



**SANTA ROSA CITY SCHOOLS
SERVICE CONTRACT**

This CONTRACT is hereby entered into between the Governing Board of the Santa Rosa City Schools, hereinafter referred to as "DISTRICT", OR "BOARD" and **TEAMTAILOR INC.**, hereinafter referred to as "CONTRACTOR".

SCHOOL SITE/DEPARTMENT USE ONLY

Check one of the following:

Independent Contractor/Business/Organization* **Professional Services**** Partnership***

* Any person, business, or organization that will be providing non-professional services to the District

** Any person, business, or organization that will be providing professional services to the District (Usually as a result of an RFP, i.e., services that require extensive technical knowledge or training in their particular area of expertise.) Engineers, Financial Advisors, Architects, Auditors, Surveyors, Inspectors, etc.

*** Two or more persons, businesses, corporations, or organizations that will be partnering with the District to perform certain services with the District

SCHOOL SITE/DEPARTMENT USE ONLY

Funding Source: 01 – 0000 – 0 – 9218 – 7400 – 5800 – 395 - 5195

Funding Category: Base Supplemental Concentration

Restricted: _____ Other: _____

For Billing (if applicable): Bill to: Human Resources Billing frequency: _____

Contract is: New Renewal Addendum Amendment

Number of Individuals Served: Serving all potential candidates for vacant SRCS classified positions

Departmental Approval:** Michael Shepherd _____ Date: 6/15/23 _____

** Signature - DISTRICT OFFICE DEPT. SIGNATURE

Contract Created by: Renee Jackson, Conf. Administrative Assistant Phone #: (707) 890-3800 x80602

Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: June 29, 2023 **Proposed Contract End Date:** August 31, 2024

Requisition #: R24-00457 **Estimated Annual Cost:** \$15,000.00 for first contract period of 14 months

BUSINESS SERVICES USE ONLY

Verified Receipt of: Insurance(s) W-9 Form HR Clearance, if applicable

Funding Source /Funding Category verified: YES NO **Board Approval Date:** _____

Verified by: _____ Date: _____

1. Services.

a) DISTRICT's Responsibilities and Duties:

The Customer shall:

(a) provide the Supplier with:

- (i) all necessary co-operation in relation to this Contract; and
- (ii) all necessary access to such information as may be required by the Supplier; in order to provide the Services;

(b) without affecting its other obligations under this Contract, comply with all applicable laws and regulations with respect to its activities under this Contract;

(c) carry out all other Customer responsibilities set out in this Contract in a timely and efficient manner;

(d) ensure that the Authorised Users use the Services in accordance with the terms of this Contract and shall be responsible for any Authorised User's breach of this Contract; and

(e) obtain and maintain all necessary licences, consents, and permissions necessary for the Supplier, its contractors and agents to perform their obligations under this Contract.

b) CONTRACTOR's Responsibilities and Duties:

Teamtaylor is an applicant tracking system and an employer branding platform provided by the Supplier (the "Service") available on app.teamtaylor.com.

The Service is available 24 hours a day, seven days a week with exception for:

- a) unscheduled downtime; and
- b) planned downtime which shall, if possible, be performed outside of 8 am to 6 pm CET.

The Supplier shall perform maintenance promptly to limit any interruptions in the Service. The Customer can subscribe for service level updates on: <https://status.teamtaylor.com>.

The Supplier will, as part of the Services, provide Customer support services through:

- a) email: support@teamtaylor.com; or
- b) chat: www.teamtaylor.com (or while logged into the app).

Includes data processing agreement.

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on **June 29, 2023**, and will continue through **August 31, 2024**, subject to revision and renewal with BOARD approval in subsequent years. Pursuant to Education Code §17596, in no event shall this CONTRACT exceed a term of five (5) years.

3. Compensation. DISTRICT agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this CONTRACT a total fee not to exceed **Fifteen Thousand Dollars (15,000.00)**. DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

Payment terms – 30 days

The first contract period is 14 months. Thereafter the contract is automatically renewed with subsequent periods of 12 months. The notice period for canceling the contract is 1 month before the end of each contract period.

The start date for contract is June 30, 2023.

4. Expected Outcomes (Deliverables). DISTRICT expects the following outcomes from the services performed by CONTRACTOR pursuant to this CONTRACT (What was the positive impact on the students? How will/is it measured?):

See Appendix 1 – Details of the Service

Teamtaylor will provide the following services:

- Career page
- Applicant tracking system
- Candidate management
- Data and privacy
- Social recruiting functionality
- Training and support
- Product updates during contract period

5. Alignment with DISTRICT Strategic Plan. This CONTRACT supports the following Strategic Plan Goals (check all that apply):

	Board Strategic Priorities
	Priority 1- Life Ready Learners
	Priority 2- Whole Person Focus
X	Priority 3- High Quality Staff
	Priority 4- Teaching and Learning Environment and Resources
X	Priority 5- Equity and Excellence
	Priority 6- Family Engagement and Community Partnerships
	Priority 7- Sustainable Funding

6. Expenses. Except as set forth herein, DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT.

7. Independent Contractor. CONTRACTOR, in the performance of this CONTRACT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT’S employees are normally entitled, including, but not limited to, State Unemployment Compensation, Workers’ Compensation, Health and Welfare Benefits, Paid Vacation, Retirement Program Participation, or any other employee benefits. CONTRACTOR assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this CONTRACT. CONTRACTOR shall

assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to CONTRACTOR and CONTRACTOR'S employees.

8. Materials. CONTRACTOR shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this CONTRACT. CONTRACTOR'S services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

9. Taxes. Federal Internal Revenue Service's regulations require that school districts report all payments to individuals for CONTRACTOR services. CONTRACTOR agrees to file federal and state tax returns and pay all applicable state and federal taxes on amounts paid pursuant to this CONTRACT. In the event DISTRICT is audited for compliance regarding any applicable taxes, CONTRACTOR agrees to furnish DISTRICT with proof of payment of taxes on these earnings.

10. Indemnification:

- (a) CONTRACTOR shall indemnify, defend with counsel acceptable to DISTRICT, and hold harmless to the full extent permitted by law, DISTRICT and its Board of Trustees, officers, agents, employees and volunteers from and against any and all liability, loss, damage, claims, expenses and costs (including, without limitation, attorney fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with CONTRACTOR'S performance or failure to perform its obligations under this CONTRACT, except such Liability caused by the active negligence, sole negligence or willful misconduct of the DISTRICT. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for CONTRACTOR or its agents under workers' compensation acts, disability benefit acts, or other employee benefit acts. Notwithstanding the foregoing, however, in the event that a court determines that liability with respect to any Liability was caused or contributed to by the negligent act, error, omission or the willful misconduct of DISTRICT, liability will be apportioned between CONTRACTOR and DISTRICT with regard to such Liability based upon the parties' respective degrees of culpability, as determined by the court, and CONTRACTOR's duty to indemnify DISTRICT with respect to satisfaction of the judgment only (but not to costs of defense previously incurred by CONTRACTOR) will be limited accordingly.
- (b) CONTRACTOR shall be liable to DISTRICT for any loss or damage to DISTRICT property arising from or in connection with CONTRACTOR'S performance hereunder, if and to the extent caused by CONTRACTOR or any agent or representative of CONTRACTOR.

N/A 11. Insurance: With respect to the performance of work under this CONTRACT, CONTRACTOR shall maintain and shall require all of its subcontractors, if any, to maintain insurance as indicated below:

- (a) **N/A** Worker's compensation insurance with statutory limits as required by the Labor Code or the State of California. The policy shall be endorsed with the following specific language:

“This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the DISTRICT”.

(b) **N/A** Commercial or Comprehensive General Liability insurance covering bodily injury and property damage using an occurrence policy form, in an amount no less than \$1,000,000 per occurrence, \$2,000,000 aggregate. Such insurance shall include, but not be limited to premises and operations liability, independent CONTRACTOR’s liability, and personal injury liability.

(c) **N/A** Automobile liability insurance covering bodily injury and property damage in an amount no less than \$1,000,000 combined single limit for each occurrence. Such insurance shall include coverage for owned, hired, and non-owned vehicles.

(d) **N/A** Each such comprehensive or commercial general liability and automobile liability insurance policy shall be endorsed with the following specific language:

(1) DISTRICT, its officers and employees, is named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this CONTRACT.

(2) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

(3) The insurance provided herein is primary coverage to DISTRICT with respect to any insurance or self-insurance programs maintained by DISTRICT and no insurance held or owned by DISTRICT shall be called upon to contribute to a loss.

(4) This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to DISTRICT.

(e) **N/A** Sexual Abuse and Molestation coverage in an amount no less than \$1,000,000 per occurrence, with an annual aggregate of \$2,000,000, endorsed with the following specific language: “This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to DISTRICT.” **[Required if Contractor will be directly supervising children]**

(f) **N/A** Professional Liability (Errors and Omissions) Insurance for all activities of the CONTRACTOR arising out of or in connection with this CONTRACT is an amount no less than \$1,000,000 combined single limit for each occurrence endorsed with the following specific language: “This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to DISTRICT.” **[Required if Professional Services is checked on first page]**

(g) **N/A** Documentation: The following documentation shall be submitted to the DISTRICT:

(1) Properly executed certificates of insurance clearly evidencing all coverages, limits, and endorsements required above. The certificates shall be submitted prior to commencement of services under this CONTRACT.

(2) Signed copies of the specified endorsements for each policy. Said endorsement copies shall be submitted within thirty (30) days of execution of this CONTRACT.

(3) Upon DISTRICT'S written request, certified copies of insurance policies. Such policy copies shall be submitted within thirty (30) days of DISTRICT'S request.

(h) Policy Obligations: CONTRACTOR'S indemnity and other obligations shall not be limited by the foregoing insurance requirements.

(i) Material Breach: If CONTRACTOR, for any reason, fails to maintain insurance coverage, which is required pursuant to this CONTRACT; the same shall be deemed a material breach of contract. DISTRICT, at its sole option, may terminate this CONTRACT and obtain damages from the CONTRACTOR resulting from the breach. Alternatively, DISTRICT may purchase such required insurance coverage, and without further notice to CONTRACTOR, County may deduct from sums due to CONTRACTOR any premium costs advanced by DISTRICT for such insurance. These remedies shall be in addition to any other remedies available to DISTRICT.

12. Termination:

(a) DISTRICT may terminate this CONTRACT without cause by giving thirty (30) calendar days written notice to CONTRACTOR. In the event DISTRICT elects to terminate the CONTRACT without cause, it shall pay CONTRACTOR for services satisfactorily rendered to such date.

(b) If either party fails to perform any of its obligations hereunder, within the time and in the manner hereunder provided or otherwise violates any of the terms of the CONTRACT, either party may immediately terminate this CONTRACT by giving written notice of such termination, stating the reason for such termination. In such event, CONTRACTOR shall be entitled to receive payment for all services satisfactorily rendered, provided, however, that there shall be deducted from such amount the amount of liquidated damages, if any, sustained by DISTRICT by virtue of any breach of the CONTRACT by CONTRACTOR.

13. N/A Fingerprints. The DISTRICT has considered the totality of the services to be provided under this CONTRACT and has determined that CONTRACTOR and CONTRACTOR'S employees are subject to the fingerprinting requirements of Education Code section 45125.1. CONTRACTOR shall submit fingerprints for review by the Department of Justice and authorize DISTRICT to receive subsequent arrest and conviction notifications.

14. Confidentiality. CONTRACTOR acknowledges the protections afforded to student health and related information under regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), student records under the Family Educational Rights and privacy Act (FERPA), and under provisions of state law and DISTRICT policy relating to privacy. CONTRACTOR shall ensure that all activities undertaken pursuant to this CONTRACT comply with these requirements.

15. Ownership of Work Product: DISTRICT shall be the owner of and shall be entitled to immediate possession of accurate reproducible copies of any work product gathered or computed by CONTRACTOR prior to termination of this CONTRACT by DISTRICT or upon completion of the work pursuant to this CONTRACT.

16. Assignment. The obligations of the CONTRACTOR pursuant to this CONTRACT shall be performed solely by CONTRACTOR and shall not be assigned or transferred by the CONTRACTOR to any third party or employee/agent of CONTRACTOR without the DISTRICT'S prior written consent.

17. Compliance with Applicable Laws. The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT'S general right of inspection to secure the satisfactory completion thereof. CONTRACTOR agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances that are now or may in the future become applicable to CONTRACTOR, CONTRACTOR'S business, equipment, and personnel engaged in operations covered by this CONTRACT or accruing out of the performance of such operations.

18. Permits/Licenses. CONTRACTOR shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this CONTRACT.

19. Entire CONTRACT/Amendment. This CONTRACT and any attachments constitute the entire CONTRACT among the parties to it and supersede any prior or contemporaneous understanding or CONTRACT with respect to the services contemplated, and may be amended only by a written amendment executed by both parties. Should the CONTRACT terms conflict with any amendments attached hereto, this CONTRACT shall govern.

20. Notice. All notices or demands to be given under this CONTRACT by either to the other shall be in writing and given either by (a) personal service or (b) by postage prepaid U.S. Mail, registered or certified, return receipt requested. Service of notice or demand shall be considered given when received if personally served or, if mailed, on the second day after deposited at any U.S. Post Office. The address to which either party may give notices or demands may be changed by written notice given in accordance with the notice provisions of this section. At the date of this CONTRACT, the addresses of the parties are as follows:

DISTRICT:

Santa Rosa City Schools

211 Ridgway Ave

Santa Rosa, CA 95401

707-890-3800

mmartin@srcs.k12.ca.us

CONTRACTOR:

Teamtailor Inc.

Corporation Trust Center 1209 N Orange St

Wilmington, DE 19801-1120

(+1) 678-982-1756

garrison@teamtaylor.com

21. Nondiscrimination. CONTRACTOR shall comply with all applicable federal, state, and local laws, rules and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national

origin, religion, sex, marital status, age, medical condition, handicap, or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this CONTRACT are incorporated by this reference.

22. Extra (Changed) Work. Only the Superintendent may authorize extra (and/or changed) work, which shall be in writing and thereafter ratified by the Board. The parties expressly recognize that DISTRICT and DISTRICT personnel are without authorization either to order extra (and/or changed) work or to waive contract requirements. Failure of the CONTRACTOR to secure proper authorization for extra work shall constitute a waiver of any and all right to adjustment in the contract price or contract time due to such unauthorized extra work and the CONTRACTOR thereafter shall be entitled to no compensation whatsoever for the performance of such work.

23. Conflict of Interest. CONTRACTOR represents that it presently has no interest, which would conflict in any manner or degree with the performance of services contemplated by this CONTRACT. CONTRACTOR further represents that in the performance of this CONTRACT, no person having such interest will be employed. If CONTRACTOR participates in the planning, development, or negotiation of a contract for the District, CONTRACTOR may not subsequently acquire a financial interest in that contract in violation of Government Code section 1090.

24. Severability. If any term, condition, or provision of this CONTRACT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

25. Governing Law. The terms and conditions of this CONTRACT shall be governed by the laws of the State of California with venue in Sonoma County, California, and no other place.

THIS CONTRACT IS ENTERED INTO THIS 15 DAY OF June, 2023. (Pending Board Approval)

DISTRICT

AUTHORIZED SIGNER or CONTRACTOR

Signature: _____

Signature: Garrison Pirkle

Lisa Cavin
Associate Superintendent, Business Services
lcavin@srcs.k12.ca.us
707-890-3800 x80201

Print Name: Garrison Pirkle
Title: Account Executive, N. America
Email: garrison@teamtaylor.com
Phone: 678-982-1756



SOFTWARE AS A SERVICES CONTRACT

Contract Details

Service**Subscription Fee/year****Currency**

The Subscription Fee is exclusive of value added tax.

Payment terms

Amount of days

Standard Price / year

The Standard Price is exclusive of value added tax.

Import**Price of import**

Subscription Term

The first contract period is 14 months. Thereafter the contract is automatically renewed with subsequent periods of 12 months. The notice period for canceling the contract is 1 month before the end of each contract period.

The start date for the contract is 2023-06-30.

The Customer

Company name**Corporate ID/Employer ID Number****Customer's representative****Email****Registered address****Postal code****City****State (If USA)****Country code**

Ex. US - United States of America

Billing information

Email to Accounts payable**Email for PDF invoice****Purchase order / Cost center**

For e-invoicing

The Supplier

Supplier's representative

Garrison Pirkle

Hubspot Deal-ID

12879240488

*Must be 10-digit Hubspot Deal-ID***Organization**

Teamtailor AB

Corporate ID number

556936-6668

Registered address

Östgötagatan 16

Postal code

11625

City

Stockholm

Country

Sweden

Services: Details of the Services are set out in Schedule 1

Schedules:

- Schedule 1 – Details of the Services
- Schedule 2 – Data Processing Agreement.
- Schedule 2B - Technical and Organisational Measures
- Schedule 3 - Approved Affiliates

1. This Contract is made up of the following:

- (a) The Contract Details
- (b) The Terms
- (c) The Schedules specified in the Contract Details

2. If there is any conflict or ambiguity between the terms of the documents listed in clause 1, a term contained in a document higher in the list shall have priority over one contained in a document lower in the list.

Terms

1. Interpretation

1.1. The definitions and rules of interpretation in this clause apply in this agreement.

Affiliates: shall be specified in Appendix 3 and always subject to the Supplier's written confirmation, means any entity that: (i) directly or indirectly controls the Customer, (ii) is controlled by or under common control with the Customer.

Authorised Users: those employees, agents and independent contractors of the Customer and, where applicable, its Affiliates, who are authorised by the Customer to use the Services.

Business Day: a day other than a Saturday, Sunday or public holiday in Sweden.

Confidential Information: information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in clause 10.

Contract: the Software as a Service Contract consisting of the Contract Details, the Terms and the schedules specified in the Contract Details.

Contract Details: the contract details between the parties setting out the Services provided, the Subscription Fee and other terms between the parties.

Customer Data: the data inputted by the Customer, Authorised Users, or the Supplier on the Customer's behalf for the purpose of using the Services or facilitating the Customer's use of the Services.

Initial Subscription Term: the initial term of this Contract as set out in the Contract Details.

Renewal Period: the period described in clause 13.1.

Services: the subscription services provided by the Supplier to the Customer under this Contract, as more particularly described in the Contract Details.

Software: the online software applications provided by the Supplier as part of the Services.

Subscription Fees: the subscription fees payable by the Customer to the Supplier for the Services, as set out in the Contract Details.

Subscription Term: the Initial Subscription Term together with any subsequent Renewal Periods.

Virus: any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by rearranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

1.2. Clause and schedule headings shall not affect the interpretation of this Contract.

1.3. A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors or permitted assigns.

1.4. A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.5. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.6. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.7. A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this Contract.

1.8. A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of this Contract under that statute or statutory provision.

1.9. A reference to writing or written includes e-mail.

1.10. References to clauses and schedules are to the clauses and schedules of this Contract.

2. Services

2.1. Subject to the terms of this Contract, the Supplier hereby grants to the Customer a non-exclusive, non-transferable personal license, without the right to grant sublicenses, to permit Authorised Users to use the Services during the Subscription Term in accordance with and subject to the terms and conditions of this Contract.

2.2. The Customer undertakes and warrants that it shall at all times remain liable for the Authorised User's use of the Services.

2.3 All communication with respect to this Contract shall be between the Supplier and the Customer.

2.4 The Customer and the Authorised Users shall not access, store, distribute or transmit any Viruses, or any material during the course of its use of the Services that:

- (a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
- (b) facilitates illegal activity;

- (c) depicts sexually explicit images;
- (d) promotes unlawful violence;
- (e) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
- (f) is otherwise illegal or causes damage or injury to any person or property;

and the Supplier reserves the right, without liability or prejudice to its other rights to the Customer, to disable the Customer's access to any material that breaches the provisions of this clause.

2.5. The Customer shall not:

- (a) except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under this Contract:
 - (i) attempt to copy, modify, duplicate, create derive works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software in any form or media or by any means; or
 - (ii) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or
- (b) access all or any part of the Services in order to build a product or service which competes with the Services; or
- (c) unless otherwise agreed, use the Services to provide services to third parties; or
- (d) subject to clause 20.1, in any way commercially exploit, or otherwise make the Services available to any third party except the Authorised Users.

2.6. The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of the Services. In the event of any such unauthorised access or use, the Customer shall promptly notify the Supplier. 2.7. The rights provided under this clause 2, are granted to the Customer only. No subsidiary, holding company or other affiliated company of the Customer is granted any rights to use the Service, unless the Supplier has given their prior written approval, and which such Affiliate shall be specified in Appendix 3.

3. Services and Support

3.1. Teamtailor is an applicant tracking system and an employer branding platform provided by the Supplier (the "Service") available on app.teamtailor.com.

3.2. The Service is available 24 hours a day, seven days a week with exception for: a) unscheduled downtime; and b) planned downtime which shall, if possible, be performed outside of 8 am to 6 pm CET.

3.3. The Supplier shall perform maintenance promptly to limit any interruptions in the Service. The Customer can subscribe for service level updates on: <https://status.teamtailor.com>.

3.4. The Supplier will, as part of the Services, provide Customer support services through: a) email: support@teamtailor.com; or b) chat: www.teamtailor.com (or while logged into the app).

3.5. Teamtailor shall be entitled to make necessary changes to the Support policy. Any material changes shall be communicated by prior written notice one (1) month in advance.

4. Customer data

The Customer shall own all right, title and interest in and to all of the Customer Data that is not personal data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all such Customer Data.

5. Third party providers

When using the Services, the Customer will be able to access the website content of, correspond with, and purchase products and services from, third parties via third-party websites, and acknowledge that it does so at its own risk. The Supplier makes no representation, warranty or commitment whatsoever in relation to the content or use of any such third-party website. Any contract entered into and any transaction completed via any third-party website is between the Customer and the relevant third party, and not the Supplier. The Supplier recommends that the Customer review the applicable terms of use and privacy policy of a third party's website prior to using it.

6. Supplier's obligations

6.1. The Supplier undertakes that the Services will be performed with reasonable skill and care.

The undertaking at clause 6.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to the Supplier's instructions, or modification or alteration of the Services by any party other than the Supplier or the Supplier's duly authorised contractors or agents. If the Services do not conform with the foregoing undertaking, Supplier will, at its expense, use commercial reasonable efforts to promptly correct any such non-conformance, or provide the Customer with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out in clause 6.1. Notwithstanding the foregoing, the Supplier:

- (a) does not warrant that the Customer's use of the Services will be uninterrupted or error-free; or that the Services and/or the information obtained by the Customer through the Services will meet the Customer's requirements; and
- (b) is not responsible for any delays, delivery failures, or any other loss or damage resulting from the Customer's equipment, internal communications network, or the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

6.3. This Contract shall not prevent the Supplier from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under this Contract.

7. Customer's obligations

The Customer shall:

- (a) provide the Supplier with:
 - (i) all necessary co-operation in relation to this Contract; and
 - (ii) all necessary access to such information as may be required by the Supplier;

in order to provide the Services;

- (b) without affecting its other obligations under this Contract, comply with all applicable laws and regulations with respect to its activities under this Contract;
- (c) carry out all other Customer responsibilities set out in this Contract in a timely and efficient manner;
- (d) ensure that the Authorised Users use the Services in accordance with the terms of this Contract and shall be responsible for any Authorised User's breach of this Contract; and
- (e) obtain and maintain all necessary licences, consents, and permissions necessary for the Supplier, its contractors and agents to perform their obligations under this Contract.

8. Charges and payment

8.1. The Customer shall pay for the Services in accordance with this clause 8.

8.2. The Customer shall provide to the Supplier valid and complete billing details and pay each invoice in accordance with the date set out under Contract Details.

8.3. Each Party is responsible for the fees and other costs added by their respective bank or other electronic money transfer system at the payment of the Subscription Fee.

8.4. The Customer shall make all payments without withholding or deduction of, or in respect of, any tax unless required by mandatory law. If any such withholding or deduction is required, the Customer shall pay to the Supplier such additional amount as well as ensure that the Supplier receives the same total amount that it would have received if no such withholding or deduction had been required to be made.

8.5. If the Supplier has not received payment within 30 days after the due date, and without prejudice to any other rights and remedies of the Supplier:

- (a) the Supplier may, without liability to the Customer, disable the Customer's access to all or part of the Services and the Supplier shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and
- (b) interest shall accrue on a daily basis on such due amounts at an annual rate equal to 8% over the prime rate as published in the Wall Street Journal (U.S. Edition) or any successor publication, commencing on the due date and continuing until fully paid, whether before or after judgment.

8.6. All amounts and fees stated or referred to in this Contract:

- (a) shall be payable in the currency detailed in Contract Details above;
- (b) are, subject to clause 12.3(b), non-cancellable and non-refundable;
- (c) are exclusive of sales tax and any other applicable taxes, which shall be added to the Supplier's invoice(s) at the appropriate rate.

8.7. The Supplier may adjust the Subscription Fee for the coming Renewal Period (as detailed in 13.1). If such adjustment is applicable for the Customer, the Customer shall receive at least 60 days prior notice from the Supplier and the Contract, with the updated Subscription Fee, shall be deemed to have been amended accordingly. If the Customer does not agree to such adjustment, either Party may choose to terminate this Contract in accordance with the terms of this Contract.

9. Proprietary rights

9.1. The Customer acknowledges and agrees that the Supplier and/or its licensors own all intellectual property rights in the Services. This Contract does not grant the Customer any rights to any patents, copyright, database right, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licences in respect of the Services.

9.2. The Supplier acknowledges and agrees that the Customer and/or its licensors own all the intellectual property rights in the data sent by the Customer to the Supplier via the Services.

9.3. The Supplier confirms that it has all the rights in relation to the Services that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this Contract.

10. Confidentiality

10.1. Each party may be given access to Confidential Information from the other party, such as details of the Services or Customer Data in order to perform its obligations under this Contract. Each party shall hold the other's Confidential Information in confidence and not make the other's Confidential Information available to any third party or use the other's Confidential Information for any purpose other than the implementation of this Contract.

10.2. Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this Contract.

10.3. A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and takes into account the reasonable requests of the other party in relation to the content of such disclosure.

10.4. Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.

10.5. This Section supersedes all previous agreements, promises, assurances, warranties and understandings between the Parties, including any non-disclosure agreement entered into prior to the formation of this Contract. The above provisions of this clause 10 shall survive termination of this Contract, however arising.

11. Indemnity

11.1. The Customer shall defend, indemnify and hold harmless the Supplier against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Customer's use of the Services, provided that:

- (a) the Customer is given prompt notice of any such claim;
- (b) the Supplier provides reasonable co-operation to the Customer in the defence and settlement of such claim, at the Customer's expense; and
- (c) the Customer is given sole authority to defend or settle the claim, so long as no settlement attributes any culpability or limitations of any kind upon the Supplier.

11.2. The Supplier shall defend the Customer, its officers, directors and employees against any claim that the Services infringes including any patent effective as of the date of this Contract, copyright, trade mark, database right or right of confidentiality, and shall indemnify the Customer for any amounts awarded against the Customer in judgment or settlement of such claims, provided that:

- (a) the Supplier is given prompt notice of any such claim;
- (b) the Customer provides reasonable co-operation to the Supplier in the defence and settlement of such claim, at the Supplier's expense; and
- (c) the Supplier is given sole authority to defend or settle the claim.

11.3. In the defence or settlement of any claim, the Supplier may procure the right for the Customer to continue using the Services, replace or modify the Services so that they become non-infringing or, if such remedies are not reasonably available, terminate this Contract on 5 Business Days' notice to the Customer without any additional liability or obligation to pay liquidated damages or other additional costs to the Customer.

11.4. In no event shall the Supplier, its employees, agents and sub-contractors be liable to the Customer to the extent that the alleged infringement is based on:

- (a) a modification of the Services by anyone other than the Supplier or a modification by the Supplier in accordance with the specific instructions or specifications of the Customer; or
- (b) the Customer's use of the Services in a manner contrary to the instructions given to the Customer by the Supplier; or
- (c) the Customer's use of the Services after notice of the alleged or actual infringement from the Supplier or any appropriate authority.

11.5. The foregoing and clause 12.3(b) below states the Customer's sole and exclusive rights and remedies, and the Supplier's (including the Supplier's employees', agents' and sub-contractors') entire obligations and liability, for infringement of any patent, copyright, trade mark, database right or right of confidentiality.

12. Limitation of liability

12.1. Except as expressly and specifically provided in this Contract:

- (a) the Customer assumes sole responsibility for results obtained from the use of the Services by the Customer. The Supplier shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to the Supplier by the Customer in connection with the Services, or any actions taken by the Supplier at the Customer's direction;
- (b) all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Contract, specifically and without limiting the foregoing, THE SUPPLIER HEREBY SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, ENDORSEMENTS, GUARANTEES, OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS; and
- (c) the Services are provided to the Customer on an "as is" basis.

12.2. Nothing in this Contract excludes the liability of the Supplier:

- (a) for death or personal injury caused by the Supplier's negligence; or
- (b) for fraud or fraudulent misrepresentation.

12.3. Subject to clause 12.1 and clause 12.2:

(a) TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SUPPLIER SHALL NOT BE LIABLE WHETHER IN TORT (INCLUDING FOR NEGLIGENCE OR BREACH OF STATUTORY DUTY), CONTRACT, RESTITUTION OR OTHERWISE FOR ANY LOSS OF PROFITS, LOSS OF BUSINESS, DEPLETION OF GOODWILL AND/OR SIMILAR LOSSES, OR LOSS OR CORRUPTION OF DATA OR INFORMATION, OR PURE ECONOMIC LOSS, OR FOR ANY SPECIAL, PUNITIVE, ANCILLARY OR OTHER INDIRECT OR CONSEQUENTIAL LOSS, COSTS, DAMAGES, CHARGES OR EXPENSES HOWEVER ARISING UNDER THIS CONTRACT, EVEN IF THE SUPPLIER HAD BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN ANY OF THE EXCLUDED DAMAGES, AND IRRESPECTIVE OF ANY FAILURE OF AN ESSENTIAL PURPOSE OF A LIMITED REMEDY; and

(b) the Supplier's total aggregate liability in contract (including in respect of the indemnity at clause 11.2), tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Contract shall be limited to the total Subscription Fees paid for the Services during the 12 months immediately preceding the date on which the claim arose.

13. Term and termination

13.1. This Contract is valid during the Subscription Term, as detailed above, and is renewed for successive periods of 12 months (each a **Renewal Period**), unless otherwise terminated in accordance with the provisions of this Contract.

13.2. Without affecting any other rights or remedies available to it, each party has the right to terminate this Contract by notifying the other party in writing no later than one (1) month before the end of the relevant Renewal Period. If neither party terminates the Contract, the Contract shall continue to be valid for the coming Renewal Period.

13.3. If the Contract is terminated prematurely, the Customer is not entitled to a refund of the Subscription Fee, or other fees paid to the Supplier with respect to the Subscription Term. However, the Supplier has the right to claim any unpaid or remaining fees and / or deficits from the Customer in accordance with the Contract.

13.4. Without affecting any other right or remedy available to it, either party may terminate this Contract with immediate effect by giving written notice to the other party if the other party commits a material breach of any other term of this Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so.

13.5. Without affecting any other rights or remedy available to it, the Supplier may terminate this Contract with immediate effect by giving written notice to the Customer if the Customer's financial position deteriorates to such an extent that in the Supplier's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

13.6. Termination under this clause shall be notified in writing to the following contact person:

a) Supplier: kam@teamtaylor.com;

b) Customer: the specified "Customer's representative" above.

13.7. On termination of this Contract for any reason:

(a) all licences granted under this Contract shall immediately terminate and the Customer shall immediately cease all use of the Services;

(b) each party shall return and make no further use of any equipment, property and other items (and all copies of them) belonging to the other party;

(c) the Supplier may destroy or otherwise dispose of any of the Customer Data in its possession as may be required by applicable law; and

(d) any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination shall not be affected or prejudiced.

14. Force majeure

The Supplier shall have no liability to the Customer under this Contract if it is prevented from or delayed in performing its obligations under this Contract, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport or telecommunications network, act of God, pandemic or epidemic, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that the Customer is notified of such an event and its expected duration.

15. Variation

No modification or amendment to this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

16. Waiver

No failure or delay by a party to exercise any right or remedy provided under this Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

17. Rights and remedies

Except as expressly provided in this Contract, the rights and remedies provided under this Contract are in addition to, and not exclusive of, any rights or remedies provided by law.

18. Severability

18.1. If any provision or part-provision of this Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Contract.

18.2. If any provision or part-provision of this Contract is deemed deleted under clause 18.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

19. Entire Contract

19.1. This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

19.2. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

20. Assignment

20.1. The Customer shall not, without the prior written consent of the Supplier, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Contract.

20.2. The Supplier may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Contract.

21. No partnership or agency

Nothing in this Contract is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

22. Notices

22.1 Any notice required to be given under this Contract shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other party at its address set out in this Contract, or such other address as may have been notified by that party for such purposes, or sent by e-mail to the other party's e-mail address as set out in this Contract.

22.2 A notice delivered by hand shall be deemed to have been received when delivered. A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post.

23 .Governing law

This Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of the State of New York, without regard to principals of conflicts of law. The U.N. Convention on Contracts for the International Sale of Goods shall not apply to this Contract.

24. Jurisdiction

Each party irrevocably agrees that a court of competent jurisdiction within the State of New York shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).

Appendix 1 - DETAILS OF THE SERVICE

The Service is constantly developed and this appendix therefore includes the main features in the Services, at the date hereof, as follows:

- **Career Page** which include:
 - Start page and additional pages, job list, job listing etc.
 - SEO customization
 - Easy updates through CMS
 - Mobile friendly
 - Statistics
 - Chat
- **Applicant tracking system** which include:
 - Automated communication with the job applicants
 - Integration with different HR recruitment partners and job boards
 - Connect (open application)
 - Analytics
 - Templates
- **Candidate management** including:
 - Workflow
 - Reviewing
 - Tasks management
 - Internal and external communication etc.
- **Data and privacy**
 - Access to legal templates
 - Privacy settings
 - Audit log (30 days)
- **Social recruiting functionality** which include:
 - Employee can connect to the Services
 - Viral sharing through employees
 - Employee dashboard (internal jobs and referral)
- **Training and support** which include:
 - Kick starter package (onboarding)
 - Continuous webinars and training sessions
 - Free support via e-mail and chat
- **Product updates** during Contract period
 - Subject to the Suppliers discretion, pre-negotiated rates of job publications with third parties, which are available through the Services.

Schedule 2 - DATA PROCESSING AGREEMENT

This Data Processing Agreement (“**DPA**”) is entered into by and between the Customer and Teamtailor AB (“**Teamtailor**”), with Swedish company registration number 556936-6668.

The Customer enters into the DPA on behalf of itself and, to the extent required under Applicable Law, in the name and on behalf of its affiliates as specified in Schedule 3 of the Contract, if and to the extent Teamtailor processes Personal Data for which such affiliates qualify as the controller. For the purposes of this DPA only, and except where indicated otherwise, the term “Customer” shall include Customer and affiliates.

Customer and Teamtailor are jointly referred to as “**Parties**” and separately as “**Party**”.

1. Background

1.1. The Parties have entered into a service agreement (the “**Contract**”) regarding Teamtailor’s provision of a recruitment tool to the Customer (“**Service**”), under which this DPA and its appendices forms an integrated part of. The Parties agree that the Customer is considered a controller and Teamtailor a processor in relation to the processing of personal data under this DPA in accordance with Applicable Law. Should any of the Customer’s affiliates, as specified in Schedule 3 of the Contract, be considered a processor under Applicable Law, the Customer is responsible for ensuring that necessary agreements are entered into and that adequate technical and organisational measures are taken into account.

1.2. If Teamtailor’s commitment in accordance with the Contract changes due to addition of new features, Teamtailor may provide terms or make updates to this DPA that apply to the Customer’s use of those new features. If those terms include any material adverse changes to this DPA, Teamtailor will provide the Customer a choice to use the new features, without loss of existing functionality. If the Customer does not use the new features the corresponding new terms will not apply.

1.3. In the event of inconsistencies between the provisions of this DPA and the Contract, the provisions of this DPA shall prevail, in respect of matters concerning the processing of Personal Data.

2. Definitions

2.1. In addition to the definitions provided in this DPA, the following terms shall have the meanings as set out below:

“**Applicable Law**” means the GDPR and national legislation implementing the GDPR as applicable to Teamtailor.

“**GDPR**” means Regulation (EU) 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.

“**Personal Data**” means any Personal Data transferred to, stored by, or in any other way processed by Teamtailor on behalf of the Customer, pursuant to the Contract. The term does not include data rendered anonymous in such a way that the data subject is not or no longer identifiable.

“**Standard Contractual Clauses**” or “**SCCs**” means the Standard Contractual Clauses for the transfer of personal data to third countries pursuant to regulation (EU) 2016/679 of the European Parliament of the Council, pursuant to the European Commission Implementing Decision (EU) 2021/914 of 4 June 2021.

“**Sub-processor**” means any third party engaged by Teamtailor to process Personal Data on behalf of the Customer.

“**Third Country**” means a country outside the EU/EEA.

“**TOMS**” means Teamtailors Technical and Organisational Measures, applied as Appendix 2B.

2.2. Terms used but not defined under this Section 2 or elsewhere in this DPA, such as “**processing**”, “**data subject**”, “**personal data breach**”, “**member state**” and “**supervisory authority**” shall have the same meanings as defined in the GDPR or as otherwise defined in the Contract.

3. The rights and obligations of the customer

3.1. The Customer is responsible for ensuring that the processing of Personal Data takes place in compliance with the GDPR (see article 24 of the GDPR), the applicable EU or member state data protection provisions and this DPA.

3.2. The Customer has the right and obligation to make decisions about the purposes and means of the processing of Personal Data.

3.3. The Customer shall be responsible, among other, for ensuring that the processing of Personal Data, which Teamtailor is instructed to perform, has a legal basis and that the data subjects have been informed of the processing, e.g through appropriate privacy notices and consent requests, in accordance with Applicable Law.

4. Instructions from the Customer

4.1. Teamtailor shall process Personal Data only on documented instructions from the Customer for the purpose(s) derived from the Contract, unless required to do so by Applicable Law. Such instructions shall be specified in Appendix 2A. Subsequent instructions can also be given by the Customer throughout the duration of the processing of Personal Data, but such instructions shall always be documented and kept in writing, including electronically, in connection with this DPA.

4.2. Teamtailor shall without delay inform the Customer if instructions given by the Customer, in the opinion of Teamtailor, contravene with Applicable Law and await further instructions from the Customer.

5. Security and confidentiality

5.1. Teamtailor shall take appropriate technical and organisational measures to protect the Personal Data from unauthorised access, destruction, loss or alteration. The measures shall be appropriate with respect to (a) available technology, (b) costs, (c) specific risks associated with the processing, and (d) the sensitivity of the Personal Data. Teamtailor may update or modify the necessary security measures from time to time, provided that such updates and modifications do not result in the degradation of the overall security of the Service. Technical and Organisational measures are referenced in Appendix 2B.

5.2. Teamtaylor shall take appropriate steps to ensure that all who have access to Personal Data are bound by confidentiality or are under an appropriate statutory obligation of confidentiality.

5.3. Teamtaylor shall notify the Customer at the least without undue delay after becoming aware of a Personal Data breach. The notification shall include, to the extent available to Teamtaylor, at least the following:

- a) a description of the nature of the Personal Data breach including categories and approximate number of data subjects concerned and approximate number of Personal Data records concerned;
- b) a description of the likely consequences of the breach; and
- c) a description of the measures taken or planned to be taken to address the breach.

In the event that it is not possible to provide all of the above information, the notification may be executed in phases without undue delay.

6. Audit

6.1. Teamtaylor shall, at the request by the Customer, make available all sufficient information necessary to demonstrate compliance with the obligations laid down in this DPA. The Parties acknowledge that the Customer shall have the right to request an audit once per year and upon written notice provided at least thirty (30) days in advance. Costs of such audit shall be borne by each Party for themselves.

6.2. For any subsequent audit request amounting to more than once per year, the Customer shall have the right to, entirely at its own cost and upon at least thirty (30) days advance written notice to Teamtaylor, conduct such audit or appoint a third party to conduct the audit. Such audit:

- a) must be conducted 8 am to 6 pm CET;
- b) shall only be conducted by a party that is not a competitor of Teamtaylor as well as suitably qualified and independent and who is subject to a confidentiality agreement with Teamtaylor; and
- c) must be performed in accordance with Teamtaylor's security requirements.

6.3. Nothing in this Section 6 or this DPA requires Teamtaylor to disclose information regarding any document or information that would be considered a trade secret of Teamtaylor or any other information that, in Teamtaylor's reasonable opinion, could: (i) compromise the security of Teamtaylor's systems or premises; or (ii) cause Teamtaylor to breach its obligations under Applicable Law or its security and/or privacy obligations to any third party.

7. Use of Sub-processors

7.1. Teamtaylor has the Customer's general authorisation for the engagement of Sub-processors. Teamtaylor shall inform in writing the Customer of any intended changes concerning the addition or replacement of Sub-processors at least fourteen (14) calendar days in advance, thereby giving the Customer the opportunity to object, on reasonable grounds, to such changes prior to the engagement of the concerned Sub-processor(s). An updated list of Sub-processors can be found here: <https://support.teamtaylor.com/en/articles/4723968-sub-processors-used-for-the-service>.

7.2. If, within fourteen (14) calendar days of receipt of a notice under Section 7.1, the Customer notifies Teamtaylor in writing of any objections to the proposed appointment, and that objection, in Teamtaylor's opinion, prevents effective provision of Teamtaylor's services under the Contract, either Party may determine to terminate the Contract without penalty or liability. Teamtaylor shall use reasonable endeavours to address any objections of the Customer and take necessary, and reasonable, steps to meet such requirements.

7.3. Where Teamtaylor engages a Sub-processor for carrying out specific processing activities on behalf of the Customer, the same data protection obligations as set out in this DPA shall be imposed on that Sub-processor. If the Sub-processor does not fulfil its data protection obligations, Teamtaylor shall remain liable to the Customer as regards the fulfilment of the obligations of the Sub-processor, in accordance with this DPA.

7.4. Notwithstanding Section 7.2, in order to ensure stability and avoid any disruption of the Service provided by Teamtaylor to the Customer pursuant to the Contract, Teamtaylor reserves the right to use any Sub-processor without prior notice in extraordinary circumstances such as, but not limited to, acts of God, bankruptcy, a Sub-processor's breach of contract in terms of up-time, or any other type of contractual breach on the Sub-processor's part. The Customer will receive notice of this change and in such event, the Customer has the possibility to oppose the new Sub-processor within 14 days from being notified. In the event that opposition to such Sub-processor, in Teamtaylor's opinion, prevents effective provision of Teamtaylor's services, Teamtaylor may terminate the Contract without penalty or liability.

8. Transfer of Personal Data to third countries

8.1. Any transfer of Personal Data to Third Countries or international organisations by Teamtaylor shall only occur on the basis of documented instructions from the Customer and shall always take place in compliance with Chapter V GDPR, including, inter alia, Standard Contractual Clauses.

8.2. In case transfers to Third Countries or international organisations, which Teamtaylor has not been instructed to perform by the Customer, is required under Applicable Law, Teamtaylor shall inform the Customer of that legal requirement prior to processing unless that law prohibits such information on important grounds of public interest.

9. Assistance to the customer

9.1. Taking into account the nature of the processing, Teamtaylor shall reasonably assist the Customer by appropriate technical and organisational measures, insofar as this is possible, in the fulfilment of the Customer's obligations to respond to requests for exercising the data subject's rights laid down in Chapter III GDPR.

9.2. In addition to Teamtaylor's obligation to assist the Customer pursuant to Section 9.1, Teamtaylor shall furthermore, taking into account the nature of the processing and the information available to Teamtaylor, reasonably assist the Customer, at the Customer's sole cost, in ensuring compliance with the obligations pursuant to articles 32 to 36 of the GDPR.

10. Erasure and returning of Personal Data

10.1. Upon termination of this DPA, the Customer may instruct Teamtailor to, as applicable, return and/or destroy all Personal Data (including existing copies) from Teamtailor's systems in accordance with Applicable Law. Teamtailor will comply with this instruction as soon as reasonably practicable, unless EU or EU member state law requires further storage.

10.2. If the Customer has neither requested to erase or return the Personal Data within thirty (30) days from the termination of this DPA, Teamtailor shall be entitled to return and/or delete all the Personal Data it has processed on behalf of the Customer in accordance with Section 10.1.

11. Liability

11.1. If a Party becomes liable to a data subject under Applicable Law and the other Party was involved in the same processing which formed basis for the data subject's claim, the other Party shall (in accordance with article 82(5) of the GDPR) reimburse the liable Party with the part of the compensation corresponding to the other Party's part of the responsibility for the damage. However, this shall not apply if the Party causing the damage can show that it is in no way responsible for the event, act or omission that caused the other Party damage, such as when a claim could not have been avoided due to fulfilment of the obligations stipulated under this DPA, Applicable Law or other instructions issued by the Customer.

11.2. Each Party's liability under this DPA shall be limited to direct damages and an amount corresponding to 100 % of the total fees paid by the Customer to Teamtailor under the Contract for a period of twelve months before the damage occurred.

11.3. For the avoidance of doubt, administrative fines under article 83 of the GDPR, due to a Party's breach of its obligations under the GDPR, will be imposed on the offending Party and are not subject to any liability arrangement between the Parties.

12. Commencement and termination

12.1. This DPA shall become effective on the date of both Parties' signature and shall remain in force during the time Teamtailor is processing Personal Data for the Customer under the Contract.

13. Dispute and applicable law

13.1. Any dispute, controversy or claim arising out of or in connection with this DPA, or the breach, termination or invalidity thereof, shall be settled as stipulated in the Contract.

13.2. The laws of Sweden shall govern this DPA and any dispute regarding this DPA.

14. Miscellaneous

14.1. If one or more provisions of this DPA is declared to be invalid or unenforceable, the remaining provisions will continue in full force and effect.

14.2. The Parties agree that they will make any necessary changes and amendments to this DPA in order for it to be compliant with Applicable Law with regards to precedents, new and/or updated guidelines or other practices from a relevant authority.

14.3. This DPA supersedes all prior arrangements or undertakings between the Parties in relation to processing of Personal Data that are not consistent with this DPA.

Appendix 2A - Processing of Personal Data

Processing operations	Teamtailor provides a recruitment tool online and subsequently processes Personal Data about job applicants and the Customer's employees and other authorised users of the Service ("Users") using said recruitment tool. Teamtailor does not control what specific data the Customer request applicants to provide through said tool, or what specific data applicants provide the Customer with through said tool and consequently what Personal Data that is processed by Teamtailor through the tool.
Purpose of the processing	The purpose of the processing under this DPA is to fulfil Teamtailor's obligations under the Contract.
Categories of Data subjects	Jobseekers, references, sourced candidates, referrals, Users.
Type of Personal Data that is processed	Only Personal Data relevant to the recruitment process is collected and processed. Such information usually consists of names, emails, photos and videos, answers to questions part of the recruitment process, CV, titles, education, IP-number, user-ID and other information provided by the candidates and/or partners integrated to the Service.
Special categories of personal data (sensitive personal data)	Personal Data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, and the processing of genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health or data concerning a natural person's sex life or sexual orientation are considered as special categories of personal data. Processing of sensitive Personal Data shall be made with extra care and security. If a Customer processes sensitive data, they should take the necessary measurements to ensure data privacy and security in accordance with Applicable Law.
Location of Personal Data	The Personal Data collected through the Service by Teamtailor is stored and processed inside the EU/EEA, or in countries that are considered to have an adequate level of protection by the European Commission, or processed by such Sub-processors that have entered into binding agreements that fully comply with the lawfulness of third country transfers, as per Section 8 of the DPA.

Appendix 2B - Technical and Organisational Measures (TOMS)

The following document contains TOMs as implemented by Teamtailor.

Measures to Ensure Confidentiality (Art. 32 para. 1 lit. b of the GDPR)

Physical access control

Personal Data is stored in physical data centers certified according to ISO 27001. Physical access to the data center facilities is strictly controlled and limited to selected staff at the hosting provider. Protection against environmental hazards such as heat, fire and water damage is in place. There is no unauthorised physical access to data centers.

Logical access control

There is no unauthorised access to data processing systems. Logical access controls are designed to manage access to information and system functionality based on authority levels and job functions (granting access on a need-to-know and least privilege basis). All users have unique IDs and passwords, MFA is used where possible, granted system access is reviewed regularly and access is revoked/changed when employment terminates or changes in job functions occur. Teamtailor staff do not access or interact with customer data as part of normal operations. Access is restricted to selected staff. All endpoint devices use strong passwords, local firewalls, automatic time based locking and encrypted storage.

Separation of control

Personal Data is processed in dedicated systems that are not shared with other services, applications, or corporate entities. Production and test environments are separated and do not share any data. Within individual databases, data is segregated with logical access control. Personal Data is not used for purposes other than what it has been collected for.

Human resource security

All employees and contractors are bound by confidentiality, non-disclosure provisions and undergo continuous security awareness training. Onboarding, offboarding procedures are in place. Segregation of duties is applied where it is practically possible.

Measures to Ensure integrity (Art. 32 para. 1 lit. b of the GDPR)

Transfer control

All communication, over the internet and on internal networks, are encrypted with at least TLS version 1.2. Data stored in the Teamtailor application is encrypted at rest with at least file-system level encryption.

Change management

Change management procedures and tracking mechanisms are in place to test, approve and track all material changes to the Teamtailor's platform. All changes are peer reviewed.

System monitoring

Application and infrastructure events are logged, monitored and automatically analysed to record and detect divergent user access and system activity. Logs are protected from loss and manipulation.

Measures to Ensure Availability and Resilience (Art. 32 para. 1 lit. b of the GDPR)

Resilience

Teamtailor's infrastructure and components are designed to withstand intermittent and as well as high constant loads. Vulnerability screening, patch management and anti-malware protection are implemented to prevent, identify and mitigate against identified security threats, viruses and other malicious code.

Measures to Quickly Restore the Availability of Personal Data after a Physical or Technical Incident (Art. 32 para. 1 lit. c of the GDPR)

Disaster recovery plan

Disaster recovery plans are designed to maintain service and/or recovery from foreseeable emergencies or disasters. Backups are stored off-site, immutable and encrypted. Restore tests are done at least every 6 month.

Incident management

Incident management procedures are in place to ensure a systematic approach to identify, mitigate, learn and report incidents related to our technology and information assets.

Procedures for periodical review, assessment, and evaluation (Art. 32 para. 1 lit. d of the GDPR; Art. 25 para. 1 of the GDPR)

Teamtailor runs an information security program with dedicated staff responsible for the development, implementation and maintenance of the program.

Information risk assessments are used to systematically evaluate threats and vulnerabilities in terms of the impact they could imply and the probability to occur. Such assessments are performed at least annually or at major business changes.

Schedule 3 - Approved Affiliates

This is a complete list of all Affiliates that have been authorised to use the Service during the Contract period, subject to clause 2 in the Contract. Any amendments to the below list must be approved in writing by the Customer's designated Key Account Manager.

Company Name	TIN / Employer ID nr	Country & Address	Own TT Account YES/NO
1.	1.	1.	1.
2.	2.	2.	2.
3.	3.	3.	3.

Participants

TEAMTAILOR 556936-6668 Sweden

_____	_____
Garrison Pirkle garrison@teamtaylor.com	Date
	Delivery channel: Email

SANTA ROSA CITY SCHOOLS United States

Influencer

Cindy Brennan cbrennan@srcs.k12.ca.us	Delivery channel: Email
--	-------------------------

Influencer

Renee Jackson rjackson@srcs.k12.ca.us	Delivery channel: Email
--	-------------------------

_____	_____
Lisa Cavin lcavin@srcs.k12.ca.us	Date
	Delivery channel: Email