



FirstScreen

Data Processing Agreement

1. FirstScreen Data Processing Agreement dated October 2017 - This Data Processing Agreement (“DPA”) forms part of the Master Subscription Agreement or other written or electronic agreement between FirstScreen and Customer for the purchase of online services (including associated FirstScreen offline or mobile components) from FirstScreen (identified either as “Services” or otherwise in the applicable agreement, and hereinafter defined as “Services”) (the “Agreement”) to reflect the parties’ agreement with regard to the Processing of Personal Data. By signing the Agreement, Customer enters into this DPA on behalf of itself and, to the extent required under applicable Data Protection Laws and Regulations, in the name and on behalf of its Authorized Affiliates, if and to the extent FirstScreen processes Personal Data for which such Authorized Affiliates qualify as the Controller. For the purposes of this DPA only, and except where indicated otherwise, the term “Customer” shall include Customer and Authorized Affiliates who have authority to make enforceable decisions within Customer’s organization. All capitalized terms not defined herein shall have the meaning set forth in the Agreement. In the course of providing the Services to Customer pursuant to the Agreement, FirstScreen may Process Personal Data on behalf of Customer and the Parties agree to comply with the following provisions with respect to any Personal Data, each acting reasonably and in good faith.
2. HOW TO EXECUTE THIS DPA: 1. This DPA consists of two parts: the main body of the DPA, and Schedules (including Appendices).
3. This DPA has been pre-signed on behalf of FirstScreen. To complete this DPA, Customer must sign the signature box. On receipt of the validly completed DPA, this DPA will become legally binding.
4. HOW THIS DPA APPLIES If the Customer entity signing this DPA is a party to the Agreement, this DPA is an Agreement to and forms part of the Agreement. In such case, the FirstScreen entity that is party to the Agreement is party to this DPA. If the Customer entity signing this DPA has executed an Order Form with FirstScreen or its Affiliate pursuant to the Agreement, but is not itself a party to the Agreement, this DPA is an Agreement to that Order Form and applicable renewal Order Forms, and the FirstScreen entity that is party to such Order Form is party to this DPA. If the Customer entity signing this DPA is neither a party to an Order Form nor the Agreement, this DPA is not valid and is not legally binding. Such entity should request that the Customer entity who is a party to the Agreement executes this DPA. This DPA shall not replace any comparable or additional rights relating to Processing of Customer Data contained in Customer’s Client Agreement (including any existing data processing Agreement to the Agreement).
5. DATA PROCESSING TERMS DEFINITIONS
 - a. “Affiliate” means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. “Control,” for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.
 - b. “Authorized Affiliate” means any of Customer's Affiliate(s) which

- i. is subject to the data protection laws and regulations of the European Union, the European Economic Area and/or their member states, Switzerland and/or the United Kingdom, and
- ii. is permitted to use the Services pursuant to the Agreement between Customer and FirstScreen, but has not signed its own Order Form with FirstScreen and is not a "Customer" as defined under the Agreement.
- iii. "Controller" means the entity which determines the purposes and means of the Processing of Personal Data.
- iv. "Customer Data" means what is defined in the Agreement as "Customer Data" or "Your Data."
- v. "Data Protection Laws and Regulations" means all laws and regulations, including laws and regulations of the European Union, the European Economic Area and their member states, Switzerland and the United Kingdom, applicable to the Processing of Personal Data under the Agreement.
- vi. "Data Subject" means the identified or identifiable person to whom Personal Data relates.
- vii. "GDPR" means the 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 (General Data Protection Regulation).
- viii. "Personal Data" means any information relating to
 - 1. an identified or identifiable natural person and,
 - 2. an identified or identifiable legal entity (where such information is protected similarly as personal data or personally identifiable information under applicable Data Protection Laws and Regulations), where for each, such data is Customer Data.
- ix. "Processing" means any operation or set of operations which is performed upon Personal Data, whether or not by manual or automatic means (whether by standard processing, by algorithmic machine learning or by other artificial intelligence operations or processes), such as collection, recording, organization, structuring, storage, adaptation, aggregation, or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.
- x. "Processor" means the entity which Processes Personal Data on behalf of the Controller.
- xi. "Security, Privacy and Architecture Documentation" means the Security, Privacy and Architecture Documentation industry best practices applicable to the specific Services purchased by Customer, or as otherwise made reasonably available by FirstScreen.

6. PROCESSING OF PERSONAL DATA

- a. Roles of the Parties. The parties acknowledge and agree that with regard to the Processing of Personal Data, Customer is the Controller, FirstScreen is the Processor and that FirstScreen will engage Sub-processors pursuant to the requirements set forth in Section "Sub-processors" below.
- b. Customer's Processing of Personal Data. Customer shall, in its use of the Services, Process Personal Data in accordance with the requirements of Data Protection Laws and Regulations. For the avoidance of doubt, Customer's instructions for the Processing of Personal Data shall comply with Data Protection Laws and Regulations. Customer shall have sole responsibility for the accuracy, quality, and legality of Personal Data and the means by which Customer acquired Personal Data.
- c. FirstScreen Processing of Personal Data. FirstScreen shall treat Personal Data as Confidential Information and shall only Process Personal Data on behalf of and in accordance with Customer's documented instructions for the following purposes:
 - i. Processing in accordance with the Agreement and applicable Order Form(s);
 - ii. Processing initiated by Users in their use of the Services; and
 - iii. Processing to comply with other documented reasonable instructions provided by Customer (e.g., via email) where such instructions are consistent with the terms of the Agreement.
- d. Details of the Processing. The subject-matter of Processing of Personal Data by FirstScreen is the performance of the Services pursuant to the Agreement. The duration of the Processing, the nature and purpose of the Processing, the types of Personal Data and categories of Data Subjects Processed under this DPA are further specified in Schedule (Details of the Processing) to this DPA.

7. RIGHTS OF DATA SUBJECTS

- a. Data Subject Request. FirstScreen shall, to the extent legally permitted, promptly notify Customer if it receives a request from a Data Subject to access, correct or delete that person's Personal Data or if a Data Subject objects to the Processing thereof ("Data Subject Request"). FirstScreen shall not respond to a Data Subject Request without Customer's prior written consent except to confirm that such request relates to Customer to which Customer hereby agrees. To the extent Customer, in its use of the Services, does not have the ability to address a Data Subject Request, FirstScreen shall upon Customer's request provide commercially reasonable assistance to facilitate such Data Subject Request to the extent FirstScreen is legally permitted to do so and provided that such Data Subject Request is exercised in accordance with Data Protection Laws and Regulations. To the extent legally permitted, Customer shall be responsible for any costs arising from FirstScreen's provision of such assistance.
- b. Data Subject Request. FirstScreen shall, to the extent legally permitted, promptly notify Customer if FirstScreen receives a request from a Data Subject to exercise the Data Subject's right of access, right to rectification, restriction of Processing,

erasure (“right to be forgotten”), data portability, object to the Processing, or its right not to be subject to an automated individual decision making (“Data Subject Request”). Taking into account the nature of the Processing, FirstScreen shall assist Customer by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of Customer’s obligation to respond to a Data Subject Request under Data Protection Laws and Regulations. In addition, to the extent Customer, in its use of the Services, does not have the ability to address a Data Subject Request, FirstScreen shall upon Customer’s request provide commercially reasonable efforts to assist Customer in responding to such Data Subject Request, to the extent FirstScreen is legally permitted to do so and the response to such Data Subject Request is required under Data Protection Laws and Regulations. To the extent legally permitted, Customer shall be responsible for any costs arising from FirstScreen’s provision of such assistance.

8. FIRSTSCREEN PERSONNEL

- a. Confidentiality. FirstScreen shall ensure that its personnel engaged in the Processing of Personal Data are informed of the confidential nature of the Personal Data, have received appropriate training or have existing, acceptable knowledge on their responsibilities and have executed written confidentiality agreements. FirstScreen shall ensure that such confidentiality obligations survive the termination of the personnel engagement.
- b. Reliability. FirstScreen shall take commercially reasonable steps to ensure the reliability of any FirstScreen personnel engaged in the Processing of Personal Data.
- c. Limitation of Access. FirstScreen shall ensure that FirstScreen’s access to Personal Data is limited to those personnel performing Services in accordance with the Agreement.

9. SECURITY

- a. Controls for the Protection of Customer Data. FirstScreen shall maintain appropriate technical and organizational measures for protection of the security (including protection against unauthorized or unlawful Processing and against accidental or unlawful destruction, loss or alteration or damage, unauthorized disclosure of, or access to, Customer Data), confidentiality and integrity of Customer Data, as set forth in the Security, Privacy and Architecture Documentation. FirstScreen regularly monitors compliance with these measures. FirstScreen will not materially decrease the overall security of the Services during a subscription term.
- b. Third-Party Certifications and Audits. Upon Customer’s written request at reasonable intervals, and subject to the confidentiality obligations set forth in the Agreement, FirstScreen shall make available to Customer that is not a competitor of FirstScreen (or Customer’s independent, third-party auditor that is not a competitor of FirstScreen) a copy of FirstScreen’s then most recent third-party audits or certifications, as applicable. If additional audits are requested by Customer for other provider audit results, FirstScreen reserves the right to

execute on or reject additional audit based on its discretion and reserves the right to pass related audit completion expenses to Customer.

10. CUSTOMER DATA INCIDENT MANAGEMENT AND NOTIFICATION

- a. FirstScreen maintains security incident management policies and procedures specified in the Security, Privacy and Architecture Documentation and shall, notify Customer without undue delay after becoming aware of the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Customer Data, including Personal Data, transmitted, stored or otherwise Processed by FirstScreen of which FirstScreen becomes aware (a "Customer Data Incident"). FirstScreen shall make reasonable efforts to identify the cause of such Customer Data Incident and take those steps as FirstScreen deems necessary and reasonable in order to remediate the cause of such a Customer Data Incident to the extent the remediation is within FirstScreen's reasonable control. The obligations herein shall not apply to incidents that are caused by Customer or Customer's Users.

11. RETURN AND DELETION OF CUSTOMER DATA

- a. FirstScreen shall return Customer Data to Customer and, to the extent allowed by applicable law, delete Customer Data in accordance with the procedures and timeframes specified in the Security, Privacy and Architecture Documentation.

12. AUTHORIZED AFFILIATES

- a. Contractual Relationship. The parties acknowledge and agree that, by executing the Agreement, the Customer enters into the DPA on behalf of itself and, as applicable, in the name and on behalf of its Authorized Affiliates, thereby establishing a separate DPA between FirstScreen and each such Authorized Affiliate subject to the provisions of the Agreement and this Section. Each Authorized Affiliate agrees to be bound by the obligations under this DPA and, to the extent applicable, the Agreement. For the avoidance of doubt, an Authorized Affiliate is not and does not become a party to the Agreement, and is only a party to the DPA. All access to and use of the Services and Content by Authorized Affiliates must comply with the terms and conditions of the Agreement and any violation of the terms and conditions of the Agreement by an Authorized Affiliate shall be deemed a violation by Customer.
- b. Communication. The Customer that is the contracting party to the Agreement shall remain responsible for coordinating all communication with FirstScreen under this DPA and be entitled to make and receive any communication in relation to this DPA on behalf of its Authorized Affiliates.
- c. Rights of Authorized Affiliates. Where an Authorized Affiliate becomes a party to the DPA with FirstScreen, it shall to the extent required under applicable Data Protection Laws and Regulations be entitled to exercise the rights and seek remedies under this DPA, subject to the following:
 - i. Except where applicable Data Protection Laws and Regulations require the Authorized Affiliate to exercise a right or seek any remedy under this DPA against FirstScreen directly by itself, the parties agree that

1. solely the Customer that is the contracting party to the Agreement shall exercise any such right or seek any such remedy on behalf of the Authorized Affiliate, and
 2. the Customer that is the contracting party to the Agreement shall exercise any such rights under this DPA not separately for each Authorized Affiliate individually but in a combined manner for all of its Authorized Affiliates together (as set forth, for example, in Section below).
 - ii. The parties agree that the Customer that is the contracting party to the Agreement shall, when carrying out an on-site audit of the procedures relevant to the protection of Personal Data, take all reasonable measures to limit any impact on FirstScreen by combining, to the extent reasonable possible, several audit requests carried out on behalf of different Authorized Affiliates in one single audit.
13. LIMITATION OF LIABILITY Each party's and all of its Affiliates' liability, taken together in the aggregate, arising out of or related to this DPA, and all DPAs between Authorized Affiliates and FirstScreen, whether in contract, tort or under any other theory of liability, is subject to the 'Limitation of Liability' section of the Agreement, and any reference in such section to the liability of a party means the aggregate liability of that party and all of its Affiliates under the Agreement and all DPAs together. For the avoidance of doubt, FirstScreen's and its Affiliates' total liability for all claims from the Customer and all of its Authorized Affiliates arising out of or related to the Agreement and each DPA shall apply in the aggregate for all claims under both the Agreement and all DPAs established under this Agreement, including by Customer and all Authorized Affiliates, and, in particular, shall not be understood to apply individually and severally to Customer and/or to any Authorized Affiliate that is a contractual party to any such DPA. Also for the avoidance of doubt, each reference to the DPA in this DPA means this DPA including its Schedules and Appendices.
14. SCHEDULE 1 - DETAILS OF THE PROCESSING Nature and Purpose of Processing FirstScreen will Process Personal Data as necessary to perform the Services pursuant to the Agreement, as further specified in the Documentation, and as further instructed by Customer in its use of the Services. Duration of Processing Subject, FirstScreen will Process Personal Data for the duration of the Agreement, unless otherwise agreed upon in writing. Categories of Data Subjects Customer may submit Personal Data to the Services, the extent of which is determined and controlled by Customer in its sole discretion, and which may include, but is not limited to Personal Data relating to the following categories of data subjects:
- a. Roles, candidates, candidate responses
 - b. Customer's Users authorized by Customer to use the Services Type of Personal Data Customer may submit Personal Data to the Services, the extent of which is determined and controlled by Customer in its sole discretion, and which may include, but is not limited to the following categories of Personal Data: First and last name, Title, Position, Employer, Contact information (company, email,

phone, physical business address), ID data, Professional life data, Personal life data, Connection data, Localization data