

## **DATA PROCESSING TERMS**

(v3 03082023)

These additional data processing terms (these “Data Processing Terms” apply to LASSO’s processing of Personal Data (as defined herein) as part of LASSO’s provision of the Application and Services. The Application and Services are described in the LASSO Terms and Conditions forming a part of the Master Services Agreement by and between Customer and LASSO, in which these Data Processing Terms are referenced, and all exhibits and addenda thereto (together, the “**Agreement**”). Except as expressly stated otherwise in these Data Processing Terms or the Agreement, these Data Processing Terms are incorporated into and subject to the terms of the Agreement, and shall be effective and remain in force for the term of the Agreement.

1. **Definitions.** Capitalized terms not defined herein shall have the meanings ascribed to them under the Agreement. In these Data Processing Terms, the following terms shall have the following meanings:

“**CCPA**” means the California Consumer Privacy Act, as amended by the California Privacy Rights Act of 2020 (Cal. Civ. Code §§ 1798.100 - 1798.199).

“**Data Protection Legislation**” shall mean the GDPR, UK Data Protection Legislation, CCPA, and any other applicable laws relating to the protection of personal data and the privacy of individuals (all as amended, updated or re-enacted from time to time) as applicable to the Products and/or Services made available under the Agreement.

“**Documented Instructions**” shall mean Customer’s written instructions specified in the Agreement and these Data Processing Terms (including with respect to transfers of Personal Data to a Third Country or to an International Organisation), it being understood that “written instructions” includes all requirements and obligations set forth in the Agreement on the part of LASSO and as necessary to provide the Application and Services in accordance with its documentation, supplemented or replaced from time to time by individual written instructions made from time to time by an authorized representative of Customer.

“**EEA**” means the European Economic Area.

“**EU SCCs**” means the contractual clauses approved by the European Commission under Commission Implementing Decision (EU) 2021/914 for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679.

“**GDPR**” means Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

“**Personal Data**” means the “personal data” or “personal information” (as defined in Data Protection Legislation) that is uploaded to the Services by or through Customer’s or its Authorized Users’ accounts for the Services or otherwise provided directly by Customer to LASSO.

“**Regulator**” means any independent public authority responsible for monitoring the application and enforcement of Data Protection Legislation.

“**Subcontractor**” shall mean any processor engaged by LASSO who agrees to receive Personal Data from LASSO for processing activities to be carried out on behalf of Controller in accordance with its instructions and the terms of the written subcontract.

“**Third Country**” shall mean any country other than a European Union Member State, a member of the EEA, or the United Kingdom at the time of transfer of Personal Data.

**“UK Addendum”** means the UK addendum to the EU SCCs, as issued by the UK Information Commissioner’s Office under s.119A(1) Data Protection Act 2018, published in draft as at the date of the Agreement, and as subsequently published in final-form.

**“UK Data Protection Legislation”** means all applicable data protection and privacy legislation in force from time to time in the UK including but not limited to the Data Protection Regulation as incorporated into the European Union (Withdrawal) Act of 2018 and as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019 (SI 2019/419); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426), as amended.

In addition to the terms defined above in this Section 1, for the purposes of these Data Processing Terms, **“special categories of personal data,” “controller,” “processor,” “processing,” “data subject,” “Member State,” “International Organisation,” “personal data breach,” “business,” “service provider,” “third party,” “consumer”** and **“sale”** shall have the meanings ascribed to them under applicable Data Protection Legislation.

## **2. Background and Interpretation.**

2.1 Except as expressly stated otherwise in these Data Processing Terms or the Agreement, in the event of any conflict between the terms of the LASSO Terms and Conditions and the terms of these Data Processing Terms, the relevant terms of these Data Processing Terms shall control and take precedence.

2.2 Customer acknowledges and agrees that (i) all rights and obligations under these Data Processing Terms shall be exclusively exercised by Customer and (ii) correspondingly, any notifications to be provided by LASSO under these Data Processing Terms shall only be provided to Customer.

2.3 Customer shall ensure that it has complied with all applicable Data Protection Legislation with respect to Customer Data that Customer provides to LASSO and represents and warrants that it has obtained all necessary consents and permissions and has made all necessary notices and disclosures sufficient for LASSO to Process Customer Data under the Agreement.

## **3. Processing of Personal Data.**

3.1 Customer is and will at all times remain the controller/business of the Personal Data processed by LASSO under the Agreement. Customer is responsible for compliance with its obligations as a controller/business under applicable Data Protection Legislation, in particular for justification of any transmission of Personal Data to LASSO, and for Customer’s decisions and actions concerning the processing of such Personal Data.

3.2 LASSO is and will at all times remain a processor/service provider with regard to the Personal Data provided by Customer or any of its Authorized Users to LASSO under the Agreement. LASSO is responsible for compliance with its obligations under these Data Processing Terms and for compliance with its obligations as a processor/service provider under applicable Data Protection Legislation.

3.3 The nature/purpose of the processing under these Data Processing Terms is to enable LASSO to carry out its obligations under the Agreement (which forms the subject matter of the processing), all in accordance with the Documented Instructions. Where LASSO believes that an instruction of Customer would result in a violation of Data Protection Legislation, LASSO shall immediately notify Customer thereof and request that Customer withdraw, amend or confirm the relevant instruction. Pending the decision of the Customer on the withdrawal, amendment or confirmation of the relevant instruction, LASSO shall be entitled to suspend the implementation of the relevant instruction. Additional instructions outside the scope of the Documented Instructions (if any) require prior written agreement

between LASSO and Customer, including agreement on any additional fees payable by Customer to LASSO for carrying out such instructions.

**4. Personal Data and Data Subject Categories.** For the purposes of the Agreement:

4.1 The types of Personal Data are: names and contact details; user name/password; resume information; other biographical information, including education credentials; work history; job skills; photograph of likeness; payroll information, including salary, bank routing information; eligibility information regarding benefits for which employees and former employees may be eligible; IP addresses and unique IDs collected from Authorized User devices and use sessions; social security number or other identification numbers; location information; social media, travel information and preferences; and emergency contact information.

4.2 The categories of Data Subjects are: Authorized Users; current and former employees and/or contractors; Customer business partners, vendors, clients and other contacts.

**5. Rights of Data Subjects.**

If LASSO directly receives any Data Subject requests regarding Personal Data, it will promptly pass on such requests to Customer without responding to the Data Subject, provided that the Data Subject has identified Customer as the controller/business, unless otherwise required by applicable Data Protection Legislation.

**6. Subcontractors and Sub-Processing.**

6.1 Customer agrees that LASSO may engage Subcontractors to assist in the performance of the Services, including carrying out some of LASSO's processing obligations under the Agreement.

6.2 Where LASSO authorizes a Subcontractor as described in Section 6.1, (i) LASSO will enter into a written agreement with the Subcontractor and, to the extent that the Subcontractor is performing the same data processing services that are being provided by LASSO under these Data Processing Terms, such Subcontractors are required to abide by substantially similar data protection and security terms as set forth under these Data Processing Terms, as applicable to their processing of Personal Data; and (ii) LASSO will remain responsible for its compliance with the obligations of these Data Processing Terms and for any acts or omissions of Subcontractors that cause LASSO to breach any of LASSO's obligations under these Data Processing Terms.

**7. Technical and Organizational Security Measures.**

7.1 LASSO shall implement appropriate technical and organizational measures in accordance with the Data Protection Legislation to ensure a level of security appropriate to the risks that are presented by such processing, in particular, protecting from and against accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data, taking into account the state of the art, the costs of implementation, the nature, scope, context and purposes of processing and the likelihood and severity of risk in relation to the rights and freedoms of the data subjects, so as to ensure a level of security appropriate to (i) the harm that may result from a breach of the relevant measures, and (ii) the nature of Personal Data processed hereunder.

7.2 LASSO personnel as well as any Subcontractors that may have access to Personal Data are subject to appropriate confidentiality arrangements. LASSO shall not disclose Personal Data to any third party, except to Subcontractors in accordance with Section 6, unless requested in writing by an authorized representative of the Customer or required under applicable law. If LASSO is obligated by applicable law to disclose Personal Data to any third

party, LASSO shall (to the extent permitted by applicable law) inform Customer of such intended disclosure and cooperate with Customer to limit the scope of the disclosure to what is strictly required by applicable law and with such reasonable protective measures in place to protect the confidentiality and integrity of such Personal Data.

## **8. Personal Data Breach Notification.**

8.1 LASSO shall notify the Customer without undue delay on becoming aware of a confirmed or reasonably suspected personal data breach, such notification to include all information reasonably required by Customer to comply with its obligations under Data Protection Legislation.

8.2 To assist Customer in relation to any personal data breach notifications Customer is required to make under Data Protection Legislation, LASSO will include in the notification under Section 8.1 such information about the personal data breach as LASSO is reasonably able to disclose to Customer, taking into account the nature of the Services, the information available to LASSO, and any restrictions on disclosing the information, such as confidentiality or legal obligations.

8.3 Customer agrees that an unsuccessful personal data breach will not be subject to this Section 8. An unsuccessful personal data breach is one that results in no unauthorised access to Personal Data or to any of LASSO's equipment or facilities storing Personal Data, and may include, without limitation, pings and other broadcast attacks on firewalls or edge servers, port scans, unsuccessful log-on attempts, denial of service attacks, packet sniffing (or other unauthorised access to traffic data that does not result in access beyond headers) or similar incidents. Notwithstanding anything else in these Data Processing Terms or the Agreement, LASSO's obligation to report or respond to a personal data breach under this Section 9 is not and will not be construed as an acknowledgement by LASSO of any fault or liability of LASSO with respect to the personal data breach.

## **9. Cross Border Transfers.**

9.1 LASSO accesses and processes Personal Data within the United States. To the extent LASSO's access involves a transfer of Personal Data originating from the EEA, UK or Switzerland, such transfers shall be subject to the EU SCCs with the Customer as the 'data exporter' and LASSO as the 'data importer' with the Parties' signature and dating of these Data Processing Terms being deemed to be the signature and dating of the EU SCCs and with the Annexes to the EU SCCs being as set out in Appendix 1 Part B.

9.2 For the purposes of such EU SCCs, the following shall apply: (i) such transfers will be made under Module 2 controller to processor clauses and not including any clauses marked as optional; (ii) for clause 9 of Module 2, the parties select Option 1 (*specific prior authorization for subprocessors*) and agree: (a) that the time period for submitting requests for authorization shall be fifteen (15) days; and (b) that LASSO shall submit any request for authorization to the Customer; (iii) for clause 17 (*Governing law*) the parties agree that the clauses shall be governed by the laws of the Member State in which Customer is registered with a Regulator in respect of transfers from the EEA and England & Wales in respect of transfers from the UK; (iv) for clause 18 (*Choice of forum and jurisdiction*) the parties agree that the courts of the Member State in which Customer is registered with a Regulator in respect of transfers from the EEA and England & Wales in respect of transfers from the UK shall have jurisdiction.

9.3 For the purposes of transfers from the UK, the EU SCCs shall be deemed amended in accordance with the UK Addendum.

9.4 Where required by applicable Data Protection Legislation, the parties may also enter into other documentation required by Data Protection Legislation for the international transfer of personal data to ensure an adequate level of data protection.

9.5 For the avoidance of doubt, in such case, the EU SCCs shall take precedence over these Data Processing Terms to the extent any terms conflict with each other.

**10. Audit Rights and Cooperation with Customer.**

10.1 LASSO shall make available all information reasonably necessary to demonstrate the Customer's compliance with these Data Processing Terms on request by the Customer.

10.2 Customer may audit LASSO's compliance with its obligations under these Data Processing Terms up to once per year. In addition, to the extent required by applicable Data Protection Legislation, including where mandated by a Regulator, Customer or a Regulator may perform more frequent audits. LASSO will contribute to such audits by providing Customer or the applicable Regulator with the information and assistance reasonably necessary to conduct the audit, including any relevant records of processing activities applicable to the Services ordered by Customer; provided, however, LASSO will not provide Customer or any third party direct access to LASSO's databases or information systems due to confidentiality and security commitments and obligations to its other clients and as required under applicable law, including without limitation Data Protection Legislation. Customer shall reimburse LASSO for reasonable costs associated with LASSO's performance of its obligations under this Section 9.3 and agree to reasonable confidentiality obligations for Customer and any third party appointed by Customer.

10.3 To request an audit, Customer must submit a detailed proposed audit plan that includes at a minimum the proposed scope, duration and start date of the proposed audit to LASSO at least fifteen (15) business days in advance of the proposed audit date.

**11. Return or Deletion of Personal Data.**

Upon Customer's request, within ninety (90) days of Customer's request, LASSO shall, promptly upon termination or expiration of the Agreement, destroy or delete all Personal Data and delete all existing copies of such data unless required by law to keep or store such Personal Data, and shall promptly certify in writing to Customer completion of such deletion, destruction or return, as directed by Customer.

**12. Amendment.**

LASSO may, at any time on not less than thirty (30) days' notice, update and amend these Data Processing Terms by replacing it with any standard clauses adopted in accordance with Article 28 of the General Data Protection Regulation.

**APPENDIX 1**  
**PART A - DATA PROCESSING INFORMATION**

**Subject matter of processing**

Provision of LASSO's Products and/or Services, as described in the Agreement

**Duration of processing**

For the term of the Agreement

**Nature of processing**

The personal data transferred will be subject to the following basic processing activities:

*See Section 3 of the Data Processing Terms*

**Purpose of processing**

The purpose of the LASSO Products and/or Services, as described in the Agreement

**Data subjects**

The personal data transferred concern the following categories of data subjects:

*See Section 4 of the Data Processing Terms*

**Categories of data**

The personal data transferred concern the following categories of data:

*See Section 4 of the Data Processing Terms*

**Special categories of data (if appropriate)**

The personal data transferred concern the following special categories of data:

*Some government-issued identification provided through the Services (e.g., copies of driver's licenses, passports, etc.) may: (a) reveal a data subject's religious beliefs and/or racial or ethnic origin' and/or (b) biometric data processed for the purpose of uniquely identifying a natural person. Personal data provided may also reveal trade union membership and/or data concerning health of data subjects.*

## Part B – Description of Transfer

<b>Categories of data subjects whose personal data is transferred</b>	<i>As indicated in Part A</i>
<b>Categories of personal data transferred</b>	<i>As indicated in Part A</i>
<b>Special categories of data transferred (if applicable) and applied restrictions or safeguards</b>	<i>As indicated in Part A, and with such safeguards as described in Appendix 2.</i>
<b>Frequency of transfer</b>	<i>Continuous during the term of the Agreement</i>
<b>Nature of the processing/ processing operations</b>	<i>As indicated in Part A</i>
<b>Purposes of the data transfer and further processing</b>	<i>As indicated in Part A</i>
<b>Period for which the personal data will be retained</b>	<i>As indicated in Part A</i>

<b>For transfers to (sub-) processors, the subject matter, nature and duration of the processing</b>	<i>As indicated in Part A</i>
<b>Competent Supervisory Authority</b>	<i>As indicated in Section 9.2</i>
<b>Annex II: technical and organisational measures</b>	<i>As described in Appendix 2.</i>



## **APPENDIX 2**

**Description of the technical and organisational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c):**

The technical and organizational security measures implemented by the data importer are as described in the *Data Processing Terms*.

24843697.5