Smart Sourcing Data Processing Addendum

This Smart Sourcing Data Processing Addendum ("**DPA")** is incorporated into, and is subject to the terms and conditions of, the Agreement between Paycor and Client for the purchase of Paycor Smart Sourcing services from Paycor, (identified either as "Services" or otherwise in the applicable agreement, and hereinafter defined as "Services") (the "Agreement") to reflect the parties' agreement with regard to the processing of personal data.

This DPA applies to the use and purchase of Paycor Smart Sourcing exclusively. In the event of any conflict between certain provisions of this DPA and the provisions of the Paycor Data Processing Addendum, the provisions of the Paycor Data Processing Addendum shall prevail over the conflicting provisions of this DPA.

Capitalized terms not defined herein shall have the meanings assigned to such terms in the Agreement.

1. Definitions

1.1 "Authorized Subcontractor" means a third-party subcontractor, agent, reseller, or auditor who has a need to know or otherwise access Client Personal Data to enable Paycor to perform its obligations under this Addendum or the Agreement and who is either (1) listed at: https://webapp.talenyanetwork.com/info/dpia at the time the parties enter into this Addendum or (2) later authorized by Client, pursuant to Section 4.1 of this Addendum.

1.2. "CCPA" means the California Consumer Privacy Act of 2018, Cal. Civ. Code ss1798.100 et. Seq., and its implementing regulations, as amended by the CPRA.

1.3. "CPRA" means the California Privacy Rights Act of 2020, and its implementing regulations.

1.3 "Candidate Personal Data" means any personal information maintained by Paycor that is transferred to Client pursuant to the terms of the agreement which identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual, consumer, household, or natural person, to the extent that such information is protected as "personal information" (or analogous variation of such term) under applicable U.S. Data Protection Laws.

1.4 "Client Personal Data" means any nonpublic Client Data maintained by Client and processed by Paycor solely on Client's behalf that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer, household, or natural person, to the extent that such information is protected as "personal information" (or analogous variation of such term) under applicable U.S. Data Protection Laws.

1.5 "Process" or "Processing" means any operation or set of operations which is performed upon the Client Personal Data or Candidate Personal Data, whether or not by automatic means, such as collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure, or destruction.

1.6 "U.S. Data Protections Laws" means the various applicable data protection and privacy laws of the state(s), which may include but are not limited to, California (CCPA), Colorado (Colorado Privacy Act of 2021 "CPA") and Virginia (Virginia Consumer Data Protection Act of 2021 "VCDPA").

1.7 The terms, "Controller," "Processor," and "Service Provider" shall have the same meanings given under applicable U.S. Data Protection Laws.

2. Processing of Client Personal Data

2.1 The Parties acknowledge and agree that with regard to the Processing of Client Personal Data performed solely on behalf of Client, (i) Client is the Controller of Client Personal Data, (ii) Paycor is the Processor of such Client Personal Data; (iii) for the purposes of the CCPA, Client is the "Business" and Paycor is the "Service Provider" (to the extent applicable as such terms are defined in the CCPA), with respect to the Processing of Client Personal Data described in this section 2.1.

2.2 Client, in its use of the Services, and Client's directions, either in writing, in textual form (e.g., by e-mail) or by using a software or online tool, issued by Client to Paycor and directing Paycor to Process Client Personal Data ("Instructions") to the Paycor, shall comply with U.S. Data Protection Laws. Client shall establish and have any and all required legal bases in order to collect, Process and transfer to Paycor the Client Personal Data, and to authorize the Processing by Paycor, and for Paycor's Processing activities on Client's behalf, including the pursuit of 'business purposes' as defined under the CCPA.

2.3 Paycor shall Process Client Personal Data only (i) for the purposes set forth in the Agreement, (ii) in accordance with the terms and conditions of the Agreement and any other documented Instructions provided by Client, and (iii) in compliance with U.S. Data Protection Laws. Client hereby instructs Paycor to Process Client Personal Data in accordance with the foregoing and as part of any Processing initiated by Client in its use of the Services. Paycor shall process Client Personal Data categories and subject matter, provided by the Client, or derived there from, for the purpose of supporting the processing of the Services. Client Personal Data shall be transferred by Client as needed to perform Services, which are continuous in nature.

2.4 Paycor shall delete or destroy, in a secure manner, all Client Personal Data in a timely manner after termination of the Agreement. Client

Personal Data that is not deleted/destroyed in order to meet a statutory obligation or related legal matter (e.g., maintenance of a litigation hold, storage of documents for the duration of a statute of limitations, etc.) shall remain protected by the DPA.

2.5 Paycor certifies that it understands and shall comply with the restrictions of subparagraph (A) of 1798.140(w)(2) of CCPA. To the extent applicable, Paycor certifies that it understands and, from and after January 1, 2023, shall comply with, the restrictions of subparagraph (A) of 1798.140(j)(1)(A) of the CPRA and similar provisions set forth in other U.S. Data Protection Laws.

3. Authorized Employees

3.1 Paycor shall take commercially reasonable steps to ensure the reliability and appropriate training of any employee of Paycor who has a need to know or otherwise access Client Personal Data to enable Paycor to perform its obligations under this Addendum or the Agreement ("Authorized Employee").

3.2 Paycor shall ensure that all Authorized Employees are made aware of the confidential nature of Client Personal Data and have executed confidentiality agreements that prevent them from disclosing or otherwise Processing, both during and after their engagement with Paycor, any Client Personal Data except in accordance with their obligations in connection with the Services.

4. Authorized Subcontractors

4.1 Client acknowledges and agrees that Paycor may (1) engage the Authorized Subcontractors to access and Process Client Personal Data in connection with the Services and (2) from time to time engage additional third parties for the purpose of providing the Services, including without limitation the Processing of Client Personal Data. A list of Paycor's current Authorized Subcontractors (the "List") is available at: https://webapp.talenyanetwork.com/info/dpia (such URL may be updated by Paycor from time to time).

4.2 Paycor or any entity that directly or indirectly controls, is controlled by, or is under common control with the Paycor, has entered into a written agreement with each Subcontractor containing appropriate safeguards to the protection of Client Personal Data. Where Paycor engages a new Subcontractor for carrying out Processing activities on behalf of the Client, the same or materially same data protection obligations as set out in this DPA shall be imposed on such new Subcontractors, in particular providing sufficient guarantees to implement appropriate technical and organization measures so as to meet the requirements of U.S. Data Protection Laws.

5. Security of Client Personal Data

5.1 Paycor shall maintain commercially reasonable administrative, physical, and technical measures that are designed to protect the security, confidentiality, and integrity of Client Personal Data, and that are reasonably appropriate to the risks represented by the processing and nature of the provided Client Personal Data to be protected and designed to guard against the accidental or unauthorized access, use, loss, or disclosure of Client Personal Data while it is in the Paycor Service/Product. Client acknowledges an independent duty to comply with any and all U.S. Data Protection Laws in connection with its provision of Client Personal Data to Paycor. Client may not perform any security penetration tests or security assessment activities without the express advance written consent of Paycor.

Client acknowledges and accepts that in order to safeguard Client Personal Data, upon any indication of breach of security, Paycor may immediately suspend any or all of Client's, and its Authorized Individuals,' use of the Services, which utilize an internet connection, without prior notice.

Any credentials (including, but not limited to: usernames, passwords, and security questions and answers) that can be used to access the Paycor's Services and/or Products ("Paycor Credentials") are proprietary and confidential. Individuals with Paycor Credentials ("Users") may not disclose Paycor Credentials, authorize any other person to use their Paycor Credentials, or otherwise grant access to Paycor's Services. In order to protect the Paycor Credentials and the proprietary and confidential information that can be accessed by using them, Paycor may disable a User's Paycor Credentials if it determines that the Paycor Credentials are being used by more than one person. Client agrees to require Users to: use reasonable efforts maintain the privacy and security of Paycor Credentials and exit from User's Paycor account at the end of each session. Client shall promptly notify Paycor if it discovers or suspects unauthorized use of Paycor Credentials. Client is fully responsible for all activities, actions, and omissions of its Users. Paycor shall not be liable for any damages Client, a third party, or any User may incur as a result of failure to comply with this section or as a result of someone else using Users' credentials or access provided by credentials, either with or without the applicable Users' knowledge.

5.2 Paycor agrees to treat all Client Personal Data that Client discloses to Paycor (including but not limited to employee names and e-mail addresses) in accordance with applicable privacy laws, rules, and regulations. Except as provided herein, Paycor will use Client Personal Data solely for the purpose of performing the Services. In the event that Paycor becomes aware that Client Personal Data of any of Client's employees has been intentionally disclosed to or acquired by unauthorized parties (any such incident a "Data Breach"), Paycor will, to the extent required by U.S. Data Protection Laws, promptly notify Client of such disclosure or acquisition.

Client agrees that Paycor may disclose Client Personal Data to: (i) Paycor's employees or agents (including its attorneys, auditors, or accountants) in the ordinary course of its business; (ii) non-affiliated third parties who need access in order for Paycor to carry out the Services or any other services requested by Client, including but not limited to Third-Party Providers; (iii) employees, agents, affiliates, or contractors of Client that supplied such Client Personal Data to Paycor or that Client has authorized to receive such Client Personal Data from Paycor; or (iv) as is otherwise required by Applicable Law (including but not limited to responding to subpoenas and investigations by government regulatory authorities). Paycor shall take appropriate measures to maintain the security and confidentiality of Client Personal Data, treating such Information in a manner similar to which Paycor treats its own Information.

6. **Rights of Data Subjects**

6.1 Paycor shall, to the extent legally permitted, refer an identified or identifiable individual to whom Client Personal Data relates ("Data Subject" or "Consumer"), to Client , if Paycor receives a request from a Data Subject or Consumer to exercise their rights (to the extent available to them under applicable law) of access, right to rectification, restriction of Processing, erasure, data portability, object to the Processing, its right not to be subject to an automated individual decision making, to opt-out of the sale of Personal Data, or the right not to be discriminated against for exercising any Consumer rights under U.S. Data Protection Laws. Client will be responsible for responding to such request, including, where necessary, by using the functionality of the Services.

7. Processing of Candidate Personal Data

7.1 The Parties acknowledge and agree that with regard to the Processing of Candidate Personal Data (i) Client is a Controller of Candidate Personal Data, (ii) Paycor is a Controller of Candidate Personal Data; (iii) for the purposes of the CCPA, Client is the "Contractor" and Paycor is the "Business" (to the extent applicable as such terms are defined in the CCPA), with respect to the Processing of Candidate Personal Data described in this section 7.1.

7. 2 Client shall Process Candidate Personal Data only (i) for the purposes contemplated by the Agreement, (ii) in accordance with the terms and conditions provided by Paycor, and (iii) in compliance with U.S. Data Protection Laws ensuring that the level of privacy protection is equivalent to any and all standards required by U.S. Data Protection Laws.

7.3 Client shall not: (i) sell or share Candidate Personal Data (ii) retain, use, or disclose the Candidate Personal Data for any purpose other than for the business purposes specified in the contract, including retaining, using, or disclosing the Candidate Personal Data for a commercial purpose other than the business purposes specified in this agreement, or as otherwise permitted by U.S. Data Protection Laws, (iii) retain, use, or disclose the information outside of the direct business relationship between the Client and Paycor, or (iv) combine the Candidate Personal Data that the Client receives pursuant to this agreement with Candidate Personal Data that it receives from or on behalf of another person or persons, or collects from its own interaction with the individuals except where authorized under U.S. Data Protection Laws.

7.4 Client certifies that it understands the Processing Restrictions applicable to the Candidate Personal Data being transferred pursuant to this agreement and that it will comply with such restrictions.

7.5 Upon written request, Client shall provide Paycor at least annually a written confirmation that it has complied with all of the requirements of this Agreement. Furthermore, Paycor reserves the right, upon written notice, to perform, or engage a third party to perform, an audit of Client as well as, if necessary, its affiliates, subcontractors and third parties that process Candidate Personal Data pursuant to this agreement to ensure that technical organizational measures and security controls are operating adequately. A request for such an audit may be satisfied by the provision of a recent third-party attestation addressing relevant controls (e.g., ISO 27001 or SOC 2 report) or a completed due diligence questionnaire unless such mechanisms are insufficient to comply with U.S Data Protection Laws.

7.6 Client shall notify the Paycor if: (i) Client engages any other person to assist it in processing of the Candidate Personal Data transferred pursuant to this agreement or (ii) if any other person engaged by the Client engages another person to assist in processing the Candidate Personal Data transferred pursuant to this agreement. Furthermore, any such engagement must be pursuant to a written contract binding the other person to observe all the requirements set forth in following sections of this agreement: Processing Restrictions, Certification of Understanding, and Compliance Monitoring.

7.7 If at any point, Client cannot comply with the requirements of this agreement related to the Processing of Candidate Personal Data, it agrees to promptly inform Paycor of its inability to comply with such requirement, in which case Paycor is entitled to take reasonable and appropriate steps to remediate any unauthorized use of Personal Data by suspending the transfer of data and/or terminating the contract.

8. International Data Transfers

8.1 If at any time Client (i) plans to process the Candidate Personal Data of individuals outside the United States or (ii) requires the processing of Client Personal Data by Paycor of individuals outside the United States – in either case resulting in the transfer (either directly or via onward transfer) of Client Personal Data and/or Candidate Personal Data from the EEA, Switzerland, the UK, and/or Israel – Client must obtain a data processing agreement for international transfers by emailing privacy@paycor.com before such processing can begin. Paycor does not support international transfers outside of the listed countries.

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