. Hum will have ten (10) business days to address the concern or provide a suitable alternative. If Hum cannot resolve the concern or provide a suitable alternative, Customer may terminate the Agreement for any affected services. Following such termination, Customer will be entitled to a refund of unused prepaid fees. This is without prejudice to any right Customer may have under the Agreement to termination for breach of contract.

12. Hum remains liable for its Subprocessors' performance to the same extent Hum is liable for its own performance, consistent with the limitations of liability in the Agreement.

Security

13. Hum will assist Customer in Customer's compliance with the security obligations of the GDPR and other Applicable Law, as relevant to Hum's role in Processing the Personal Data, taking into account the nature of Processing and the information available to Hum, by implementing technical and organizational measures that comply with Schedule B without prejudice to Hum's right to make future replacements or updates to the measures that do not lower the level of protection of Personal Data. Hum is not responsible for any losses that arise from Customer's failure to use optional security features of the Services.

14. Hum will ensure that the persons Hum authorizes to Process the Personal Data are subject to a written confidentiality agreement covering such data or are under an appropriate statutory obligation of confidentiality.

Personal Data Breach Notification

15. Hum will comply with the Personal Data Breach-related obligations directly applicable to it under the GDPR and other Applicable Law. Taking into account the nature of Processing and the information available to Hum, Hum will assist Customer in complying with those applicable to Customer by informing Customer (at the Designated Contact Address) of a confirmed Personal Data Breach without undue delay, and in no case more than 48 hours after becoming aware. Any such notification is not an acknowledgement of fault or responsibility. To the extent available, this notification will include Hum's then-current assessment of the following, which may be based on incomplete information:

a. The nature of the Personal Data Breach, including, where possible, the categories and approximate number of data subjects concerned, and the categories and approximate number of Personal Data records concerned;

b. The likely consequences of the Personal Data Breach; and

c. Measures taken or proposed to be taken by Hum to address the Personal Data Breach, including, where applicable, measures to mitigate its possible adverse effects.

16. Nothing shall be construed to require Hum to violate, or delay compliance with, any legal obligation it may have with respect to a Personal Data Breach or other security incidents generally.

Assistance Responding to Data Subjects

17. Taking into account the nature of the Processing, Hum will provide reasonable assistance to Customer for the fulfilment of Customer's obligation to honor requests by individuals to exercise their rights under the GDPR and other Applicable Law (such as rights to access their Personal Data) and will notify Customer of any such requests or Personal Data-related complaints from an individual that Hum receives. Hum will send this notification within a commercially reasonable timeframe, which will not exceed 5 business days if (i) the request or complaint is received through the contact information specified in the Hum privacy policy that is linked from the home page of https://www.hum.works

and (ii) the request or complaint identifies Customer as the Hum customer to whom it pertains. Although it is Customer's responsibility to respond to and honor data subjects' requests in compliance with law, Hum does not waive any rights under the Agreement to remove content from the Services.

Assistance with DPIAs and Consultation with Supervisory Authorities

18. Taking into account the nature of the Processing and the information available to Hum, Hum will provide reasonable assistance to and cooperation with Customer for Customer's performance of any legally required data protection impact assessment of the Processing or proposed Processing of the Personal Data involving Hum, and with related consultation with supervisory authorities, by providing Customer with any publicly available documentation for the relevant Services or by complying with the Audit section below. Additional support for data protection impact assessments or relations with regulators may be available and would require mutual agreement on fees, the scope of Hum's involvement, and any other terms that the Parties deem appropriate.

Data Transfers

19. Hum will comply with all Applicable Laws applicable to Hum in its role as provider of the Services. Customer will comply with all Applicable Laws relevant to use of the Services, including by obtaining any consents and providing any notices required under Applicable Laws for Hum to provide the Services. Customer will ensure that Customer and Customer's authorized users are entitled to transfer the Personal Data to Hum so that Hum and its Subprocessors may lawfully Process the Personal Data in accordance with this DPA.
20. Customer authorizes Hum and its Subprocessors to make international transfers of the Personal Data in accordance with this DPA so long as Applicable Law for such transfers is respected.
21. To the extent legally required, the Standard Contractual Clauses form part of this DPA and take precedence over the rest of this DPA to the extent of any conflict, and, except as set forth in Sections 22 or 23, they will be deemed completed as follows:
    a. Customer, the exporter, acts as a controller and Hum, the importer, acts as Customer's processor with respect to the Personal Data subject to the Standard Contractual Clauses, and its Module 2 applies. The parties' contact information is set forth in Schedule A.
    b. Clause 7 (the optional docking clause) is included.
    c. Under Clause 9 (Use of sub-processors), the parties select Option 2 (General written authorization). The initial list of sub-processors is available at www.hum.works/sl, and Hum shall update that list at least 15 business days in advance of any intended additions or replacements of sub-processors.
    d. Under Clause 11 (Redress), the optional requirement that data subjects be permitted to lodge a complaint with an independent dispute resolution body does not apply.
    e. Under Clause 17 (Governing law), the parties choose Option 1 (the law of an EU Member State that allows for third-party beneficiary rights). The parties select the law of Ireland.
    f. Under Clause 18 (Choice of forum and jurisdiction), the parties select the courts of Ireland.
    g. Annexes I and II of the Standard Contractual Clauses are set forth in Schedule A of the DPA.
    h. Annex III of the Standard Contractual Clauses (List of subprocessors) is inapplicable.
22. With respect to Personal Data for which UK Data Protection Law governs the transfer, to the extent legally required, the UK SCC Addendum forms part of this DPA and takes precedence over the rest of this DPA to the extent of any conflict and shall be deemed completed as follows (with capitalized terms not defined elsewhere having the definition set forth in the UK SCC Addendum):
    a. Table 1 of the UK SCC Addendum: The Parties, their details, and their contacts are those set forth in Schedule A.
    b. Table 2 of the UK SCC Addendum: the "Approved EU Standard Contractual Clauses" shall be the Standard Contractual Clauses as set forth in Section 21 of this DPA.
    c. Table 3 of the UK SCC Addendum: Annexes I(A), I(B), and II are in Schedule A of the DPA, and Annex III is inapplicable.
    d. Table 4 of the UK SCC Addendum: neither party may exercise the optional early termination right described in Section 19 of the UK SCC Addendum.
23. With respect to Personal Data for which the Swiss FADP governs the transfer, the Standard Contractual Clauses have the following differences to the extent required by the Swiss FADP:
    a. References to the GDPR in the Standard Contractual Clauses are to be understood as references to the Swiss FADP insofar as the data transfers are subject exclusively to the Swiss FADP and not to the GDPR.
    b. The term "member state" in the Standard Contractual Clauses shall not be interpreted in such a way as to exclude data subjects in Switzerland from the possibility of suing for their rights in their place of habitual residence (Switzerland) in accordance with Clause 18(c) of the Standard Contractual Clauses.
    c. Under Annex I(C) of the Standard Contractual Clauses (Competent supervisory authority):
        i. Where the transfer is subject exclusively to the Swiss FADP and not the GDPR, the supervisory authority is the Swiss Federal Data Protection and Information Commissioner.
        ii. Where the transfer is subject to both the Swiss FADP and the GDPR, the supervisory authority is the Swiss Federal Data Protection and Information Commissioner insofar as the transfer is governed by the Swiss FADP, and the supervisory authority is as set forth in the Standard Contractual Clauses insofar as the transfer is governed by the GDPR.

Audits

24. Hum will make available to Customer all information reasonably necessary to demonstrate compliance with this DPA, and allow for and contribute to audits, including inspections, conducted by Customer's independent auditor at its own expense.

Return or Destruction

25. Hum will, at Customer's choice, return to Customer and/or destroy all Personal Data after the termination or expiration of Customer's subscription to the relevant Services, except to the extent Applicable Law requires storage of the Personal Data, within (a) 30 days for Personal Data in Hum's production environment and (b) 90 days for Personal Data in files created for security, backup, or business continuity purposes. If Hum has not received Customer's election within 30 days of such termination or expiration, Hum may assume that Customer has selected deletion and reserves the right to delete Personal Data consistent with the foregoing. Certification of deletion will be provided on written request.

Schedule A to DPA

Annexes I and II of the Standard Contractual Clauses

ANNEX I

A. LIST OF PARTIES

MODULE TWO: Transfer controller to processor

Data exporter(s): The exporter is the Customer as identified in the Agreement, pursuant to the Order Form.

Activities relevant to the data transferred under these Clauses: Pursuant to the Agreement, the exporter will provide data to the importer for storage, and the importer will make the data available to exporter for modification and transmission.

Role (controller/processor): Controller

Data importer(s):

Name: Hum Works LLC

Address: 977 Seminole Trail #360, Charlottesville, VA 22901

Contact person's name, position, and contact details: Andrea Hoffman

Chief Operating Officer

Telephone: 434-207-2942

e-mail: dataprivacy@hum.works

Activities relevant to the data transferred under these Clauses: Pursuant to the Agreement, the importer will receive data from the exporter for storage and will make the data available for modification and transmission by the exporter. The importer may destroy or return data to the exporter pursuant to Section 25 of the DPA.

Role (controller/processor): Processor

B. DESCRIPTION OF THE TRANSFER

Categories of Data Subjects whose personal data is transferred: Depending on Customer's usage, this could include the exporter's existing and potential readers, customers, members, and users as well as individuals in other categories.

Categories of personal data transferred: The open nature of the Services does not impose a technical restriction on the categories of data Customer may provide. The Personal Data Processed by Hum may thus include name, email address, telephone and fax number, title, institutional affiliation, and other information.

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: The Services do not require Customer to provide, and Customer will not intentionally provide, any Special Category Data within the meaning of Article 9 of the GDPR, personal data relating to criminal convictions or offences, or other Personal Data classified as sensitive under Applicable Law ("Sensitive Data"), except:

(a) where Sensitive Data is incidentally contained in scholarly manuscripts, research materials, submission files, or related Customer Content; or
(b) where the parties have expressly agreed in the applicable Order Form or other written instructions that such Sensitive Data may be processed.

Where Sensitive Data is processed, the categories may include health data, genetic data, racial or ethnic origin, and other sensitive information contained in scholarly, scientific, medical, or research materials. Customer is responsible for ensuring that it has a lawful basis for providing such Sensitive Data to Hum and for providing any required notices or obtaining any required consents. Customer will take reasonable steps to de-identify or pseudonymize Sensitive Data before providing it to Hum where appropriate in light of the purposes of the processing.

Without limiting Hum's obligations under this DPA, Hum will apply the technical and organizational measures described in Schedule B to Sensitive Data, including access restrictions based on least privilege and need to know, confidentiality obligations, encryption in transit and at rest, and deletion or return in accordance with this DPA.

The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis): On a continuous basis for as long as the exporter is engaging the importer.

Nature of the processing: Hum will process Personal Data solely to provide, operate, maintain, secure, and support the Services and otherwise in accordance with Customer's documented instructions under the Agreement. Depending on the Services purchased by Customer, the processing may include receiving, collecting, recording, organizing, structuring, hosting, storing, indexing, retrieving, consulting, transmitting, displaying, combining, matching, analyzing, classifying, scoring, enriching, validating, generating outputs from, and deleting or returning Personal Data.
Such processing may include:

a) creating and maintaining Customer-directed user or audience profiles, segments, analytics, scores, and recommendations;
b) analyzing manuscripts, submissions, references, images, metadata, and related workflow information for completeness, quality, integrity, editorial, and publishing-related signals; and
c) providing associated reporting, integrations, technical support, security, monitoring, and troubleshooting.

Hum will not use Customer Personal Data for Hum's own advertising purposes.

The processing takes place from the commencement of the Agreement until deletion of all Personal Data by Hum in accordance with the DPA.

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period: For so long as the exporter is engaging the importer: The importer will delete the data within the timeline described in the DPA.

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing: The sub-processors provide support to importer to perform the Service as described in the DPA when requested by the exporter, and for so long as the exporter is engaging the importer. See www.hum.works/sl for additional detail.

C. COMPETENT SUPERVISORY AUTHORITY

MODULE TWO: Transfer controller to processor

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

The parties shall follow the rules for identifying such authority under Clause 13 and, to the extent legally permissible, select the Irish Data Protection Commission.

ANNEX II - TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA

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.

See Schedule B.

Schedule B to DPA

Information Security Addendum

Taking 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, Hum shall implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk.

Details for Hum's security measures can be found in its Information Security Addendum (www.hum.works/legal/ISA).

Change Log:

October 1 2026 update: Expanded references to UK, Swiss and U.S. state privacy laws. Replaced the 2010 international transfer clauses with the 2021 EU Standard Contractual Clauses and added UK and Swiss transfer provisions. Strengthened restrictions on personal-data use, sharing, re-identification and combination. Expanded the description of processing activities to cover audience profiling, analytics and manuscript assessment, and added provisions for handling sensitive data in scholarly materials. Revised subprocessor notification, objection and resolution procedures, clarified security responsibilities, and updated contact details and notification arrangements.