

HIREROAD MASTER SUBSCRIPTION AGREEMENT

This Master Subscription Agreement (“Agreement”) is entered into by and between Acendre Technologies, Inc., on behalf of itself and its Affiliates, d/b/a/ HireRoad (“HireRoad”) and the entity entering into a Service Order referencing these terms (“Client”). This Agreement governs Client’s procurement of Services by HireRoad. Each Party agrees to be bound by and comply with the terms and conditions of this Agreement. This Agreement effective as of the date the Service Order executed (the “Effective Date”).

1.0 DEFINITIONS

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

"**Business day**" means any day other than a Saturday, Sunday or national holiday in the location of a Party.

"**Client Data**" means Client’s electronic data or information submitted by or on behalf of Client in the course of Client’s use of the Services and may include personal information.

"**Malicious Code**" means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

"**Party**" means a party to this Agreement.

"**Purchased Services**" means Services that Client or Client’s Affiliates purchase or license under a Sales Order.

"**Sales Order**" means a sales order for services hereunder, including addenda thereto and however designated including “order form”, that is executed between Client and HireRoad or any of HireRoad’s Affiliates from time to time. Sales Orders shall be deemed incorporated herein by reference.

"**Services**" means the products and services from time to time made available by HireRoad.

"**Subscription**" means the licensed access to Purchased Services for a specified period of time.

"**User**" means the individual of Client’s organization designated by Client to use the Purchased Services.

3. PURCHASED SERVICES

3.1. Provision of Purchased Services. HireRoad shall make the Purchased Services available to Client pursuant to this Agreement and the relevant Sales Orders during the term and within the scope specified in the Sales Order for Client's internal use only. Client agrees that Client's purchases hereunder are neither contingent on the continuation of the Services, the delivery of any future functionality or features nor dependent on any oral or written public comments made by HireRoad regarding future functionality or features.

3.2. Subscriptions.

(a) For Services sold on a per User basis Purchased Services may be accessed and used by no more than the number of Users permitted in the applicable Sales Order.

(b) User login credentials may not be shared by more than one individual. Client shall be responsible for the security of its Users' login credentials. Client has the right to change the designation of a User to another individual in Client's organization with notice to HireRoad;

(c) The Purchased Services may be used only for the processing the data of Client's organization (and its Affiliates) and shall not be used to process the data of any other organization or as a service;

4. HIREROAD RESPONSIBILITIES

4.1. HireRoad Responsibilities. HireRoad shall: (i) provide basic support for the Purchased Services to Client at no additional charge (ii) use commercially reasonable efforts to make the Purchased Services available 99.0% of the time, except for: (a) planned downtime (of which HireRoad shall seek to provide at least 8 hours' notice and which HireRoad shall schedule to the extent practicable during the weekend hours, or (b) any unavailability caused by circumstances beyond HireRoad's reasonable control, including without limitation, acts of God, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Our employees), Internet service provider failures or delays, or denial of service attacks, and (iii) provide the Purchased Services in accordance with applicable laws and government regulations, including privacy laws. In the event of a technical incident, please refer to our [Vulnerability Disclosure Program](#) and submit a report as soon as possible or email HireRoad at cybersecurity@hireroad.com.

4.2. Protection of Client Data. HireRoad shall maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Client Data.

4.3 Security. HireRoad employs appropriate security measures to protect against the loss, misuse and unauthorized alteration of data. See details at <https://hireroad.com/security>.

4.4 Privacy. HireRoad is committed to protecting the privacy of information collected from its clients. HireRoad's Privacy Policy is a statement of the principles and the practices that HireRoad follows to adhere to applicable federal, state and international privacy laws. See <https://hireroad.com/privacy-policy> for the HireRoad Privacy Statement. HireRoad will process the personal information contained within Client Data in accordance with the Data Processing Addendum ("DPA") attached hereto as Exhibit 1.

5.0 CLIENT'S RESPONSIBILITIES

5.1. Client's Responsibilities. Client shall (i) be responsible for Users' compliance with this Agreement, (ii) be responsible for the accuracy, quality and legality of Client Data and of the means by which Client acquired Client Data, including any necessary consent for the processing of any personal information contained therein, (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify HireRoad promptly of any such unauthorized access or use, and (iv) use the Services only in accordance applicable laws and government regulations, including privacy laws. Client shall not (a) make the Services available to anyone other than Users, (b) sell, resell, rent or lease the Services, (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use the Services to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of the Services or third-party data contained therein, or (f) attempt to gain unauthorized access to the Services or their related systems or networks.

6. FEES AND PAYMENT FOR PURCHASED SERVICES

6.1. Fees. Client shall pay all fees specified in all Sales Orders hereunder. Except as otherwise specified herein or in a Sales Order, (i) fees are based on scope of Services purchased, contractual term and not actual usage, and (ii) payment obligations for Client's Subscription term are non-cancelable and fees paid are non-refundable.

6.2. Invoicing and Payment. Payment will be via Invoice in accordance with the relevant Sales Order. Unless otherwise set forth in the relevant Sales Order, fees are invoiced annually in advance. Fees are payable by Electronic Funds Transfer (EFT), due net thirty (30) days from receipt of invoice. Client is responsible for providing complete and accurate billing and contact information to HireRoad and notifying HireRoad of any changes to such information.

6.3. Overuse Charges. Should Client exceed the permitted scope of the Purchased Services in the relevant Sales Order, HireRoad reserves the right to invoice the relevant fees for such overuse to cover the expanded scope for the remaining term of the Subscription. Client shall pay such invoice in accordance with Section 6.2.

6.4 Overdue Charges. If any charges are not received from Client by the due date, then at HireRoad's discretion, in addition to any other legal remedies HireRoad may have, on ten (10) days' written notice to Client (a) such charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid, (b) HireRoad may suspend access to the Services until payment is current; and/or (c) HireRoad may condition future Subscription renewals and Sales Orders on payment terms shorter than those specified in Section 6.2 (Invoicing and Payment).

6.5. Taxes. Unless otherwise stated in a Sales Order, fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). Client is responsible for paying all Taxes associated with Client's purchases hereunder. If HireRoad have the legal obligation to pay or collect Taxes for which Client is responsible under this paragraph, the appropriate amount shall be invoiced to and paid by Client, unless Client provides HireRoad with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, HireRoad is solely responsible for taxes assessable against HireRoad based on its income, property and employees.

7. PROPRIETARY RIGHTS

7.1. Reservation of Rights in Services. HireRoad hereby grants Client a limited, non-exclusive, non-transferable (except as set forth in Section 14.7), non-

sublicensable, worldwide, and royalty-free right and license during the Subscription Term to permit Users to use the Purchased Services in accordance with this Agreement. Subject to the limited rights expressly granted hereunder, HireRoad reserves all rights, title and interest in and to the Services, including all related intellectual property rights. No rights are granted to Client hereunder other than as expressly set forth herein.

7.2. Restrictions. Client shall not (i) permit any third party to access the Purchased Services except as permitted herein or in a Sales Order, (ii) create derivative works based on the Services, (iii) copy, frame or mirror any part or content of the Services, other than for Client's own internal business purposes, (iv) reverse engineer the Services, or (v) access the Services in order to build a competitive product or service.

7.3. Client Data. Client grants HireRoad a limited, worldwide, revocable right and license to use Client Data in provision of the Services as contemplated under this Agreement. Subject to the limited use rights granted by Client, Client reserves all rights, title and interest in and to Client Data, including all related intellectual property rights HireRoad acquires no right, title or interest from Client under this Agreement to Client Data.

7.4 AI Output. Client hereby grants to HireRoad a non-exclusive, worldwide, perpetual license, with the right to sublicense, to use, reproduce, create derivative works of and distribute Client Data, solely in connection with developing, training and enhancing the AI-enabled functionality within the Services ("AI Output"). Client agrees and acknowledges that Client Data will be used to develop and train AI models to generate the AI Output and will be protected in accordance with the data protection provisions in this Agreement. Client Data will only be accessed by HireRoad and its Subcontractors for the purposes of developing and training AI/ML models and will not be otherwise distributed to third parties in raw form or in a manner that identifies or enables identification of Client or any particular User as the source of such data. Client agrees and acknowledges that, as between Client and HireRoad, HireRoad owns the entire right, title and license to the AI Output, including the AI/ML models on which the AI Output is based. HireRoad grants Client a non-exclusive, worldwide license, without the right to sublicense, during the Term to use, reproduce, create derivative works of, distribute, publicly display and publicly perform the AI Output in connection with Client's use of the Services.

7.4. Suggestions. Any suggestions, enhancement requests, recommendations or other feedback provided by Client, including Users, relating to the delivery or

operation of the Services shall be HireRoad property including all intellectual property rights thereto and to the extent that Client owns any prior rights to such suggestions, enhancements, requests, recommendations or feedback, Client grants to HireRoad a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate the same into the Services.

8. CONFIDENTIALITY

8.1. Definition of Confidential Information. As used herein, "Confidential Information" means all confidential information disclosed by a Party ("Disclosing Party") to the other Party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Client's Confidential Information shall include Client Data; HireRoad's Confidential Information shall include the Services; and Confidential Information of each Party shall include the terms and conditions of this Agreement and all Sales Orders, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such Party. However, Confidential Information shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

8.2. Protection of Confidential Information. The Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to its and its Affiliates' employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. Receiving Party shall not disclose the terms of this Agreement or any Sales Order to any third party other than to Receiving Party's Affiliates and legal counsel and accountants without Disclosing Party's prior written consent. Upon termination or expiration of this Agreement, Receiving Party agrees to return or destroy any Disclosing Party Confidential Information.

8.3. Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

8.4 Breach of security/privacy: Each party agrees to notify the other party as soon as reasonably possible upon learning of any breach of its system or physical security that impacts on the privacy or confidentiality of Confidential Information of the other Party.

8.5 Remedies: Each Party acknowledges that a breach of the covenants or obligations in this Confidentiality section may result in irreparable damage to the other Party. The Parties agree that, in the event of such breach, there may be no adequate remedy at law and the non-infringing Party shall be entitled to seek relief in a way of a permanent or temporary injunction or other equitable relief.

9. WARRANTIES AND DISCLAIMERS

9.1. HireRoad Representations and Warranties. HireRoad represents and warrants that (i) HireRoad has validly entered into this Agreement and has the legal power to do so; (ii) the functionality of the Purchased Services will not be materially decreased during a subscription term; (iii) The performance of its obligations and delivery of the Services to Client will not violate any applicable laws or regulations including privacy laws, infringe any patent, copyright, trademark, industrial design or other intellectual property right, breach any personal data or personal privacy rights of individuals; (iv) Client Data will be logically segregated from other clients' data and for the purposes of destruction of the Client Data by HireRoad upon termination of the Agreement in accordance with the process set out in this Agreement. For any breach of a warranty above, subject to its indemnification obligations and the potential for equitable relief identified in this Agreement, Client's exclusive remedy shall be as provided in Section 12.3 (Termination for Cause) and Section 12.5 (Refund or Payment upon Termination) below.

9.2. Client's Representations and Warranties. Client represents and warrants that (i) Client has validly entered into this Agreement and has the legal power to do so. In the event that this Agreement is entered into on behalf of Client's Affiliates for Purchased Services, Client warrants that Client has the right and authority to bind Client's Affiliate to this Agreement and will indemnify HireRoad from breach of this Agreement by Client's Affiliate as principal obligant. For greater certainty, the delivery of a Sales Order by Client's Affiliate binds Client's Affiliate to the terms of this Agreement jointly with Client as if Client's Affiliate were an original Party hereto; and (ii) the performance of its obligations and provision of Client Data for processing or use as contemplated hereunder will not violate any applicable laws or regulations including privacy laws, infringe any patent, copyright, trademark, industrial design or other intellectual property right, breach any personal data or personal privacy rights of individuals.

9.3. Disclaimer. No warranties or representations are made or given by HireRoad to the client that: (a) The use of the Services will be uninterrupted or error-free; (b) The Services, and/or the information obtained by Client or its Users through the use of the Services will meet their requirements; and (c) The Client's and/or Users' IT system and infrastructure is suitable and fit for use and has the required capability for the use of the Services. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

9.4 Insurance. HireRoad shall maintain the following insurance coverage and shall provide a certificate evidencing such coverage on request:

- a) Commercial general liability in the amount of \$1,000,000 per occurrence in in aggregate
- b) Automobile liability in the amount of \$1,000,000 combined single limit
- c) Umbrella liability in the amount of \$5,000,000 per occurrence and in aggregate
- d) Workers Compensation and Employers liability (statutory limits
- e) Cyber Liability in an amount of \$5,000,000 policy aggregate on a claims made basis.

10. MUTUAL INDEMNIFICATION

10.1. Indemnification by HireRoad. HireRoad shall defend Client against any claim, demand, suit, or proceeding made or brought against Client by a third party alleging that the use of the Purchased Services as permitted hereunder infringes or misappropriates the intellectual property rights of a third party or breaches the privacy rights of a third party (a "Claim Against Client"), and shall indemnify Client for any damages, reasonable legal fees and costs finally awarded against Client as a result of, and for amounts paid by Client under a court-approved settlement of, a Claim Against Client; provided that Client (a) promptly gives HireRoad written notice of the Claim Against Client; (b) gives HireRoad sole control of the defense and settlement of the Claim Against Client (provided that HireRoad may not settle any Claim Against Client unless the settlement unconditionally releases Client of all liability); and (c) provides to HireRoad all reasonable assistance, at its expense. In the event of a Claim Against Client, or if HireRoad reasonably believes the Purchased Services may infringe or misappropriate, HireRoad may in its discretion and at no cost to Client (i) modify the Purchased Services so that they no longer infringe or misappropriate, without breaching its warranties under "HireRoad Warranties" above, (ii) obtain a license for Client's continued use of the Purchased Services in accordance with this Agreement, or (iii) terminate Client's User Subscriptions for such Purchased Services upon ten (10) days' written notice and refund to Client any prepaid fees covering the remainder of the term of such User Subscriptions after the effective date of termination.

10.2. Indemnification by Client. Client shall defend HireRoad against any claim, demand, suit or proceeding made or brought against HireRoad by a third party alleging that:

(i) Client Data, or Client's use of the Purchased Services in breach of this Agreement, infringes or misappropriates the intellectual property rights of a third party;

(ii) Client's use of the Purchased Services breaches the privacy rights of a third party; or

(iii) Client's use of the Purchased Services has caused or has contributed to any damage or injury suffered by any third party or is in breach of any law applicable to Client; (the foregoing a "Claim Against HireRoad"), and shall indemnify HireRoad for any damages, reasonable legal fees and costs finally awarded against HireRoad as a result of, or for any amounts paid by HireRoad under a court-approved settlement of, a Claim Against HireRoad; provided that HireRoad (a) promptly give Client written notice of the Claim Against

HireRoad; (b) give Client sole control of the defense and settlement of the Claim Against HireRoad (provided that Client may not settle any Claim Against HireRoad unless the settlement unconditionally releases HireRoad of all liability); and (c) provide to Client all reasonable assistance, at Client's expense.

10.3. Exclusive Remedy. This Section 10 (Mutual Indemnification) states the indemnifying Party's sole liability to, and the indemnified Party's exclusive remedy against, the other Party for any type of claim described in this Section.

11. LIMITATION OF LIABILITY

11.1. Limitation of Liability. OTHER THAN THE INDEMNIFICATION OBLIGATIONS SET OUT IN THIS AGREEMENT, HIREROAD'S LIABILITY WITH RESPECT TO CLAIMS OR DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) SHALL NOT EXCEED, IN THE AGGREGATE, THE GREATER OF \$10,000 OR THE AMOUNT PAID BY CLIENT HEREUNDER IN THE 12 MONTHS PRECEDING THE CLAIM (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY).

11.2. Exclusion of Consequential and Related Damages. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PROVISIONS OF THIS SECTION 11.2 SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW AND THEY SHALL NOT APPLY IN RESPECT TO A PARTY'S FRAUD, GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT.

12. TERM AND TERMINATION

12.1. Term of Agreement. This Agreement commences on the Effective Date and applies to all Subscriptions granted in accordance with this Agreement until the earlier of: (i) the expiration of all Sales Orders executed hereunder; or (iii) earlier termination pursuant to Section 12.3.

12.2. Term of Purchased Subscriptions. Subscriptions purchased by Client commence on the start date specified in the applicable Sales Order and continue

for the Subscription term specified therein, unless terminated earlier as provided for herein. Subscriptions shall auto-renew for the same length of term and the same scope of Services unless either Party gives the other notice of non-renewal at least thirty (30) days before the end of the relevant subscription term. The per-unit pricing during any such renewal term shall be the same as that during the prior term unless HireRoad has given Client written notice of a pricing increase at least 60 days before the end of such expiring term, in which case the pricing increase shall be effective upon renewal. If there was an overuse by Client during the expiring term, the renewal term shall reflect the expanded scope of Services and applicable fees. Changes in scope upon renewal shall be priced accordingly.

12.3. Termination for Cause. A Party may terminate this Agreement for cause: (i) upon thirty (30) days written notice to the other Party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

12.4 Refund or Payment upon Termination. Upon any Termination by Client for HireRoad's uncured breach, HireRoad shall refund Client any prepaid fees covering the remainder of the term of all Subscriptions after the effective date of Termination. Upon any Termination for Client's default, Client shall pay any unpaid fees covering the remainder of the term of all Sales Orders after the effective date of Termination. In no event shall any Termination relieve Client of the obligation to pay any fees payable to HireRoad for the period prior to the effective date of Termination.

12.5. Destruction of Client Data. Within thirty (30) days following the effective date of termination of this Agreement, HireRoad will delete Client Data in its systems or otherwise in its possession or under its control, provided that data residing in back up systems may persist for an additional thirty (30) days and aggregated and anonymized data used to train AI Models is retained. On written request HireRoad will certify to Client that such destruction is complete.

12.6. Surviving Provisions. Section 6 (Fees and Payment for Purchased Services), 7 (Proprietary Rights), 8 (Confidentiality), 9.3 (Disclaimer), 10 (Mutual Indemnification), 11 (Limitation of Liability), 12.5 (Refund or Payment upon Termination), 12.5 (Destruction of Client Data), 13 (Governing Law) and 14 (General Provisions) shall survive any termination or expiration of this Agreement.

13. GOVERNING LAW

13.1. General. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, Canada without giving effect to choice of law principles thereof. Any judicial proceeding brought against any Party hereto with respect to this Agreement, or the transaction contemplated hereby, shall be brought in the Courts of the Province of Ontario, Canada and, by execution and delivery of this Agreement, each of the Parties hereto (i) accepts, generally and unconditionally, the exclusive jurisdiction of such court and any related appellate court, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement, subject, in each case, to all rights to appeal such decisions to the extent available to the Parties and (ii) irrevocably waives any objection it may now or hereafter have as to the venue of any suit, action or proceeding brought in such court or that such court is an inconvenient forum. Each Party hereto hereby waives personal service of process and consents that service of process upon such Party may be made by delivery at such Party's address specified or determined in accordance with the provisions of this Agreement, and service so made shall be deemed completed on the date of delivery. Nothing herein shall affect the right to serve process in any other manner permitted by law. Each Party hereby waives trial by jury in any judicial proceedings involving, directly or indirectly, any matter in any way arising out of, related to or connected with this Agreement whether sounding in contract, tort or otherwise.

13.2. Manner of Giving Notice. All notices, terminations, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) the date of personal delivery (including courier), (ii) the tenth day after mailing, or (iii) the first business day after sending by email (provided email alone shall not be sufficient for notices of an indemnifiable claim). Billing-related notices to Client shall be addressed to the relevant billing contact designated by Client. All other notices to Client shall be addressed to the relevant Services system administrator designated by Client. Notices to HireRoad shall be addressed to Acendre Inc Corporate, 4250 Fairfax Dr suite 600, Arlington VA 22203-1673.

14. GENERAL PROVISIONS

14.1. Marketing. Client hereby authorizes HireRoad to use Client's name and logo for its marketing efforts unless and until such authorization is revoked in writing. Any such use shall be in accordance with Client's provided brand guidelines.

14.2. Anti-Corruption. The parties shall comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption. Breach of this clause 14.2 shall be deemed to be a material breach which is irremediable.

14.3. Relationship of the Parties. The Parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties.

14.4. No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

14.5. Waiver. No failure or delay by either Party in exercising any right under this Agreement shall constitute a waiver of that right.

14.6. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

14.7. Assignment. This Agreement may not be assigned without the prior written consent of the other party (not to be unreasonably withheld, conditioned or delayed), provided that either Party may assign this Agreement in its entirety (including all Subscriptions), without the other Party's consent to any Affiliate, or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets (collectively a "Change in Control") where such Change in Control does not involve a direct competitor to the non-assigning Party. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the Parties, their respective successors and permitted assigns.

14.8. Entire Agreement. This Agreement, including all appendices, schedules or other addenda hereto and all Sales Orders, constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. To the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any exhibit or addendum hereto or any Sales Order, the terms of such exhibit, addendum or Sales Order shall prevail.

Notwithstanding any language to the contrary therein, no terms or conditions stated in Client's purchase order or other procurement documentation (excluding Sales Orders) or vendor registration process shall be incorporated into or form any

part of this Agreement or apply to the provision of Services even if acknowledged by HireRoad, and all such terms or conditions are expressly disclaimed and shall be null and void. This Agreement may from time to time be updated by HireRoad (the updated or amended Agreement herein the "Updated Agreement") by posting new terms at <https://hireroad.com/terms-of-use>. Such Updated Agreement shall govern all Sales Orders and Subscriptions entered into after such posting and shall apply to any active Service Orders two (2) weeks after posting.

Exhibit 1: Data Processing Addendum

This Data Processing Addendum (“**DPA**”) forms part of and is supplemental to the HireRoad Master Subscription Agreement (“**Agreement**”) between Acendre Technologies, Inc. (“**Company**”) and the customer party thereto (“**Client**”) pursuant to which Company provides and Client purchases a subscription to access and use Company’s cloud-hosted and related services as further described in the Agreement (collectively, “**Services**”). For purposes of this DPA, references to Company shall include Company and its affiliates.

All capitalized terms not defined in this DPA shall have the meanings set forth in the Agreement.

1. Definitions

1.1 For the purposes of this DPA:

- (a) “**CCPA/CPRA**” means, respectively, the California Consumer Privacy Act as amended by the California Privacy Rights Act, including the applicable regulations and any subsequent supplements, amendments, or replacements to the same.
- (b) “**Data Protection Laws**” means all applicable laws and regulations related to privacy, security, protection and the handling of Personal Data, including without limitation, as applicable, European Area Data Protection Law, CCPA/CPRA or equivalent other State laws.
- (c) “**EEA**” means the European Economic Area.
- (d) “**European Area**” means European Union, European Economic Area, Switzerland, and the United Kingdom of Great Britain and Northern Ireland (“**UK**”).
- (e) “**European Area Data Protection Law**” means, as applicable, the (i) EU General Data Protection Regulation (Regulation 2016/679) (“**GDPR**”); (ii) the GDPR as amended and incorporated into UK law under the UK European Union (Withdrawal) Act 2018 and as amended by Schedule 1 to the Data Protection, Privacy and Electronic Communications (Addendums etc.) (EU Exit) Regulations 2019 (SI 2019/419) (collectively “**UK Data Protection Law**”); (iii) the Swiss Federal Data Protection Act of 19 June 1992 and its corresponding ordinances (“**Swiss DPA**”); (iv) any successor or amendments thereto (including without limitation implementation of GDPR by Member States into their national law); or (v) any other applicable law relating to the data protection, security, or privacy of individuals that applies in the European Area.
- (f) “**Personal Data**” shall have the meaning set forth in the applicable Data Protection Laws (e.g., any data that relates to an identified or identifiable natural person) or as otherwise referenced therein (e.g., personal information, personally identifiable information). For the sake of clarity, Personal Data does not include information that has been de-identified or aggregated such that the individual is no longer identifiable.
- (g) The terms: “**aggregate**”, “**Business**”, “**Business Purpose**”, “**Commercial Purpose**”, “**controller**”, “**deidentified**”, “**household**”, “**processor**”, “**pseudonymize**”, “**Service Provider**”, “**processing**”, “**Sell**”, “**Share**”, “**special categories of data**” and “**Data Subject**” have the meanings given to them in the applicable Data Protection Laws.

- (h) **“Model Clauses”** means (i) the agreement pursuant to the European Commission’s Implementing Decision of 2021/914 [published](#) on 4 June 2021 and as adopted by the Swiss Federal Data Protection and Information Commissioner (**“Swiss FDPIC”**) on standard contractual clauses (**“SCCs”**) for the transfer of personal data to Third Countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council, and any replacement, amendment or restatement of the foregoing issued by the European Commission (the **“EU Model Clauses”**); (ii) [the international data transfer addendum](#) (**“UK Transfer Addendum”**) adopted by the UK Information Commissioner’s Office (**“UK ICO”**) for data transfers from the UK to Third Countries; or (iii) any similar such clauses adopted by a data protection regulator relating to Personal Data transfers to Third Countries, including without limitation any successor clauses thereto .
- (i) **“Security Incident”** means the accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access of Personal Data; provided a Security Incident will not include (i) unsuccessful attempts or activities that do not compromise the security of Personal Data, including, without limitation, pings, port scans, denial of service attacks, network attacks on firewall or networked systems, or unsuccessful login attempts or (ii) incidental disclosure or incidental access to Personal Data where no reasonable suspicion exists that such disclosure or access involves theft, or is fraudulent, criminal or malicious in nature, unless such incidental disclosure or incidental access triggers a notification obligation under applicable Data Protection Law.
- (j) **“Third Country”** means a country that, where required by applicable Data Protection Laws, has not received an adequacy decision from an applicable authority relating to cross-border data transfers, including regulators such as the European Commission, UK ICO, or Swiss FDPIC.

2. **Applicability of the DPA**

2.1 This DPA will apply to the extent that Company processes Personal Data in the course of providing the Services. The details of the processing, including the specific Business Purposes for which Company is processing Personal Data, are further described in **Appendix 1** hereto.

3. **Roles and Responsibilities**

3.1 Roles of the Parties. As between Company and Client, Client is generally the Controller and Business (collectively for purposes of this DPA, herein referred to as **“Controller”**) for the Personal Data that is provided to Company for processing under the Agreement and Company shall process the Personal Data as a Processor and Service Provider (collectively for purposes of this DPA, herein referred to as **“Processor”**) on behalf of Client .

3.2 Controller Obligations. Controller shall be responsible for:

- (a) Complying with all Data Protection Laws in respect of its disclosure of or providing access to the Personal Data, and any processing instructions it issues to Processor;
- (b) Ensuring it has the right to receive, collect, transfer, or provide access to, the Personal Data to Processor for processing pursuant to the Agreement and this DPA;
- (c) Ensuring that it shall not disclose (nor permit any Data Subject to disclose) any special categories of data to Processor for processing absent Processor’s express written request to do so; and

- (d) Ensuring that all notices and consents are obtained from Data Subjects as necessary to meet Controller's compliance obligations with applicable Data Protection Laws, including without limitation, ensuring template consent and notice statements provided by Company for Client's consideration are approved by Client to meet such obligations.

3.3 Processor Obligations. Processor shall be responsible for:

- (a) Complying with applicable Data Protection Laws in respect of its processing of Personal Data, in conformance with any processing instructions it receives from Controller.
- (b) Retaining, using, disclosing, or otherwise processing the Personal Data only for the purposes described in the Agreement and the Business Purpose specified in **Appendix 1** and in accordance with the lawful, documented instructions of Controller (including the instructions of any of Client's authorized users accessing the Services on Client's behalf), as set out in the Agreement, this DPA or otherwise in writing.
- (c) Ensuring it shall not Sell or Share Controller's Personal Data, nor use, retain, disclose, or otherwise process Controller's Personal Data outside of its business relationship with Controller or for any other Business Purpose or Commercial Purpose except as required by law.
- (d) Informing Controller if Processor determines that it is no longer able to meet its obligations under Data Protection Laws or where in Processor's reasonable opinion, any of Controller's instructions infringes any Data Protection Laws.
- (e) Controller reserves the right to take reasonable and appropriate steps to: (i) ensure Processor's processing of Personal Data is consistent with Controller's obligations under Data Protection Law; and (ii) discontinue and remediate unauthorized use of Personal Data.
- (f) Ensuring it will not combine Personal Data which it Processes on Controller's behalf, with Personal Data which it receives from or on behalf of another person or persons, or collects from its own interaction with any individual, provided that Processor may combine Personal Data to perform any Business Purpose permitted or required under the Agreement to perform the Services.
- (g) Processor may pseudonymize Personal Data and to the extent such data is capable of being re-identified it shall remain protected as Personal Data hereunder; and Personal Data which has been pseudonymized, and is not reasonably expected to be re-identified, is deemed de-identified. Processor agrees that any pseudonymized or aggregated data used for Processor's internal purposes (i.e., other than Processing) is conditioned upon Processor's commitment to not re-identify such data and further commitment that in no event shall any such data be published unless pseudonymized in a manner that does not identify, and cannot be re-identified to, Client or any individual Data Subject.

4. **Security**

4.1 Security. Processor shall implement appropriate technical and organisational measures to protect the Personal Data as set forth in **Appendix 2.**

4.2 Security Incidents. Upon becoming aware of a Security Incident, Processor shall notify Controller without undue delay and shall provide reasonable information and cooperation to

Controller so that Controller can fulfill any data breach reporting obligations it may have under the Data Protection Laws. Processor shall further take such reasonably necessary measures or actions to minimize the impact of the Security Incident and shall keep Controller informed of all material developments in connection with the Security Incident.

5. **Sub-processing**

5.1 Sub-processors. Controller agrees that Processor may engage Processor's affiliates and sub-processors listed in Appendix 3 ("**Sub-processors**") to process Personal Data on Processor's behalf provided that:

- (a) Processor shall maintain an up-to-date list of Sub-processors at <https://hireroad.com/sub-processors> which it shall update with details of any change in Sub-processors prior to any such change and shall notify Controller in advance of such change;
- (b) Processor acknowledges that such Sub-processors are required to protect the Personal Data to the standard required by the Data Protection Laws; and

(c) Processor remains liable for any breach of this DPA caused by a Sub-processor.

5.2 Objection to Sub-processors. Controller may object to Processor's appointment or replacement of a Sub-processor within thirty (30) days of receipt of notification under 5.1 (a) as permitted by applicable Data Protection Laws and in such event, the parties shall cooperate in good faith to reach a resolution. If resolution cannot be reached, then Processor, at its discretion, will either not appoint or replace the Sub-processor; and if neither of the foregoing are feasible, then Controller may suspend provision of Personal Data to Company solely with respect to the Services that utilize the objectionable Sub-processor. If the Services as a whole cannot be provided without use of such objectionable Sub-processor then Client may terminate the Agreement.

6. **International Transfers**

6.1 European Area Personal Data Transfers. Processor may process and transfer Personal Data originating from the European Area in and to the United States, Canada and Third Countries where its affiliates and its Sub-processors have operations. All data transfers and processing of Personal Data originating from the European Area shall be made in compliance with the applicable European Area Data Protection Law, and if Processor or Sub-processor are in a Third Country, then Model Clauses, Module Two ("**Controller to Processor**") shall apply as to such transfer. If Model Clauses apply, it is not the intention of either party, nor the effect of this DPA, to contradict or restrict any of the provisions set forth in the Model Clauses. To the extent Controller adopts an alternative data transfer mechanism (including any new version or replacement to the Model Clauses adopted pursuant to Data Protection Laws) for the transfer of Personal Data ("**Alternative Transfer Mechanism**"), the Alternative Transfer Mechanism shall upon notice to Processor apply instead (but only to the extent such Alternative Transfer Mechanism complies with Data Protection Law and extends to the Third Countries to which Personal Data is transferred). In the event that Processor (and/or Sub-processors) are self-certified under the Data Privacy Framework (DPF), such certification has been deemed adequate under European Area Data Protection Law for processors in the United States and the Model Clauses shall not apply.

6.1.1 EEA Personal Data Transfers. For the purposes of the descriptions in the Model Clauses relating to EEA Personal Data Transfers: (i) Processor agrees that it is the

“data importer” and Controller is the “data exporter”; (ii) Appendix 1- Details of Processing and Appendix 2 – Information Security Policy of this DPA shall form Annex I and Annex II of the Model Clauses, respectively, if applicable; (iii) Annex III of the Model Clauses shall be subject to General Authorization; and (iv) The Model Clauses shall be governed by the laws of Ireland.

- 6.1.2 Swiss Personal Data Transfers. Where Personal Data transfers are subject to the Swiss DPA: (i) References to “Regulation (EU) 2016/679” and any articles therefrom shall be interpreted to include references to the Swiss DPA; (ii) References to “EU”, “Union” and “Member State” shall be interpreted to include references to “Switzerland”; (iii) Appendix 1- Details of Processing and Appendix 2 – Information Security Policy of this DPA shall describe the applicable requirements for Annex I-III of the Model Clauses.
- 6.1.3 UK Personal Data Transfers. Where Personal Data transfers are subject to the UK Data Protection Law, each party agrees to be bound by the terms and conditions set out in the UK Transfer Addendum, attached to and incorporated by reference as Appendix 3, in exchange for the other Party also agreeing to be bound by the UK Transfer Addendum.
- 6.2 Other Country Transfers. For Personal Data transfers subject to other Data Protection Laws and require the use of SCC’s (or other measures) to transfer Personal Data to Third Countries, the parties agree to implement the same as soon as practicable and document such requirements for implementation.
- 6.3 Onward Transfers. In connection with the provision of the Services to Controller, Processor may receive from or transfer and process Personal Data to Sub-processors located in Third Countries provided that its Sub-processors take measures to adequately protect such Personal Data consistent with Data Protection Laws. Such measures may include to the extent available and applicable under such laws, any of the following:
 - 6.3.1 Adequacy. Processing in a country, a territory, or one or more specified sectors that are considered under Data Protection Laws as providing an adequate level of data protection;
 - 6.3.2 SCC’s. The parties’ agreement to enter into and comply with the Standard Contractual Clauses in **Appendix 1** and any successors or amendments to such clauses or such other applicable contractual terms adopted and approved under Data Protection Laws.
 - 6.3.3 BCR’s. Processing in compliance with Binding Corporate Rules (“BCR’s”) in accordance with Data Protection Laws; or
 - 6.3.4 Other Approved Transfer Mechanisms. Implementing any other data transfer mechanisms or certifications approved under Data Protection Laws, including, as applicable, the DPF. To the extent that any substitute or additional appropriate safeguards or mechanisms under any Data Protection Laws are required to transfer data to a Third Country the parties agree to implement the same as soon as practicable and document such requirements for implementation in an attachment to this DPA.
- 6.4 Required Disclosures. Processor acknowledges that Controller may disclose this DPA and any relevant privacy provisions in the Agreement to the U.S. Department of Commerce, the

Federal Trade Commission, European supervisory authorities or any other U.S., EU, Swiss or U.K. judicial or regulatory body upon their request.

7. Cooperation

7.1 End User rights. Processor shall provide reasonable assistance to Controller, insofar as this is possible, to enable Controller to respond to requests from Data Subjects seeking to exercise their rights under the Data Protection Laws. In the event such request is made directly to Processor, Processor shall promptly inform Controller of the same.

7.2 Data protection impact assessments. To the extent Processor is required under applicable Data Protection Laws, Processor shall, taking into account the nature of the processing and the information available to it, provide reasonable assistance needed to fulfill Controller's obligation under the Data Protection Law to carry out data protection impact assessments and prior consultations with supervisory authorities.

7.3 Audits. With reasonable prior notice, Controller (or its appointed independent third-party auditor) may carry out an inspection of the Processor's applicable controls, including an inspection of its facilities for the purposes of verifying Processor's compliance with this DPA where Controller has reasonable concerns about Processor 's data protection compliance following i) a Personal Data Breach, ii) a request from a regulator or data protection authority, or iii) a material gap or deficiency identified in Processor's answers to Controller's security questionnaire (completion of such questionnaire to be requested no more frequently than annually).

8. Subpoenas and Court Orders. If Processor receives a subpoena, court order, warrant or other legal demand from a third party (including law enforcement or other public or judicial authorities) seeking the disclosure of Personal Data, then unless legally prohibited as part of a mandatory legal compulsion that requires disclosure of Personal Data to such authority, Processor shall not disclose any information but shall immediately notify Controller in writing of such request, and reasonably cooperate with Snowflake at Controller's expense if it wishes to limit, challenge or protect against such disclosure, to the extent permitted by applicable laws. In the event Processor is under a legal prohibition or a mandatory legal compulsion that prevents it from notifying Controller, Processor shall use reasonable and lawful efforts to challenge such prohibition or compulsion. If Processor makes a disclosure of Personal Data to an authority (whether with Controller's authorization or due to a mandatory legal compulsion) Vendor shall use best efforts to only disclose the minimum amount of such Personal Data legally required to be disclosed to the extent Processor determines it is legally required to do so and in accordance with applicable lawful process. Processor shall have in place, maintain and comply with a process governing Personal Data access requests from Authorities which at minimum prohibits: (1) disclosure in excess of requested information (e.g., massive, disproportionate or indiscriminate disclosure of Personal Data) relating to data subjects in the EEA and the United Kingdom; and (2) disclosure of Personal Data relating to data subjects in the EEA and the United Kingdom to an Authority without a subpoena, warrant, writ, decree, summons or other legally binding order that compels disclosure of such Personal Data.

9. Return/Deletion of Data

9.1 Return or deletion of Personal Data. Upon termination or expiry of the Agreement, Processor shall delete or return to Controller the Personal Data (including copies) in Processor's possession in accordance with the terms of the Agreement and this DPA. This requirement shall not apply to the extent that Processor is required by applicable law to retain some or all of the Personal Data or to Personal Data archived on backup systems,

provided that the Personal Data is destroyed or returned, Processor shall continue to ensure compliance with this DPA.

10. Miscellaneous

10.1 Any claims brought under this DPA shall be subject to the Agreement.

10.2 If there is a conflict between this DPA and the Agreement as to Personal Data, the DPA will control. In the event of a direct conflict between the Agreement and/or DPA and the Model Clauses or the SCCs, the Model Clauses or the SCCs, as applicable, shall control.

**Appendix 1 –
Details of Processing and Transfer**

1. Data Exporter

Company Name	Address	Contact name, position, and contact	Role
Client information as included in the Agreement or applicable Sales Order			Controller

2. Data Importer

Company Name	Address	Contact name, position, and contact	Role
	Acendre Technologies, Inc 4250 FAIRFAX DR SUITE 600 ARLINGTON VA 22203-1673 Attn: Data Privacy Officer privacy@hireroad.com		Processor

3. Activities relevant to the data transferred under these Clauses

The activities relevant to the data transferred are the Services more fully described in the Agreement and applicable ordering documents.

4. Processing Information

Categories of personal data:	<p>Controller determines the categories of personal data processed by Processor as it relates to the Services procured by Controller as further described in the Agreement which may include without limitation:</p> <p>PeopleInsight:</p> <ul style="list-style-type: none"> • name • email address • Date of birth • IP Address • Race/ethnicity • Veteran status • HR Data (salary, position, succession plan) <p>Recruit</p> <ul style="list-style-type: none"> • Name • Address • Date of birth • IP Address • Social Security Number / tax ID • CV / Resume • Race/ethnicity • Veteran status • HR Data (salary, position, succession plan)
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	<p>Onboard</p> <ul style="list-style-type: none"> • Name • Address • IP Address • Date of birth • Social Security Number / tax ID • CV / Resume • Race/ethnicity • Veteran status • HR Data (salary, position, succession plan) <p>Learn</p> <ul style="list-style-type: none"> • Name • Email • IP Address
Sensitive data transferred (if applicable) and applied restrictions or safeguards:	If and to the extent necessary for Processor to perform the Services as configured by Controller and as permitted by Applicable Privacy Law subject to the safeguards listed in Appendix 2
Frequency of the transfer:	Continuous with the provision of the Services.
Nature of the processing:	Vendor shall perform Processing as needed to provide the Services to Controller as described in the Agreement and comply with Controller's Processing instructions where applicable.
Purpose(s) of the data transfer and further processing:	To provide the Services to Controller as described in the Agreement.
Period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period:	The duration of Processing will be as designated in the Agreement.
For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing:	The subject matter, nature and duration of the processing by sub-processors are as set forth in this DPA.

5. Signatures

Signatures	The Parties agree that to the extent required and applicable as set forth herein, the Model Clauses and the UK Transfer Addendum are incorporated by reference and that by executing the DPA, each party is deemed to have executed the Model Clauses and the UK Transfer Addendum.
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Processing operations

6. EEA, Swiss and UK Model Clause Information:

SCC Clause	G	Swis	UK Data Protection
Module in Operation Module Two			
Clause 7- Docking Clause	An entity that is not a party to these clauses may, with the agreement of the parties, accede to these Clauses at any time, either as a data exporter or as a data importer, by completing the Appendix and signing Annex		
Clause 9(a)- Use of Sub-processors	GENERAL WRITTEN AUTHORISATION: The data importer has the data exporter's general authorisation for the engagement of sub-processor(s) from an agreed list. The data importer shall specifically inform the data exporter in writing of any intended changes to that list through the addition or replacement of sub-processors at least 30 days in advance, thereby giving the data exporter sufficient time to be able to object to such changes prior to the engagement of the sub-processor(s). The data importer shall provide the data exporter with the information necessary to enable the data exporter to exercise its right to object.		
Clause 11 (Redress)	Optional language in Clause 11 shall not apply		
Clause 17- Governing Law	These Clauses shall be governed by the law of one of the EU Member States, provided such law allows for third-party beneficiary rights. The Parties agree that this shall be the law of Ireland.	These Clauses shall be governed by the law of one of the EU Member States, provided such law allows for third-party beneficiary rights. The Parties agree that this shall be the law of Switzerland.	These Clauses shall be governed by the law of one of the EU Member States, provided such law allows for third-party beneficiary rights. The Parties agree that this shall be the law of England and Wales.
Clause 18 – Choice of Forum and Jurisdiction	The parties agree that those shall be the courts of Ireland.	The parties agree that those shall be the competent courts of Switzerland.	The parties agree that those shall be the competent courts of England and Wales.
Annex 1A- List of Parties	The name, address, and contact person's name, position, and contact details, and each party's role in processing personal data are provided in		
Annex 1B – Description of Transfer	This information can be found in Section 4 above. To the extent applicable, the descriptions of safeguards applied to the special categories of Personal Data		
Clause 13 and Annex 1C – Competent Supervisory Authority	Irish Data Protection Commissioner	FDPIC	UK Informational Commissioner
Annex II – Technical and Organizational Measures	The technical and organization measures designed to ensure the security of Personal Data are described more fully in <u>Appendix 2</u> to the DPA.		

Annex III – List of Sub-processors	See Appendix 3 to the DPA		
Ending the UK Transfer Addendum the Approved Addendum changes	N/A	N/A	Which Parties may end this Addendum as set out in Section 19: <input checked="" type="checkbox"/> Importer <input checked="" type="checkbox"/> Exporter

Appendix 2 – Information Security Policy

1. Information Security Policies and Standards

The Data Importer will implement appropriate security requirements for staff and all subcontractors, Service Providers, or agents who have access to Personal Data designed to:

- Prevent unauthorized persons from gaining access to Personal Data processing systems (physical access control);
- Prevent Personal Data processing systems being used without authorization (logical access control);
- Ensure that persons entitled to use a Personal Data processing system gain access only to such Personal Data as they are entitled to access in accordance with their access rights and that, in the course of Processing or use and after storage, Personal Data cannot be read, copied, modified or deleted without authorization (data access control);
- Ensure that Personal Data cannot be read, copied, modified or deleted without authorization during electronic transmission, transport or storage, and that the target entities for any transfer of Personal Data by means of data transmission facilities can be established and verified (data transfer control);
- Ensure that Personal Data are Processed solely in accordance with the Instructions (control of instructions); and
- Ensure that Personal Data are protected against accidental destruction or loss (availability control).

These rules are kept up to date, and revised whenever relevant changes are made to the information system that uses or houses Personal Data, or to how that system is organized.

2. Physical Security

The Data Importer will maintain commercially reasonable security systems at all Data Importer sites at which an information system that uses or houses Personal Data is located. The Data Importer reasonably restricts access to such Personal Data appropriately.

Physical access control has been implemented for all data centers. Unauthorized access is prohibited 24x7 through onsite staff and security camera monitoring. Data Centre physical security is audited by an independent firm.

Surveillance cameras are installed and an appropriate level of monitoring is implemented.

3. Organizational Security

When media are to be disposed of or reused, procedures have been implemented to prevent any subsequent retrieval of any Personal Data stored on them before they are withdrawn from the inventory. When media are to leave the premises at which the files are located as a result of maintenance operations, procedures have been implemented to prevent undue retrieval of Personal Data stored on them.

Data Importer implemented security policies and procedures to classify sensitive information assets, clarify security responsibilities and promote awareness for employees.

All Personal Data security incidents are managed in accordance with appropriate incident response procedures.

All sensitive data transmitted by Service Provider are encrypted while in transit and when stored on Data Importer information systems.

4. Network Security

The Data Importer maintains network security using commercially available measures and industry standard techniques, including intrusion detection systems and access control lists.

5. Access Control

Only authorized staff can grant, modify or revoke access to an information system that uses or houses Personal Data.

User administration procedures define user roles and their privileges, how access is granted, changed and terminated; addresses appropriate segregation of duties; and defines the logging/monitoring requirements and mechanisms.

All employees of the Data Importer are assigned unique user IDs.

Access rights are implemented adhering to a “least privilege” based approach.

The Data Importer implements commercially reasonable security measures to create and protect passwords.

6. Virus and Malware Controls

The Data Importer installs and maintains appropriate anti-virus and malware protection software on the system.

7. Personnel

The Data Importer implements a security awareness program to train personnel about their security obligations. This program includes training about security practices and security incident reporting.

Service Provider has clearly defined roles and responsibilities for the employees. Screening is implemented before employment with terms and conditions of employment applied appropriately.

8. Disaster Recovery

The Data Importer implements appropriate disaster recovery and business resumption plans. Data Importer reviews both business continuity plan and risk assessment regularly. Business continuity plans are being tested and updated regularly to ensure that they are up to date and effective.

Appendix 3 – Sub-Processors

Affiliates of Processor:

Acendre Midco

4250 Fairfax Dr Suite 600
Arlington VA 22203-1673

Acendre Pty Ltd

(Ascendre Recruit product)
Level 3 / 600 Victoria Street
Richmond. 3121
Victoria. Australia

Interactive Communications Solutions Group, Inc. dba ICS Learn

(HR Learn, Articulate products)
4250 FAIRFAX DR SUITE 600
ARLINGTON VA 22203-1673 USA

Vacancy Filler

(HR Recruit product)
6 St. George'S Way, Leicester
Leicestershire, England, LE1 1QZ

QuiRC Qualitative Insights, Research & Consulting Inc.

(PeopleInsight product)
180 John Street
Toronto, ON M5T 1XS
Victoria. Australia

HireRoad Canada Holdings Inc

(PeopleInsight product)
55 Metcalfe Street
Suite 1300
Ottawa, ON K1P 6L5

Acendre Inc., USA

(HR Learn, Articulate products)
4250 FAIRFAX DR SUITE 600
ARLINGTON VA 22203-1673 USA

Subcontractors of Processor:

See list at: <https://hireroad.com/sub-processors>