Data Processing Addendum

This Data Processing Addendum ("**Addendum**") is incorporated into and forms part of the Subscription Agreement, including any Order Form, statement of work, addendum, or exhibit ("**Agreement**") between the applicable iCIMS contracting entity under the Agreement ("**iCIMS**") and the entity that executed the Agreement ("**Subscriber**") acting on its own behalf and as agent for each Subscriber Affiliate.

In consideration of the mutual obligations set out herein, the Parties hereby agree that the terms and conditions herein shall be added as an Addendum to the Agreement. Except where the context requires otherwise, references in this Addendum to the Agreement are to the Agreement as amended by, and including, this Addendum.

About this Addendum:
1. This Addendum consists of four parts: the main body of the Addendum, Appendix 1, Appendix 2, and Appendix 3. Part C of Appendix 1 and Appendix 3 shall only be applicable to the extent required by Data Protection & Privacy Laws, and in such case the Annexes of the Standard Contractual Clauses shall be populated with the information set out in the Appendices of this Addendum.
2. If the Standard Contractual Clauses in Appendix 3 are applicable, the Subscriber's signature of the Agreement shall be deemed to constitute signature and acceptance of the Standard Contractual Clauses incorporated herein, including their Annexes. Please note that the contracting entity under the Agreement may be an iCIMS Affiliate.
3. Subscriber must review Appendices 1 and 2 for accuracy and completeness.

iCIMS acknowledges that Subscriber and each Subscriber Affiliate is/are Controller(s) in relation to the Personal Data under their respective control as the legal person competent to determine purposes and methods of the Processing of the Personal Data and the relevant means, including the adequacy of the security measures. Subscriber hereby appoints iCIMS as a Processor to Process Subscriber Personal Data as described in the Agreement, this Addendum, and Appendix 1 herein which further details the subject-matter, type, and purpose of Processing, the types of data, and categories of Data Subjects. iCIMS accepts the appointment and undertakes to duly fulfil the obligations set forth in this Addendum. Subscriber shall serve as a single point of contact for iCIMS with regards to any notification or information to be given to either Subscriber or any Subscriber Affiliate under this Addendum and is responsible for the internal coordination, review and submission of instructions or requests of Subscriber Affiliates to iCIMS. With regard to Personal Data Processed for iCIMS Business Operations, the Parties acknowledge that Subscriber and each Subscriber Affiliate is/are Controller(s) and iCIMS and iCIMS Affiliates is/are independent Controller(s), not a joint controller with Subscriber and/or each Subscriber Affiliate.

Unless otherwise defined in this Addendum, all capitalized terms have the meaning given to them in the Agreement. Any examples in this Addendum are illustrative and not the sole examples of a particular concept.

1.   Definitions

1.1   In this Addendum, the following terms shall have the meanings set out below and cognate terms shall be construed accordingly:

1.1.1   "**Business**" has the meaning assigned to it in the CCPA (as defined below);

1.1.2   "**Business Purpose**" has the meaning assigned to it in the CCPA (as defined below);

1.1.3   "**California Consumer Privacy Act of 2018**" or "**CCPA**" means the California Consumer Privacy Act, Cal. Civ. Code § 1798.100 et seq., as amended, and its implementing regulations;

1.1.4   "**Collects**" or "**Collected**" have the meaning assigned to it in the CCPA;

1.1.5   "**Contracted Processor**" means iCIMS or one of its Sub-Processors;

1.1.6   "**Controller**" means the entity which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data;

1.1.7   "**Data Protection & Privacy Laws**" means all data protection and privacy laws, including local, state (e.g., the CCPA), national and/or foreign laws, treaties, and/or regulations, the GDPR (as defined below), and implementations of the GDPR into national law, in each case, to the extent applicable to the respective Party in its role in the Processing of Personal Data under the Agreement;

1.1.8   "**Data Subject**" means an identified or identifiable natural person whose rights are protected by Data Protection & Privacy Laws, including a "Consumer" as defined in the applicable Data Protection & Privacy Laws;

1.1.9   "**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. Where applicable, references to the "GDPR" include the UK GDPR, Swiss DPA, and/or Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the Processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC;

1.1.10   "**iCIMS Affiliate**" means an entity that directly or indirectly controls, is controlled by, or is under common control with iCIMS, in each case through majority voting power;

1.1.11   "**iCIMS Business Operations**" means iCIMS' legitimate business operations incident to administration and delivery of the Subscription to Subscriber, and for its other legitimate purposes relating to iCIMS' business operations, including billing and account management, internal reporting, provision of customer support, preventing or responding to illegal conduct, fraud, abuse or a threat to the security or integrity of iCIMS' systems or data including the Subscription, improving iCIMS software and related services, establishing, exercising or defending iCIMS' legal claims, and compliance with applicable legal obligations. For purposes of the CCPA, all processing of Personal Data in connection with iCIMS Business Operations is a permitted Business Purpose;

1.1.12   "**Personal Data**" means any information relating to a Data Subject, including "Personal Information" as defined in the CCPA;

1.1.13   "**Personal Data Breach**" has the meaning assigned to it or an equivalent defined term in the applicable Data Protection & Privacy Laws, in each case as it relates to the Processing of Subscriber Personal Data by iCIMS under the Agreement and this Addendum where such Personal Data Breach occurs as a result of iCIMS' breach of its data security obligations under this Addendum;

1.1.14   "**Process**" and "**Processing**" mean any operation or set of operations performed on Personal Data or sets of Personal Data, such as collecting, recording, organizing, structuring, storing, adapting or altering, retrieving, consulting, using, disclosing by transmission, disseminating or otherwise making available, aligning or combining, restricting, erasing, or destroying;

1.1.15   "**Processor**" means the entity which Processes Subscriber Personal Data on behalf of the Controller;

1.1.16 "**Restricted Transfer**" means:

    1.1.16.1   a transfer of Subscriber Personal Data or Personal Data Processed for iCIMS Business Operations from any Subscriber Group Member to a Contracted Processor; or

    1.1.16.2   an onward transfer of Subscriber Personal Data or Personal Data Processed for iCIMS Business Operations from a Contracted Processor to a Contracted Processor, or between two establishments of a Contracted Processor;

in each case, where such transfer would be prohibited by Data Protection & Privacy Laws (or by the terms of data transfer agreements put in place to address the data transfer restrictions of Data Protection & Privacy Laws) in the absence of appropriate safeguards such as the Standard Contractual Clauses to be established under Section 6.4.3 or Section 13. For the avoidance of doubt, where a transfer of Subscriber Personal Data or Personal Data Processed for iCIMS Business Operations is of a type authorized by Data Protection & Privacy Laws in the exporting country, such transfer shall not be a Restricted Transfer;

1.1.17 "**Sale**" or "**Sell**" has the meaning assigned to it in the CCPA;

1.1.18 "**Service Provider**" has the meaning assigned to it in the CCPA;

1.1.19 "**Share**" has the meaning assigned to it in the CCPA;

1.1.20 "**Standard Contractual Clauses**" means the clauses set forth, or incorporated by reference, in Appendix 3;

1.1.21 "**Sub-Processor**" means any entity engaged by iCIMS, including any iCIMS Affiliate, to Process Subscriber Personal Data on behalf of any Subscriber Group Member pursuant to or in connection with the Agreement, including "Service Provider" as defined in the CCPA;

1.1.22 "**Subscriber Affiliate**" means an entity that directly or indirectly controls, is controlled by, or is under common control with Subscriber, in each case through majority voting power;

1.1.23 "**Subscriber Group Member**" means Subscriber or any Subscriber Affiliate;

1.1.24 "**Subscriber Personal Data**" means any Subscriber Data that is Personal Data and is Processed by a Contracted Processor on behalf of a Subscriber Group Member pursuant to or in connection with the Agreement;

1.1.25 "**Supervisory Authority**" means, as applicable, an appointed government entity with the authority to enforce Data Protection & Privacy Laws, such as a supervisory authority as defined in the GDPR or "Commissioner" as defined under Swiss member state law and/or the UK GDPR;

1.1.26 "**Swiss DPA**" means the Swiss Federal Data Protection Act as may be amended or superseded from time to time; and

1.1.27 "**UK GDPR**" means, collectively, the United Kingdom ("**UK**") General Data Protection Regulation as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the UK European Union (Withdrawal) Act 2018, and amended Data Protection Act 2018, in each case as may be amended or superseded from time to time.

1.2   The word "**include**" shall be construed to mean include without limitation, and cognate terms shall be construed accordingly.

2.   Roles & Scope

2.1   This Addendum applies to the Processing of Subscriber Personal Data by iCIMS in connection with the provision of the Subscription and related services. For the purposes of this Addendum, Subscriber and Subscriber Affiliates are the Controller(s) and iCIMS is the Processor. To the extent Subscriber Personal Data is subject to the CCPA, Subscriber and Subscriber Affiliates (as applicable) are the Business(es) and iCIMS is the Service Provider.

2.2   iCIMS does not determine whether Subscriber Data includes information subject to any specific laws or regulations. As between the Parties, Subscriber is responsible for determining the lawfulness of the Processing of Subscriber Personal Data. For the avoidance of doubt, iCIMS is not responsible for determining that Subscriber's configuration of the Subscription meets the requirements of any applicable laws or regulations, or for complying with data protection and privacy laws applicable to Subscriber or Subscriber's industry that are not applicable to the Subscription, such as those not generally applicable to online service providers.

2.3   Subscriber acknowledges and agrees that as part of providing the Subscription and related services, iCIMS has the right to Process data (including Personal Data) relating to or obtained in connection with the operation, support, or use of the Subscription for iCIMS Business Operations. To the extent iCIMS uses or otherwise Processes Personal Data subject to Data Protection & Privacy Laws for iCIMS Business Operations, iCIMS will comply with the obligations of an independent Controller under Data Protection & Privacy Laws for such use and only for the purposes compatible with those described in the Agreement, this Addendum, or other agreement between the Parties. iCIMS will not use or disclose such Personal Data for any other purpose unless it has first rendered the Personal Data anonymous, de-identified, and non-personal so it does not identify the Subscriber or any other person.

3.   Processing of Subscriber Personal Data

3.1   iCIMS and each iCIMS Affiliate shall:

3.1.1   comply with Data Protection & Privacy Laws in the Processing of Subscriber Personal Data;

3.1.2   Process Subscriber Personal Data only on the relevant Subscriber Group Member's documented instructions for the following purpose:

3.1.2.1   Processing in accordance with the Agreement;

3.1.2.2   Processing initiated by Candidates and Users in their use of the Subscription;

3.1.2.3   Processing to render Subscriber Personal Data anonymous, de-identified, and non-personal; and

3.1.2.4   Processing to comply with other documented reasonable instructions provided by Subscriber (e.g., via email);

where such instructions are consistent with the terms of the Agreement, unless Processing is required by Data Protection & Privacy Laws to which the relevant Contracted Processor is subject, in which case iCIMS or the relevant iCIMS Affiliate shall to the extent permitted by Data Protection & Privacy Laws inform the relevant Subscriber Group Member of that legal requirement before the relevant

Processing of that Subscriber Personal Data. For the avoidance of doubt, an instruction, approval, request or similar action given via the Subscription, including Subscriber's configuration of any settings or options in the Subscription (as Subscriber may be able to modify from time to time), is considered a Subscriber's Processing instruction. The Parties agree that for the purpose of the Standard Contractual Clauses, the Processing of Subscriber Personal Data by iCIMS is deemed to be in compliance with Subscriber's instructions if authorized by the Agreement, this Addendum, or other agreement between the Parties;

3.1.3   immediately inform the Subscriber if, in its opinion, an instruction from Subscriber infringes Data Protection & Privacy Laws. For purposes of clarity, Subscriber understands and acknowledges that iCIMS and the relevant iCIMS Affiliate do not monitor Subscriber's configuration of settings or options in the Subscription and Subscriber is solely responsible to ensure that its Processing of Personal Data pursuant to or in connection with the Subscription does not violate Data Protection & Privacy Laws; and

3.1.4   where Processing of Subscriber Personal Data is subject to the CCPA,

3.1.4.1   be prohibited from: (i) Selling or Sharing Subscriber Personal Data it Collects pursuant to the Agreement; (ii) retaining, using, or disclosing the Subscriber Personal Data that it Collected pursuant to the Agreement for a commercial purpose other than the Business Purposes specified in the Agreement, or as otherwise permitted by the CCPA; (iii) retaining, using, or disclosing the Subscriber Personal Data that it Collected pursuant to the Agreement outside of the direct business relationship between iCIMS and Subscriber except as permitted by the CCPA; and (iv) combining Subscriber Personal Data that it Collected pursuant to the Agreement with Personal Data that iCIMS receives from or on behalf of another source, or that iCIMS Collected from its own interactions with Data Subjects, except where permitted by the CCPA. iCIMS certifies that it understands the foregoing restrictions and shall comply with them; and

3.1.4.2   notify Subscriber if iCIMS makes a determination that it can no longer meet its obligations with respect to its Processing of Subscriber Personal Data, in which case upon such notice, Subscriber may take reasonable and appropriate steps to stop and remediate unauthorized use of Subscriber Personal Data.

3.2   Each Subscriber Group Member:

3.2.1   instructs, subject to section 3.1, iCIMS and each iCIMS Affiliate (and authorizes iCIMS and each iCIMS Affiliate to instruct each Sub-Processor) to:

3.2.1.1   Process Subscriber Personal Data; and

3.2.1.2   in particular, transfer Subscriber Personal Data to any country or territory permitted by Subscriber, which, for the avoidance of doubt, includes: (i) the location(s) of the iCIMS data center(s), which will be the United States unless otherwise indicated in the Agreement ; (ii) the locations of Processing by the Sub-Processors identified in this Addendum and/or the Standard Contractual Clauses; and (iii) the United States, India, European Economic Area ("**EEA**"), and UK, to the extent necessary for iCIMS personnel to implement and provide support and maintenance of the Subscription;

as reasonably necessary for the provision of the Subscription and consistent with the Agreement;

3.2.2   shall obtain all rights, permissions and/or authorizations, including provide all disclosures and/or obtain all consents, required by applicable Data Protection & Privacy Laws, to permit Processing of Personal Data, including transfers of Personal Data, as provided in the Agreement and/or this Addendum;

3.2.3   is responsible for compliance with any data residency or localization obligations under applicable Data Protection & Privacy Laws that mandate retention of Personal Data or a copy thereof in the local jurisdiction if Subscriber elects to use the Subscription in any country or territory where iCIMS does not have a data center; and

3.2.4   warrants and represents that its instructions for the Processing of Subscriber Personal Data complies with Data Protection & Privacy Laws, and it is and will at all relevant times remain duly and effectively authorized to give the instruction set out in section 3.2.1 on behalf of each relevant Subscriber Affiliate.

3.3   Appendix 1 to this Addendum sets out certain information regarding the Contracted Processors' Processing of the Subscriber Personal Data as required by Article 28(3) of the GDPR (and, possibly, equivalent requirements of other Data Protection & Privacy Laws) and Personal Data Processed for iCIMS Business Operations.

4.   iCIMS and iCIMS Affiliate Personnel; Data Protection Officer

iCIMS and each iCIMS Affiliate shall take reasonable steps to ensure the reliability of any employee or contractor of iCIMS who may have access to the Subscriber Personal Data, ensuring in each case that access is strictly limited to those individuals who need to know / access the relevant Subscriber Personal Data, as strictly necessary for the purposes of the Agreement, and to comply with Data Protection & Privacy Laws in the context of that individual's duties, ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality. iCIMS has appointed a data protection officer who can be reached at privacy@icims.com.

5.   Security

5.1   Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, iCIMS and each iCIMS Affiliate shall in relation to the Subscriber Personal Data implement appropriate technical and organizational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) of the GDPR or as otherwise contained in Data Protection & Privacy Laws and the measures set forth in the Subscriber Data Security Addendum attached as Appendix 2.

5.2   In assessing the appropriate level of security, iCIMS and each iCIMS Affiliate shall take account in particular of the risks that are presented by Processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Subscriber Personal Data transmitted, stored, or otherwise Processed.

6.   Sub-Processing

6.1   Each Subscriber Group Member authorizes iCIMS and each iCIMS Affiliate to appoint (and permit each Sub-Processor appointed in accordance with this Section 6 to appoint) Sub-Processors in accordance with this Section 6.

6.2   iCIMS and each iCIMS Affiliate may continue to use those Sub-Processors already engaged by iCIMS or any iCIMS Affiliate as at the date of this Addendum, subject to iCIMS and each iCIMS Affiliate in each case meeting the obligations set out in Section 6.4. The list of Sub-Processors used to provide the Subscription and their country or location of Processing may be accessed at https://www.icims.com/subprocessors/ (the "**Sub-Processor List**"). Intended changes to Sub-Processors will be posted to the Sub-Processor List and, subject to the terms in Section 6.3, shall go into effect thirty (30) days thereafter. Subscriber shall access and complete the registration form at https://www.icims.com/gc to subscribe to receive email notice when iCIMS intends to add or replace a third-party Sub-Processor, and iCIMS shall provide notification of such changes to the email address(es) registered by Subscriber.

6.3   Subscriber may object to iCIMS' proposed Sub-Processor changes by notifying iCIMS in writing at privacy@iCIMS.com within thirty (30) days of iCIMS' notice in accordance with the mechanism set forth in Section 6.2 (the "**Objection Period**") if Subscriber reasonably determines such Sub-Processor is unable to Process Subscriber Personal Data in accordance with the terms of this Addendum. Such notice shall explain the Subscriber's good-faith, reasonable grounds for the objection. If iCIMS receives a Sub-Processor objection notice from Subscriber within the Objection Period:

    6.3.1   iCIMS shall work with Subscriber in good faith to make available a reasonable change in the provision of the Subscription or recommend a reasonable change to Subscriber's configuration or use of the Subscription which avoids the use of the proposed Sub-Processor; and

    where such a change cannot be made within thirty (30) days from iCIMS' receipt of Subscriber's objection notice (the "**Cure Period**"), notwithstanding anything in the Agreement, Subscriber may by written notice to iCIMS within five (5) business days after the expiration of the Cure Period, with immediate effect, terminate the affected part of the Subscription with respect only to those Subscriptions which cannot be provided by iCIMS without the use of the objected-to new Sub-Processor (the "**Terminated Service Portion**"). iCIMS will refund to Subscriber any prepaid fees covering the remainder of the Subscription Period for the Terminated Service Portion following the effective date of termination with respect to such Terminated Service Portion, without imposing a penalty for such termination on Subscriber. Notwithstanding anything to the contrary in the Agreement or this Addendum, the Terminated Service Portion and refund as set forth above shall be Subscriber's sole and exclusive remedy if Subscriber objects to changes to Sub-Processors. If Subscriber does not provide an objection within the Objection Period, then such Sub-Processor shall be deemed approved by Subscriber. If Subscriber submitted a valid objection during the Objection Period and does not terminate the affected part of the Subscription within five (5) business days after the expiration of the Cure Period, Subscriber's objection shall be considered withdrawn and the proposed Sub-Processor shall be deemed approved.

6.4   With respect to each Sub-Processor, iCIMS or the relevant iCIMS Affiliate shall:

    6.4.1   before the Sub-Processor first Processes Subscriber Personal Data (or, where relevant, in accordance with Section 6.2), carry out due diligence to ensure that the Sub-Processor is capable of providing the level of protection for Subscriber Personal Data required by the Agreement;

    6.4.2   ensure that the arrangement between on the one hand (a) iCIMS, or (b) the relevant iCIMS Affiliate, or (c) the relevant intermediate Sub-Processor; and on the other hand, the Sub-Processor, is governed by a written contract including terms which offer at least the same level of protection for Subscriber Personal Data as those set out in this Addendum and meet the requirements of Data Protection & Privacy Laws, which include Article 28(3) of the GDPR; and

6.4.3   if that arrangement involves a Restricted Transfer, ensure that appropriate safeguards (e.g., the applicable Standard Contractual Clauses, binding corporate rules, etc.) are at all relevant times incorporated into the agreement between on the one hand (a) iCIMS, or (b) the relevant iCIMS Affiliate, or (c) the relevant intermediate Sub-Processor; and on the other hand, the Sub-Processor.

6.5   iCIMS shall be liable for the acts and omissions of its Sub-Processors to the same extent iCIMS would be liable if performing the services of each Sub-Processor directly under the terms of this Addendum.

6.6   The Parties agree that any copy of a Sub-Processor agreement that iCIMS must provide to Subscriber pursuant to the Standard Contractual Clauses may have all commercial, proprietary, and confidential information, and clauses unrelated to this Addendum and the Standard Contractual Clauses, removed or redacted by iCIMS beforehand; and, that such copy will be provided by iCIMS, in a manner mutually agreed upon by the Parties, only upon request by Subscriber.

6.7   For the avoidance of doubt, Subscriber is solely responsible for its integration and/or use of any Third-Party Product to Process Subscriber Personal Data pursuant to or in connection with the Subscription and ensuring that such Processing complies with Data Protection & Privacy Laws. Any Third-Party Product integrated and/or used shall not be deemed a Sub-Processor for any purpose under this Addendum.

7.   Data Subject Rights

7.1   Taking into account the nature of the Processing and the information available to iCIMS as a Processor, iCIMS and each iCIMS Affiliate shall assist each Subscriber Group Member by implementing appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of the Subscriber Group Members' obligations to respond to requests to exercise Data Subject rights under Data Protection & Privacy Laws. To the extent legally permitted, Subscriber shall be responsible for any costs arising from iCIMS' provision of such assistance that is beyond the scope of such technical and organizational measures and standard assistance provided by iCIMS in the ordinary course of business.

7.2   iCIMS will, at its election and as necessary to enable Subscriber to meet its obligations under Data Protection & Privacy Laws, either (i) provide Subscriber the ability within the Subscription to correct or delete Subscriber Personal Data or restrict its Processing; or (ii) make such corrections, deletions, or restrictions within the Subscription on Subscriber's behalf if such self-service functionality is not available within the Subscription for the Subscriber to perform itself. To the extent any Subscriber Personal Data of a Data Subject is not accessible to Subscriber through the Subscription, iCIMS will, as necessary to enable Subscriber to meet its obligations under Data Protection & Privacy Laws, provide reasonable assistance to make such Subscriber Personal Data available to Subscriber.

7.3   During the term of the Agreement, Subscriber may extract Subscriber Personal Data from the Subscription in accordance with the Documentation and the relevant provisions of the Agreement, including so that Subscriber can provide the Personal Data to a Data Subject who makes an applicable Data Subject Request (as defined below) for such Personal Data.

7.4   For the avoidance of doubt, Subscriber is responsible for responding to and complying with a Data Subject's request to exercise their rights under Data Protection & Privacy Laws regarding their Personal Data in the Subscription ("**Data Subject Request**"). The Subscription includes controls that Subscriber may use to assist Subscriber with responding to a Data Subject Request. If Subscriber is unable to use the controls within the Subscription to assist Subscriber with responding to the Data Subject Request, iCIMS will reasonably cooperate with Subscriber to enable Subscriber to respond to the Data Subject Request. If iCIMS directly receives a Data

Subject Request outside of the Subscription that specifically names Subscriber, iCIMS will promptly redirect the Data Subject to submit its request to Subscriber, promptly notify Subscriber of such request, and not otherwise respond to such request unless expressly authorized by Subscriber.

8.   Personal Data Breach

8.1   In accordance with iCIMS' documented incident response policies and procedures, in the event that iCIMS becomes aware of a Personal Data Breach affecting Subscriber Personal Data, iCIMS shall notify Subscriber without undue delay, and in any event within the notification period required by Data Protection & Privacy Laws, providing Subscriber with at least the following information (to the extent such information is known or available to iCIMS): (i) a description of the nature of the Personal Data Breach, the categories and approximate number of Data Subjects and Personal Data records concerned, (ii) name and contact details of a contact person at iCIMS for further information, (iii) a description of the likely consequences of the Personal Data Breach, and (iv) a description of the measures taken or proposed to be taken for the remedy or mitigation of the Personal Data Breach. When it is not possible to provide such information at the same time, the information may be provided in phases without undue further delay. iCIMS will promptly take all measures and actions that are reasonably necessary to remedy or mitigate the effects of the Personal Data Breach and shall keep Subscriber informed of all developments in connection with the Personal Data Breach to allow Subscriber and each Subscriber Group Member to meet any obligations to report or inform Data Subjects of the Personal Data Breach under Data Protection & Privacy Laws.

8.2   iCIMS shall cooperate with Subscriber and each Subscriber Group Member and take such reasonable steps as are directed by Subscriber to assist in the investigation, mitigation, and remediation of each such Personal Data Breach. In the event that a personal data breach (or similar term defined under applicable Data Protection & Privacy Laws) is not the result of iCIMS' breach of its data security obligations under this Addendum, iCIMS reserves the right to charge Subscriber for costs arising from provision of cooperation and assistance, provided such costs will be mutually agreed between the Parties.

8.3   Subscriber shall notify iCIMS promptly after becoming aware of any misuse of Subscriber's accounts or authentication credentials or any personal data breach related to the Subscription.

8.4   Neither Party's notification of or response to a Personal Data Breach under this Section 8 is an acknowledgment by such Party of any fault or liability with respect to the Personal Data Breach.

9.   Data Protection Impact Assessment and Prior Consultation

iCIMS and each iCIMS Affiliate shall, to the extent Subscriber does not otherwise have access to the relevant information, and to the extent it is available to iCIMS, provide reasonable assistance to each Subscriber Group Member with any data protection impact assessments or like assessments (e.g., privacy impact assessment), and prior consultations with a Supervisory Authority or other competent data privacy authority, which Subscriber reasonably considers to be required of any Subscriber Group Member by Article 35 or 36 of the GDPR or equivalent provisions of any other Data Protection & Privacy Law, in each case solely in relation to Processing of Subscriber Personal Data by, and taking into account the nature of the Processing and information available to, the Contracted Processors. To the extent legally permitted, Subscriber shall be responsible for any costs arising from iCIMS' provision of such assistance that is beyond the scope of standard assistance provided by iCIMS in the ordinary course of business.

10. Deletion or Return of Subscriber Personal Data

10.1   Subject to Sections 10.2 and 10.3, iCIMS and each iCIMS Affiliate shall promptly and in any event within thirty (30) days of Subscriber's written request or the date of cessation of any Subscription involving the Processing of Subscriber Personal Data (the "**Cessation Date**"), delete and procure the deletion of all copies of Subscriber Personal Data, in accordance with iCIMS' documented data storage and retention policies and procedures.

10.2   Subject to Section 10.3, Subscriber may, in its absolute discretion, by written notice to iCIMS and within ten (10) days of the Cessation Date, request that iCIMS and each iCIMS Affiliate return a complete copy of all Subscriber Personal Data to Subscriber in a format and method as set forth in the Agreement.

10.3   Each Contracted Processor may retain Subscriber Personal Data (i) to the extent required by Data Protection & Privacy Laws or other applicable laws and only to the extent and for such period as required by such laws, and/or (ii) on its backup media and backup servers until such time as the backup copies are scheduled to be deleted (not to exceed one (1) year from the Cessation Date or deletion request, as applicable); provided, however, that iCIMS and each Contracted Processor shall ensure the confidentiality of all such Subscriber Personal Data and shall ensure that such Subscriber Personal Data is not Processed in violation of Data Protection & Privacy Laws.

10.4   After the Cessation Date, upon the written request of Subscriber, iCIMS shall provide written certification, within thirty (30) days of receiving the request, that it has deleted and/or returned all copies of Subscriber Personal Data governed by Data Protection & Privacy Laws in accordance with iCIMS' documented data storage and retention policies and procedures. The Parties agree that for the purpose of the Standard Contractual Clauses, iCIMS is required to provide certification of deletion of Subscriber Personal Data only upon the written request by Subscriber.

11. Controller Responsibilities

With regard to Subscriber Personal Data, the Parties agree that iCIMS shall not be required to undertake any task that according to Data Protection & Privacy Laws is assigned to be performed by the Subscriber, in their capacity as Controller.

12. Audit Rights

12.1   If a Supervisory Authority requires an audit of the facilities from which iCIMS Processes Subscriber Personal Data in order to ascertain or monitor Subscriber's compliance with Data Protection & Privacy Laws, iCIMS will reasonably cooperate with such audit. Subscriber is responsible for all costs and fees related to such audit, including all reasonable costs and fees for any and all time iCIMS expends for any such audit, in addition to the rates for services performed by iCIMS, where (a) such assistance is beyond the scope of such technical and organizational measures and standard assistance provided by iCIMS in the ordinary course of business; and (b) to the extent that such costs do not result from iCIMS' breach of this Addendum or are not expressly prohibited by Data Protection & Privacy Laws.

12.2   Subscriber agrees that iCIMS' then-current SOC2 audit report (or comparable industry-standard successor reports) and/or iCIMS' ISO 27001 and 27701 certifications (collectively, "**Audit Reports**") will be used in the first instance to satisfy any audit or inspection rights or requests by or on behalf of Subscriber, and iCIMS shall make such Audit Reports available to Subscriber upon written request thereof. If such Audit Reports do not provide sufficient information to demonstrate that iCIMS' implementation and maintenance of the technical and organizational measures complies with iCIMS' obligations as a Processor under applicable Data Protection & Privacy Laws, iCIMS will make available to Subscriber such information in iCIMS' possession or control as Subscriber may reasonably

request with a view to demonstrating iCIMS' compliance with the obligations of Processors under Data Protection & Privacy Laws in relation to its Processing of Subscriber Personal Data in the form of: (i) answers to a written security and/or privacy questionnaire provided by the Subscriber, or references to where information required under such questionnaire is available, and (ii) a description of iCIMS' technical and organizational practices in respect of the Processing of Subscriber Personal Data. Subscriber shall promptly provide in writing to iCIMS any audit findings, including, information regarding any non-compliance discovered during the course of an audit, which, together with the Audit Reports and any additional information provided by iCIMS, shall be considered iCIMS' Confidential Information. The Parties further agree that the Subscriber that is the contracting party to the Agreement shall, when carrying out any audit of the procedures relevant to the protection of Subscriber Personal Data, take all reasonable measures to limit any impact on iCIMS by combining several audit requests carried out on behalf of different Subscriber Affiliates in one single audit.

12.3   The Parties agree that the audits described in the Standard Contractual Clauses or required under applicable Data Protection & Privacy Laws, shall be carried out in accordance with the specifications set forth in Sections 12.1 and 12.2.

13.   Restricted Transfers

13.1   For Restricted Transfers, the Parties agree that such Restricted Transfers between the Parties shall be governed by the Standard Contractual Clauses, which are incorporated into and made subject to this Addendum by this reference. Notwithstanding the foregoing, iCIMS participates in the EU-U.S. Data Privacy Framework, the Swiss-U.S. Data Privacy Framework, and the UK Extension to the EU-U.S. Data Privacy Framework (together, "**Frameworks**"). The Parties agree that transfers of Subscriber Personal Data and Personal Data Processed for iCIMS Business Operations to the United States that are subject to the Frameworks are transfers on the basis of an adequacy decision unless and until either: (i) iCIMS discontinues its participation with the applicable Frameworks, or (ii) there is a legally binding, final decision that the Frameworks do not ensure an adequate level of protection under Data Protection & Privacy Laws, in which case, the Parties agree that any transfers that constitute a Restricted Transfer between the Parties, shall be governed by the Standard Contractual Clauses as set forth in Appendix 3 of this Addendum.

13.2   *Alternative Transfer Mechanism.* To the extent that iCIMS adopts an alternative data export mechanism approved by the applicable government authority or applicable Supervisory Authority (including any new version of or successor to the Standard Contractual Clauses adopted pursuant to Data Protection & Privacy Laws ("**Alternative Transfer Mechanism**")), the Alternative Transfer Mechanism shall automatically apply instead of any applicable transfer mechanism described in this Addendum (but only to the extent such Alternative Transfer Mechanism complies with applicable Data Protection & Privacy Laws and extends to territories to which Personal Data is transferred).

14.   General Terms

14.1   *Governing law and jurisdiction.* The Parties to this Addendum hereby agree to the governing law and submit to the choice of jurisdiction stipulated in the Agreement with respect to any disputes or claims howsoever arising under this Addendum, including disputes regarding its existence, validity or termination or the consequences of its nullity. If the Standard Contractual Clauses are in effect between the Parties, then this Addendum shall be governed by the laws of the jurisdiction stipulated for this purpose in the Standard Contractual Clauses.

14.2   *Order of precedence.* Nothing in this Addendum reduces iCIMS' or any iCIMS Affiliate's obligations under the Agreement in relation to the protection of Subscriber Personal Data. In the event of any conflict or inconsistency between this Addendum and the Standard Contractual Clauses, the Standard Contractual Clauses shall prevail,

except with respect to provisions of this Addendum that expressly clarify a specific provision of the Standard Contractual Clauses. In addition, subject to Section 14.1 and the preceding provisions of this Section 14.2, with regard to the subject matter of this Addendum, in the event of any conflict or inconsistency between the provisions of this Addendum and any other agreements between the Parties, including the Agreement and including (except where explicitly agreed otherwise in writing, signed on behalf of the Parties) agreements entered into or purported to be entered into after the date of this Addendum, the provisions of this Addendum shall prevail. The Parties hereto agree that this Addendum shall amend and replace any other amendment or addendum pertaining to the Processing of Subscriber Personal Data entered into by the Parties.

14.3   *Third-Party Beneficiary Rights.* Except where required by Data Protection & Privacy Laws and/or as explicitly provided for by the Standard Contractual Clauses, the terms of this Addendum and the Standard Contractual Clauses do not create any third-party beneficiary rights for any individual Data Subjects.

14.4   *Changes in Data Protection & Privacy Laws*. In the event that Data Protection & Privacy Laws are amended, replaced, or repealed, the Parties shall, where necessary, negotiate in good faith a solution to enable the Processing of Subscriber Personal Data to be conducted in compliance with Data Protection & Privacy Laws.

14.5   *Cooperation.* If iCIMS receives a legally binding request from a public authority, including judicial authorities, or becomes aware of any direct access by a law enforcement agency to Subscriber Personal Data, iCIMS will notify Subscriber so long as iCIMS is not legally prohibited from doing so. If iCIMS is legally prohibited from notifying Subscriber, iCIMS agrees to use its best efforts to obtain a waiver of the prohibition, with a view to communicating as much information as possible, as soon as possible, to Subscriber. iCIMS agrees to document its best efforts in order to be able to demonstrate them on request of Subscriber. For the avoidance of doubt, this Addendum shall not require iCIMS to pursue action or inaction that could result in civil or criminal penalty for iCIMS such as contempt of court.

14.6   *Updates.* iCIMS may update the terms of this Addendum where the changes (a) are required to comply with applicable Data Protection & Privacy Laws, applicable regulation, a court order or guidance issued by a regulator or agency; or (b) do not materially diminish the protections for Personal Data. The current version of this Addendum may be accessed through https://www.icims.com/gc. iCIMS provides a mechanism which may be accessed on https://www.icims.com/gc for Subscriber to subscribe to receive email notice of any changes to this Addendum. If Subscriber believes that updates to this Addendum materially diminish the protections for Personal Data under the Addendum, Subscriber may object to such changes and the process and time periods for a Material Adverse Change set forth in the Agreement shall apply.

14.7   *Severability.* Should any provision of this Addendum be invalid or unenforceable, then the remainder of this Addendum shall remain valid and in force. The invalid or unenforceable provision shall be either (i) amended or construed as necessary to ensure its validity and enforceability, while preserving the Parties' intentions as closely as possible or, if this is not possible, (ii) construed in a manner as if the invalid or unenforceable part had never been contained therein.

APPENDIX 1: DETAILS OF PROCESSING OF PERSONAL DATA

This Appendix 1 includes certain details of the Processing of Subscriber Personal Data and Personal Data Processed for iCIMS Business Operations as required by Data Protection & Privacy Laws, including the information required for Annex I of the Standard Contractual Clauses, when applicable.

A.   LIST OF PARTIES

Subscriber/Data exporter(s): [*Identity and contact details of the data exporter(s) and, where applicable, of its/their data protection officer and/or representative in the European Union*]

Name: The entity identified as Subscriber in the Addendum or the Agreement and any applicable Subscriber Affiliate (to the extent authorized under the Agreement).

Address: The address of Subscriber specified in the Addendum or the Agreement.

Contact person's name, position, and contact details: The name, position, and contact details of Subscriber's contact person specified in the Addendum or the Agreement.

Activities relevant to the data processed, including the data transferred, under these Clauses:

Subscriber's/Data exporter's Subscription(s) identified in the Order Form, and iCIMS Business Operations.

Signature and date: The signature and date set forth in the Addendum, the Agreement, and/or applicable Order Form(s) shall be deemed the signature and date applicable here.

Role (controller/processor): Controller

iCIMS/Data importer(s): [*Identity and contact details of the data importer(s), including any contact person with responsibility for data protection*]

Name: The entity identified as iCIMS in the Addendum or the Agreement, and any applicable iCIMS Affiliate.

Address: Bell Works, 101 Crawfords Corner Road, Suite 3-100, Holmdel, NJ 07733

Contact person's name, position, and contact details: The name, position, and contact details of iCIMS' contact person specified in the Addendum or the Agreement.

Activities relevant to the data processed, including the data transferred, under these Clauses:

Provision by data importer of the Subscription(s) which Process Personal Data, where such data is Subscriber Data (as defined in the Agreement), upon the instruction of the Subscriber/data exporter in accordance with the terms of the Agreement and the Addendum, and iCIMS Business Operations.

Signature and date: The signature and date set forth in the Addendum, the Agreement, and/or applicable Order Form(s) shall be deemed the signature and date applicable here.

Role (controller/processor): Processor (for Subscriber Personal Data), Controller (for Personal Data Processed for iCIMS Business Operations)

B. DESCRIPTION OF PROCESSING, INCLUDING TRANSFERS

Categories of data subjects whose personal data is processed, including the data transferred

Data subjects include the Subscriber's/data exporter's Candidates and Users as those terms are defined in Section 1 of the Agreement, and/or other employees, contractors, or agents of Subscriber/data exporter.

Categories of personal data processed, including the data transferred

The Personal Data relating to the Subscriber's/data exporter's Candidates and Users and/or other employees, contractors, or agents of Subscriber/data exporter that is transferred to iCIMS via the Subscription, the extent of which is determined and controlled by the Subscriber/data exporter in its sole discretion, or in connection with iCIMS Business Operations. Subscriber/data exporter agrees that it has reviewed and assessed the restrictions and safeguards applied to the Personal Data, including the measures described in Appendix 2 and has determined that such restrictions and safeguards are sufficient.

Sensitive data processed, including the data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialized training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.

Subscriber/data exporter may submit special categories of data to the Subscription (in accordance with the Agreement), the extent of which is determined and controlled by the Subscriber/data exporter in its sole discretion. If applicable, Subscriber/data exporter agrees that it has reviewed and assessed the restrictions and safeguards applied to the special categories of Personal Data, including the measures described in Appendix 2 and has determined that such restrictions and safeguards are sufficient.

The frequency of the transfer (e.g., whether the data is transferred on a one-off or continuous basis).

Subscriber/data exporter transfers Personal Data to iCIMS via the Subscription on a continuous basis in accordance with the frequency of the Subscription's use by Subscriber's/data exporter's Candidates and Users. Subscriber/data exporter transfers Personal Data to iCIMS in connection with iCIMS Business Operations on a continuous basis.

Nature of the processing

Subscriber Personal Data will be Processed by data importer to provide the Subscription to Subscriber/data exporter in accordance with the Agreement and the Addendum. Other Personal Data of Subscriber/data exporter will be Processed by data importer in connection with iCIMS Business Operations.

Purpose(s) of the data transfer and further processing

Subscriber Personal Data will be transferred and further Processed for the purposes of enabling Subscriber/data exporter to use the Subscription in accordance with the Agreement and the Addendum. Other Personal Data of Subscriber/data exporter will be transferred and further Processed for the purposes of iCIMS Business Operations.

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period

Subscriber Personal Data is retained in accordance with any retention periods configured by Subscriber/data exporter via the Subscription, or if such retention periods are not configured, in accordance with the Agreement and the Addendum. Other Personal Data of Subscriber/data exporter Processed for iCIMS Business Operations is retained for as long as required to provide the Subscription to Subscriber/data exporter or for as long as required for data importer's legitimate business purposes or by applicable laws and regulations, in accordance with the iCIMS Services Privacy Notice.

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing

Details of Sub-Processors used to provide the Subscription are available at https://www.icims.com/subprocessors/.

C. COMPETENT SUPERVISORY AUTHORITY

Identify the competent supervisory authority/ies in accordance with Clause 13

An Coimisiún um Chosaint Sonraí / Data Protection Commission (Ireland)

APPENDIX 2: SUBSCRIBER DATA SECURITY ADDENDUM

TECHNICAL AND ORGANIZATIONAL MEASURES INCLUDING TECHNICAL AND ORGANIZATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA

The description of the technical and organizational measures implemented by iCIMS/the data importer(s) (including any relevant certifications) to ensure an appropriate level of security, taking into account the nature, scope, context and purpose of the Processing, and the risks for the rights and freedoms of natural persons, to protect Subscriber Data Processed under the Agreement, including Subscriber Personal Data, and Personal Data Processed for iCIMS Business Operations, are set forth in the Subscriber Data Security Addendum that may be accessed at https://www.icims.com/gc. iCIMS reserves the right to update the Subscriber Data Security Addendum from time to time, provided however, iCIMS shall not make changes to the Subscriber Data Security Addendum that materially diminish the protections for Subscriber Data set forth therein.

APPENDIX 3: STANDARD CONTRACTUAL CLAUSES

STANDARD CONTRACTUAL CLAUSES

1.   **European Union and European Economic Area**

In relation to transfers of Personal Data protected by the GDPR, the applicable Standard Contractual Clauses are the clauses annexed to the European Commission's Implementing Decision 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council ("**EU SCCs**"). As between Subscriber and the entity identified as iCIMS in the Addendum, the Agreement, and/or applicable Order Form(s), as applicable, and any applicable iCIMS Affiliate, the EU SCCs are completed as follows:

    a.   Module One will apply where iCIMS Processes Personal Data for iCIMS Business Operations. Module Two will apply to Subscriber Personal Data. Modules Three and Four shall be deleted in their entirety;

    b.   Clause 7 (optional docking clause) will apply;

    c.   For Module Two, Clause 9(a), Option 2 will apply, and the time period for prior notice of Sub-Processor changes shall be as set out in Section 6.2 of the Addendum;

    d.   In Clause 11(a), the optional language will apply;

    e.   In Clause 17, Option 1 will apply, and the EU SCCs will be governed by the law of Ireland;

    f.   In Clause 18(b), disputes shall be resolved before the courts of Ireland;

    g.   Annex I of the EU SCCs shall be deemed completed with the information set out in Appendix 1 to the Addendum, as applicable; and

    h.   Annex II of the EU SCCs shall be deemed completed with the information set out in Appendix 2 to the Addendum.

2.   **Switzerland**

In relation to transfers of Personal Data protected by the Swiss DPA, the EU SCCs will also apply in accordance with Section 1 above, with the following modifications:

    a.   Any references in the EU SCCs to "Directive 95/46/EC" or "Regulation (EU) 2016/679" shall be interpreted as references to the Swiss DPA;

    b.   References to "EU", "Union", "Member State" and "Member State law" shall be interpreted as references to Switzerland and Swiss law, as the case may be; and

    c.   References to the "competent supervisory authority" and "competent courts" shall be interpreted as references to the Swiss Federal Data Protection and Information Commissioner and competent courts in Switzerland,

unless the EU SCCs, implemented as described above, cannot be used to lawfully transfer such Personal Data in compliance with the Swiss DPA in which case the applicable standard data protection clauses issued, approved or recognized by the Swiss Federal Data Protection and Information Commissioner ("**Swiss SCCs**") shall instead be incorporated by reference and form an integral part of the Addendum and shall apply to such transfers. Where this is the case, the relevant Annexes or Appendices of the Swiss SCCs shall be populated using the information contained in Appendix 1 and Appendix 2 to the Addendum, as applicable.

3.   **United Kingdom**

In relation to transfers of Personal Data protected by the UK GDPR and for the purposes of localizing the EU SCCs between the Parties to UK law, the Parties agree to the following:

    a.   "**IDTA**" means the International Data Transfer Agreement issued by the UK Information Commissioner's Office ("**ICO**") and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 2 February 2022, as modified by the ICO from time to time.

b. For transfers from the UK that are not subject to an adequacy decision or exception, the Parties hereby incorporate the IDTA by reference and, by signing this Addendum, also enter into and agree to be bound by the Mandatory Clauses of the IDTA.

c. Pursuant to Sections 5.2 and 5.3 of the IDTA, the Parties agree that the following information is relevant to Tables 1 – 4 of the IDTA and that by changing the format and content of the Tables neither Party intends to reduce the Appropriate Safeguards (as defined in the IDTA).

    i. Table 1: The Parties' details, key contacts, data subject contacts, and signatures are in Appendix 1 to the Addendum, as applicable.

    ii. Table 2:

        (a) The UK country's law that governs the IDTA is: England and Wales.

        (b) The primary place for legal claims to be made by the Parties is: England and Wales.

        (c) The statuses of the Data Exporter and Data Importer are described in Appendix 1 to the Addendum.

        (d) The Data Importer represents and warrants that the UK GDPR does apply to its Processing of Personal Data under the Agreement and for iCIMS Business Operations.

        (e) The relationship among the agreements setting forth data protection terms among the Parties is described in the Addendum and the Agreement.

        (f) The duration that the Parties may Process Personal Data is the period for which the Agreement is in force and for no longer than is necessary for iCIMS Business Operations.

        (g) The IDTA is coterminous with the Addendum. Neither Party may terminate the IDTA before the Addendum ends unless one of the Parties breaches the IDTA or the Parties agree in writing.

        (h) The Data Importer may transfer Personal Data to another organization or person (who is a different legal entity) if such transfer complies with the Agreement, the Addendum, and the IDTA's applicable Mandatory Clauses.

        (i) The Data Importer may only forward Personal Data to its Sub-Processors as specified in the Agreement and the Addendum. No specific restrictions other than any restrictions that apply under the Agreement and the Addendum apply to such onward transfers.

        (j) The Parties will review the Security Requirements listed in Table 4, and the extra protection clauses (if any), to this Addendum each time there is a change to the Transferred Data, Purposes, Importer Information, TRA or risk assessment.

    iii. Table 3: The categories of Personal Data, special categories of Personal Data, Data Subjects, and purposes of Processing are described in Appendix 1 to the Addendum, as applicable. The categories of Transferred Data will update automatically if the information is updated in the Linked Agreement referred to.

    iv. Table 4: The security measures adopted by the Parties are described in Appendix 2 to the Addendum, as updated from time-to-time by the Data Importer in compliance with the terms set forth in the Agreement and the Addendum. The Security Requirements will update automatically if the information is updated in the Linked Agreement referred to.

d. Pursuant to Part 2 (Extra Protection Clauses) of the IDTA, the Parties agree that Data Importer will adopt the technical and organizational measures set forth in Appendix 2 to the Addendum.

4. **Other International Transfers of Personal Data**

If: (i) the Standard Contractual Clauses are recognized under applicable Data Protection & Privacy Laws as an adequacy mechanism or other comparable instrument for the transfer of Personal Data originating in any country outside of the EEA, Switzerland, and UK (each an "**Additional Country**"); and (ii) iCIMS or its Sub-Processor(s) Process Personal Data

originating from an Additional Country in a country that has not been found to provide an adequate level of protection under applicable Data Protection & Privacy Laws of such Additional Country, then the Parties agree that this Addendum (including its Appendices) shall also apply *mutatis mutandis* to iCIMS' Processing of such Personal Data. Where applicable, references to EU Member State law or EU supervisory authorities in the EEA and Swiss Controller to Processor Standard Contractual Clauses shall be modified to include the appropriate reference to the Additional Country's applicable Data Protection & Privacy Laws and supervisory authorities.