

Data Processing Addendum

This Data Processing Addendum ("DPA") is by and between Customer on behalf of itself and Customer Affiliates as the Controller of Customer Personal Data ("Customer") and the UKG signing entity of the Agreement, UKG Affiliates, as the Processor of Customer Personal Data ("UKG") and is an addendum to that certain services agreement by and between Customer and UKG, as amended or supplemented, (the "Agreement"). Customer and UKG are referred to individually as a "Party" and collectively as the "Parties".

WHEREAS, in the course of providing the Services to Customer pursuant to the Agreement, UKG may Process Customer Personal Data on behalf of Customer, and the Parties agree to comply with the following provisions with respect to the Processing of Customer Personal Data.

NOW THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the respective receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. General

- 1.1 The above and foregoing recitals are true and correct and incorporated herein by reference.
- 1.2 This DPA consists of the terms and conditions set forth in this DPA and the following Schedules, which are attached hereto and incorporated herein by reference:
 - 1.2.1 Schedule 1: Details of the Processing
 - 1.2.2 Schedule 2: Technical and Organizational Security Measures
 - 1.2.3 Schedule 3: Additional Applicable Privacy Provisions

2. Definitions

2.1 In this DPA, capitalized terms will have the meanings set out below. Capitalized terms not otherwise defined below will have the meaning given to them in the Agreement.

"Affiliate" means an entity that owns or controls, is owned or controlled by or is or under common control or ownership with a party, where control is defined as the possession, directly or indirectly, of 50% or more of the voting or equity securities, contract, voting trust or otherwise.

"Applicable Law(s)" means any applicable provisions of all laws, codes, legislative acts, regulations, ordinances, rules of court, and court orders which govern the Party's respective business operations.

"Cross-Border Transfer Mechanism" means applicable legally valid mechanisms required for the transfer of Customer Personal Data from a Controller or a Processor in a given jurisdiction to another Processor or Subprocessor operating in a separate jurisdiction where Applicable Data Protection Laws require a legal mechanism for cross-border transfer. Such mechanisms include, by way of example and without limitation, the Standard Contractual Clauses.

"Customer Personal Data" means any Personal Data Processed by UKG on behalf of Customer pursuant to or in connection with the Agreement.

"Data Protection Laws" means (a) GDPR if Personal Data of European Union Data Subjects will be processed by UKG, and (b) any other Applicable Laws regarding protection of Customer Personal Data.

"GDPR" means EU General Data Protection Regulation 2016/679.

"Restricted Transfer" means a transfer of Customer Personal Data from Customer to a UKG Processor, or a transfer of such data between UKG Processors, where such transfer would be prohibited by Data Protection Laws (or by the terms of data transfer agreements put in place to address the data transfer restrictions of Data Protection Laws) in the absence of a Cross-Border Transfer Mechanism.

"Services" means UKG Pro, UKG Ready, UKG Dimensions, UKG Workforce Central and HRSD (including People Assist & UKG Pro Document Manager) offerings supplied to or carried out by or on behalf of UKG for Customer pursuant to the Agreement.

"Standard Contractual Clauses" or **"SCCs"** means any type or module of standard contractual clauses approved by any relevant authority such as the European Commission in Decision (EU) 2021/914 on standard contractual clauses for the transfer of personal data to third countries, the British Data Protection Authority, the Swiss Data Protection Authority or the Singapore Data Protection Authority, including

those executed between UKG Affiliates as UKG Processors. The EU SCCs (Processor-to-Processor) and (Controller-to-Processor) are available on ukg.com, and are deemed incorporated in this DPA, in accordance with Section 11 below.

"Subprocessor" means any person (including any third party and any UKG Affiliate) appointed by or on behalf of UKG to Process Customer Personal Data on behalf of Customer in connection with the Agreement, a list of which is available on ukg.com, and which is incorporated herein by reference.

"UKG Processor" means UKG or a UKG Subprocessor.

"Countries with Adequate Protection" means the following applicable third countries, territories or specified sectors within a third country:

(1) for data processed subject to the EU GDPR: the EEA, or [a country or territory that is the subject of an adequacy decision by the Commission under Article 45\(1\) of the EU GDPR](#);

(2) for data processed subject to the UK GDPR: the UK or a country or territory that is the subject of the adequacy regulations under Article 45(1) of the UK GDPR and Section 17A of the Data Protection Act 2018; and/or

(3) for data processed subject to the Swiss FDPA: Switzerland, or a country or territory that (i) is included in the list of the states whose legislation ensures an adequate level of protection as published by the Swiss Federal Data Protection and Information Commissioner, or (ii) is the subject of an adequacy decision by the Swiss Federal Council under the Swiss FDPA.

The terms, **"Commission"**, **"Controller"**, **"Data Subject"**, **"Member State"**, **"Personal Data"**, **"Personal Data Breach"**, **"Personal Information"**, **"Processing"**, **"Processor"**, and **"Supervisory Authority"**, will have the same meaning as in the GDPR, or the equivalent meaning as set forth in applicable Data Protection Laws, and **"Processing"** shall be interpreted to include the following as applicable **"Process"**, **"Processes"** and **"Processed"**.

Where applicable, the terms, **"Service Provider"** and **"Sell"** will have the same meaning as in the California Consumer Privacy Act (**"CCPA"**).

3. Processing of Customer Personal Data

3.1 UKG will:

3.1.1 comply with all applicable Data Protection Laws in the Processing of Customer Personal Data; and

3.1.2 not Process Customer Personal Data other than for the purpose, and in accordance with, the relevant Customer's instructions as documented in the Agreement and this DPA, unless Processing is required by the Data Protection Laws to which the relevant UKG Processor is subject, in which case UKG to the extent permitted by the Data Protection Laws, will inform Customer of that legal requirement before the Processing of that Customer Personal Data.

3.2 Customer hereby:

3.2.1 instructs UKG (and authorizes UKG to instruct each Subprocessor) to: (a) Process Customer Personal Data; and (b) in particular, transfer Customer Personal Data to any country or territory subject to the provisions of this DPA, in each case as reasonably necessary for the provision of the Services and consistent with the Agreement.

3.2.2 warrants and represents that it is and will at all relevant times remain duly and effectively authorized to give the instructions set out in Section 4.2.1 on behalf of each relevant Customer Affiliate; and

3.2.3 warrants and represents that it has all necessary rights in relation to the Customer Personal Data and/or has collected all necessary consents from Data Subjects to Process Customer Personal Data to the extent required by Applicable Law.

3.3 Schedule 1 to this Addendum sets out certain information regarding UKG's Processing of Customer Personal Data as required by Article 28(3) of the GDPR (and equivalent requirements of other Data Protection Laws).

4. UKG Personnel

UKG will take steps to ensure that access to Customer Personal Data is limited to those individuals who: (a) need to know or access the relevant Customer Personal Data as necessary for the purposes of providing the Services under the Agreement or to comply with Data Protection Laws in the context of that individual's duties to UKG; and (b) are subject to written confidentiality undertakings or professional or statutory obligations of confidentiality.

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, UKG will in relation to the Customer Personal Data implement appropriate technical and organizational measures to ensure a level of security appropriate to that risk as set forth in Schedule 2 to this DPA.

5.2 In assessing the appropriate level of security, UKG will take into account the risks that are presented by Processing, in particular from a Personal Data Breach.

6. Subprocessing

6.1 Customer generally authorizes UKG to appoint Subprocessors in accordance with this Section 6, including without limitation those Subprocessors and any new Subprocessors.

6.2 At least thirty (30) days before any new Subprocessor carries out Processing activities on Customer Personal Data on behalf of Customer, UKG will provide Customer with a mechanism to obtain notification of the appointment of said new Subprocessor, including material details of the Processing to be undertaken by the Subprocessor. Customer may object, on reasonable data protection grounds, to any new Subprocessor by providing notice of an objection to UKG within ten (10) days of Customer's receipt of notification of the addition of the new Subprocessor by UKG. In the event UKG, in its sole discretion, is unable to forego the utilization of a new Subprocessor that has been objected to for the Processing of Customer Personal Data or is otherwise unable to reasonably address the Customer's objection within thirty (30) days of UKG's receipt of such objection from Customer, the Customer may terminate the impacted services upon written notice to UKG. This termination right is Customer's sole and exclusive remedy if Customer objects to any new Subprocessor.

6.3 With respect to each Subprocessor, UKG will:

6.3.1 verify that the arrangement between UKG and the Subprocessor is governed by a written contract including terms which offer at least equivalent level of protection for Customer Personal Data as those set out in this DPA and meet the requirements of article 28(3) of the GDPR; and

6.3.2 if that arrangement involves a Restricted Transfer, confirm that the Standard Contractual Clauses, or other legally valid Cross-Border Transfer Mechanism, are at all relevant times incorporated into the relevant agreement(s) between UKG and the Subprocessor.

7. Data Subject Rights

7.1 Taking into account the nature of the Processing, UKG will assist Customer by implementing commercially reasonable technical and organizational measures for the fulfilment of the Customer's obligations, as reasonably understood by Customer, to respond to requests to exercise Data Subject rights under the Data Protection Laws.

7.2 If UKG receives a request from a Data Subject under any Data Protection Law in respect of Customer Personal Data ("Data Subject Request"), UKG will:

7.2.1 promptly redirect the Data Subject to its Controller; and

7.2.2 ensure that UKG does not respond to that Data Subject Request except on the documented instructions of Customer or as required by Data Protection Laws to which UKG is subject, in which case UKG, to the extent permitted by the Data Protection Laws, shall inform Customer of that legal requirement before UKG responds to the Data Subject request.

8. Personal Data Breach

8.1 UKG will notify Customer without undue delay and in accordance with Data Protection Laws upon UKG or any Subprocessor becoming aware of a Personal Data Breach affecting Customer Personal Data, providing Customer with sufficient information to allow Customer to meet its obligations to report or inform Data Subjects of the Personal Data Breach under the Data Protection Laws.

8.2 In the event of a Personal Data Breach, the Parties will reasonably cooperate with each other, and UKG shall take commercially reasonable steps to keep Customer informed as to the investigation, mitigation and remediation of any such Personal Data Breach.

8.3 Except as may be required by Applicable Law, UKG will not notify Customer's affected Data Subjects about a Personal Data Breach without Customer's prior written consent.

9. Deletion or return of Customer Personal Data

9.1 Subject to Sections 10.2 and 10.3, following the latter of (i) termination or expiration of the Agreement or (ii) the Processing of Customer Personal Data, (the "Cessation Date"), UKG will, in accordance with the terms of the Agreement, promptly return or delete

Customer Personal Data that can be reasonably identified and extracted in accordance with the requirements of the relevant Data Protection Laws.

9.2 Notwithstanding Section 10.1 above, each UKG Processor may retain Customer Personal Data to the extent required by Data Protection Laws and only to the extent and for such period as required by Data Protection Laws, provided that UKG will ensure the confidentiality of all such Customer Personal Data and will ensure that such Customer Personal Data is only Processed as necessary for the purpose(s) specified in the Data Protection Laws requiring its storage.

9.3 Upon receipt of written request from Customer, UKG will provide written certification to Customer that it has complied with this Section 10.

10. Audit rights

UKG shall demonstrate appropriate technical and organizational measures to Customer throughout the term. Customer may exercise such audit right either personally or by appointing a third party that is bound by appropriate obligations of confidentiality and acceptable to UKG. Customer may exercise such audit right on an annual basis with reasonable notice. Any such audits shall be limited to a robust customer due diligence package consisting of details on UKG' information security/risk practices, examination of the results of the annual AICPA SSAE 18 SOC 1 and SOC 2 Type II audits conducted by an independent third party, executive summaries of the annual penetration test results or verification of such testing through the SOC 2 report, and reasonable access to knowledgeable personnel to discuss the controls in place, including a meeting at UKG corporate headquarters. In the event Customer requests support or information beyond the content described above, then, upon customer's audit request, the Parties will mutually agree on the terms of the audit plan, which shall include details regarding the scope, duration, fees, and scheduling of the audit. In no event shall Customer or its designees be permitted to access UKG systems, network servers, scan summaries or activities logs.

11. Restricted Transfers and Cross-Border Transfer

11.1 Customer is fully aware and acknowledges that UKG operates as a global company with locations across the world. In order for UKG to provide customers with service level continuity and to optimize both organization and management of the quality of its products and services, UKG reserves the right to have Customer Personal Data processed by other UKG Affiliates or by Subprocessors and that may be located in a different region than where the original Processing took place, which Customer accepts.

11.2 In connection with Restricted Transfers, UKG will only operate cross-border transfer of Customer Personal Data either to Countries with Adequate Protection, or based on a Cross-Border Transfer Mechanism.

11.3 If the Processing of Customer Personal Data involves any transfers to a country that is not a Country with Adequate Protection, then:

11.3.1 If UKG's address is in an Adequate Country, the applicable SCCs (EU Processor-to-Processor) will apply with respect to all Restricted Transfers that are subject to the EU GDPR and/or the Swiss FDPA, from UKG to Subprocessors and UKG Affiliates;

11.3.2 If UKG's billing address is not in a Country with Adequate Country, applicable Cross Border Mechanism (such as EU Controller to Processor SCCs) will apply with respect to Restricted Transfers between UKG and Customer; and

12. Additional Assurances

12.1 UKG shall maintain the following additional safeguards with respect to Customer Personal Data that is transferred pursuant to the Standard Contractual Clauses:

12.1.1 UKG agrees to notify Customer of any request from law enforcement authority or other governmental authority with competent authority and jurisdiction over UKG for disclosure of Customer Personal Data processed under this DPA ("Disclosure Request") to the extent permitted by applicable law. UKG shall not respond to Disclosure Requests without notifying Customer and receiving written authorization from Customer to respond to such Disclosure Request, except as required under applicable law or order of court or governmental authority with competent authority and jurisdiction over same,

12.1.2 In the event UKG receives a Disclosure Request for disclosure of Customer Personal Data processed under this DPA and Data Processor is not legally permitted to notify Customer of the Disclosure Request, UKG agrees to take reasonable legal actions against the disclosure of the Customer Personal Data and to refrain from disclosure of the Customer Personal Data to the respective authorities until a court of competent jurisdiction orders UKG to disclose such Customer Personal Data. In such event, UKG agrees to provide the minimum amount of information required when responding to the Disclosure Request, based on UKG's reasonable interpretation of the Disclosure Request; and

12.1.3 UKG can make available to Customer a [Transfer Risk and Impact Statement](#) to assist Customer in carrying out its own transfer impact assessment related to Customer’s use of the Services.

13. General Terms

13.1 Governing Law. Without prejudice to clauses 17 (Governing Law) and 18 (Choice of Forum and Jurisdiction) of the Standard Contractual Clauses:

13.1.1 the Parties to this DPA hereby submit to the choice of jurisdiction stipulated in the Agreement with respect to any disputes or claims howsoever arising under this DPA, including disputes regarding its existence, validity or termination or the consequences of its nullity; and

13.1.2 this DPA and all non-contractual or other obligations arising out of or in connection with it are governed by the laws of the country or territory stipulated for this purpose in the Agreement.

13.2 DPA Priority. Nothing in this DPA reduces UKG’s obligations under the Agreement in relation to the protection of Customer Personal Data or permits UKG to Process (or permit the Processing of) Customer Personal Data in a manner which is prohibited by the Agreement. With regard to the subject matter of this DPA, in the event of inconsistencies between the provisions of this DPA and the Agreement, the provisions of this DPA will prevail.

13.3 Claims. Any claims brought under this DPA shall be subject to the terms and conditions of the Agreement, including but not limited to, the exclusions and limitations set forth in the Agreement.

13.4 Amendment. This DPA may only be amended in a writing signed by both Parties.

13.5 Severability. Should any provision of this DPA be invalid or unenforceable, then the remainder of this DPA will remain valid and in force. The invalid or unenforceable provision will be either (i) amended 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 there.

IN WITNESS WHEREOF, the Parties have executed this DPA as of the last day signed below by their duly authorized representatives for and on behalf of said entity.

Customer:

UKG [Inc./Local Entity]:

Address: _____

Address: _____

Privacy Contact Email:

Privacy Contact Email: privacy@ukg.com

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Schedule 1: Details of Processing of Customer Personal Data

This Schedule 1 includes certain details of the Processing of Customer Personal Data as required by Article 28(3) GDPR.

Subject matter and duration of the Processing of Customer Personal Data

The subject matter and duration of the Processing of the Customer Personal Data are set out in the Agreement and this DPA.

The nature and purpose of the Processing of Customer Personal Data

Provision of the Services as set out in the Agreement and this DPA.

The types of Customer Personal Data to be Processed

All Customer Personal Data required by UKG to correctly provide the Services to Customer pursuant to the Agreement which may include, without limitation: employee first and last name, employee ID number, department code, badge number, job title, absence information, identification and contact information of Customer data subjects, employment and education details of Customer data subjects, other information that Customer may collect in order to pay and manage its workforce.

The categories of Data Subject to whom the Customer Personal Data relates

Customer's employees, contractors, and job applicants.

Special categories of Customer Personal Data to be Processed

None

(please specify otherwise)

The obligations and rights of Customer

The obligations and rights of Customer are set out in the Agreement and this DPA.

Privacy related contact:

UKG: privacy@ukg.com

Customer: As specified in the DPA.

Schedule 2: Technical and Organizational Measures

1. ISAE3402 /SSAE 18 (SOC 2) Audit: UKG shall ensure compliance with ISAE3402/SSAE 18 AICPA Trust Principles for Security, Confidentiality, and Availability (and, where in scope, Privacy and Processing Integrity), and will undergo an audit each year for the purposes of examining the relevant controls with respect to the Services. Such audits shall be carried out by an independent, certified third party and the resulting reports shall be provided to Customer upon request. UKG shall ensure the data center carries out its own SOC 2 audits and provide such reports to Customer upon request.
2. ISO 27000 Series Audits: UKG shall ensure compliance with ISO 27001, 27017, and 27018, where in scope for the UKG Services. UKG shall also ensure the datacenter used to provide the Services will continue to have its IT security management certified according to ISO 27001 or comparable industry standard security framework. The audits shall be carried out by an independent, certified third party, and upon request, UKG shall provide the certificates to Customer.
3. Entity Controls: Consistent with UKG's obligation to maintain its compliance programs as described above, UKG shall continuously carry out the following security measures:
 - a) Security Policy: UKG shall maintain an information security policy that is reviewed annually by UKG and published and communicated to all UKG employees. UKG shall maintain a dedicated security and compliance function to maintain and monitor security controls across UKG.
 - b) Employee Onboarding: All UKG personnel shall be subject to a comprehensive background check and agree to accept UKG's Code of Conduct upon hire.
 - c) Employee Termination: UKG shall terminate all credentials and access to the Services of a UKG employee in the event of termination of his or her employment within a reasonably timely manner.
 - d) Access Controls by UKG Personnel: Access to all UKG owned or licensed network components, servers, databases, computers, and software programs by UKG personnel shall be protected by an authentication procedure that requires giving at least a unique username and complex password. UKG shall implement technical controls to enforce a password policy consisting of a minimum number of characters and complexity, including requirements of alpha, numeric, upper case, lower case and/or special characters. Lockout periods shall be in effect for inactivity and unsuccessful password attempts. Passwords shall expire after a fixed amount of time.
 - e) Security Awareness Training: UKG employees shall participate in security awareness and privacy training, upon hire and annually thereafter.
 - f) Change Management: UKG shall employ a change management process based on industry accepted standards for change management in configurations, software, and hardware.
4. Application and Network Controls:
 - a) Privileged Access by UKG Personnel: Privileged access to UKG owned or licensed network components, servers, databases, computers, and software programs by UKG personnel that are used in the provision of the Services shall be secured by means of a two-factor authentication and shall be defined by UKG in such a manner as to ensure that the access authorizations are granted only to the extent necessary to perform the assigned role. Any access to UKG's systems used in the provision of the Services shall be monitored.
 - b) Infrastructure of the Data Center: UKG and/or its sub-processor(s) shall monitor the infrastructure in order to identify any security vulnerabilities.
 - c) Anti-Virus and Malware Scanning: UKG uses commercially available malicious code detection software, including virus detection and malware detectors, on UKG systems. Anti-virus definition files shall be updated regularly, on a scheduled basis, following the availability of such updates by the software provider.
 - d) Secure Coding Practices: UKG developers shall be trained on secure development. Applications should be written in a secure manner to implement industry practices, such as input validation, session management, SQL injection, and cross site scripting mitigation. These practices shall be tested as part of the annual penetration testing described below.
 - e) Patch Management: UKG shall review all patches, updates, and upgrades of operating systems, middleware, or applications to all relevant components of the Services after they have been released by the manufacturer and tested by UKG. UKG shall manage the patching process prudently to assure that critical patches are applied in a timely manner consistent with the associated risk.

- f) Segregation of Customer Data: UKG shall provide appropriate security controls and segmentation methods to protect and isolate Customer Data from other tenants.
 - g) Encrypted Data Transfers: Customer Data input into the Services shall be secured using an industry standard protocol, such as Transport Layer Security (TLS).
 - h) Encrypted Data Storage: UKG shall encrypt Customer Data using industry standard technology, such as AES-256 encryption standard for data at rest.
 - i) Firewalls: Connections to the Services networks, shall be protected with industry standard firewalls. UKG shall update its firewall software regularly, on a scheduled basis, following the availability of updates by the software provider.
 - j) Intrusion Detection: UKG shall implement and maintain an intrusion detection monitoring process at the network and/or host level to protect the Services and detect unwanted or hostile network traffic. UKG shall update its intrusion detection software regularly, on a scheduled basis, following the availability of updates by the software provider or a heuristic analysis shall be used.
 - k) Systems Hardening and Secure Configuration: UKG shall follow industry standards for platform hardening and secure configuration. UKG shall remove or disable unnecessary utilities from operating system configurations and restrict access rights to least privilege.
 - l) Penetration Testing: UKG shall contract, as part of its security program and on at least an annual basis, with an independent third party to conduct a network and application penetration test. The penetration test will include, but is not limited to, the potential for unauthorized internet access, compromise of roles, and escalation of privileges for the Services. Upon request, UKG will provide an executive summary of said penetration test including the scope and methodology of the test and confirmation that critical and high-risk findings have been remediated or provide an independent third-party audit report attesting to such testing and remediation. Penetration testing includes the web application vulnerabilities defined by the Open Web Application Security Project (OWASP) Top 10 and those listed in the SANS 25 (as applicable) or its successor current at the time of the test.
 - m) Vulnerability Management: UKG shall implement commercially reasonable processes designed to protect Customer Data from system vulnerabilities. UKG shall perform scanning of the infrastructure using an industry recognized automated scanning tool designed to detect security flaws and security vulnerabilities within the operating systems. UKG shall assess scan results and remediate relevant security vulnerabilities within a reasonable amount of time based on the risk to the Services.
 - n) Audit Logging: UKG shall log UKG personnel's access to the Services to maintain an audit trail that includes, but is not limited to, web server logs, system logs, and network event logs.
5. Physical Access Control: UKG shall ensure that its data center sub-processor uses industry standard technology to ensure that only the appropriately authorized staff have access to those systems of UKG that are used to provide the Services. This shall include at least the following measures: visitor sign-ins, role-based access controls, limited access to the server rooms and to the alarm systems which report any unauthorized access.
6. Incident Response and Notification:
- a) UKG shall maintain security incident management policies and procedures, including security incident escalation procedures. In the event UKG confirms unauthorized access or acquisition, disclosure or use of Customer's Personal Data has occurred, UKG agrees to notify Customer, in accordance with the terms of the Agreement or per Applicable Law.
 - b) UKG shall (i) investigate such information security incident and perform a root cause analysis; (ii) remediate the effects of such information security incident; and (iii) provide Customer with assurances that such information security incident is not likely to recur.
7. Disaster Recovery: UKG shall maintain a Disaster Recovery plan and present verification of this plan (via the SOC 2 reporting) at the request of Customer. UKG shall test this plan once a year and verify that the planned measures are effective, reviewed by management and updated as necessary.
8. Business Continuity: UKG shall maintain a plan for returning to operation in the event of a disaster and present a summary of this plan at the request of Customer. Upon UKG's declaration of disaster, UKG shall implement said plan to return the Services to operation. UKG shall annually test and review its business continuity plan and update as necessary.

Schedule 3: Additional Applicable Privacy Provisions

The following provisions will apply if and to the extent applicable to the Processing of Customer Personal Data by UKG.

1. CCPA/CPRA

1.1. To the extent UKG is a “Service Provider” (as defined under CCPA) and receives from Customer Personal Data that constitutes “personal information” (as defined under CCPA) (“Personal Information”), UKG, in its role as a Service Provider, will not (i) “sell” (as defined under CCPA) such Personal Information; (ii) shall not retain, use, or disclose such Personal Information for any purpose other than performing the Services under the Agreement or as otherwise permitted under CCPA/CPRA; (iii) retain, use, or disclose the Personal Information for a commercial purpose other than providing the Services unless otherwise permitted under the Agreement; or (iv) retain, use, or disclose such Personal Information outside of the direct business relationship between Customer and Service Provider unless otherwise permitted under the Agreement. UKG, in its role as a Service Provider, agrees to comply with the CCPA and CPRA as applicable to Service Provider in its provision of the Services to Customer under the Agreement.

1.2. In the event of any conflict between the terms of this Section 1 of Schedule 3 and any other terms of the DPA, the terms in this Section 1 of Schedule 3 shall control but only to the extent they apply to handling of Personal Information.

2. United Kingdom (“UK”) International Data Transfer Addendum to the EU Commission Standard Contractual Clauses

The UK International Data Transfer Addendum to the EU SCCs is available on ukg.com, and is deemed incorporated in this DPA, in accordance with Section 11 of the DPA.

In connection with transfers of Customer Personal Data to which UK GDPR applies, UKG will only operate cross-border transfer of Customer Personal Data either to Countries with Adequate Protection or based on a Cross-Border Transfer Mechanism.

If the Processing of Customer Personal Data involves any transfers to a country that is not a Country with Adequate Protection, then:

If UKG’s billing address is in an Adequate Country, the applicable UK IDTA (Processor-to-Processor) will apply with respect to all Restricted Transfers that are subject to the UK GDPR from UKG to Subprocessors and UKG Affiliates;

If UKG’s billing address is not in a Country with Adequate Country, applicable UK IDTA (Controller to Processor) will apply with respect to Restricted Transfers between UKG and Customer.

3. Switzerland

Where Applicable Laws of Switzerland requires sufficient safeguards for the adequate protection of Personal Data transferred to a third country, the EU SCCs shall apply. In case of a transfer from Switzerland subject to the data protection law of Switzerland, the terms below will have the following substituted meanings for the purposes of the EU Clauses: (i) “GDPR” means the FADP and the Revised FADP. (ii) “European Union”, “Union” or “Member States” means Switzerland, provided that the term “member state” must not be interpreted in such a way as to exclude data subjects in Switzerland from the possibility of suing for their rights in their place of habitual residence, provided it is in Switzerland in accordance with Clause 18 c. (iii) “Supervisory Authority” means the FDPIC. The EU SCCs shall also protect the data of legal entities until the entry into force of the Revised FADP

In connection with transfers of Customer Personal Data to which FADP applies, UKG will only operate cross-border transfer of Customer Personal Data either to Countries with Adequate Protection or based on a Cross-Border Transfer Mechanism.

If the Processing of Customer Personal Data involves any transfers to a country that is not a Country with Adequate Protection, then:

- If UKG’s billing address is in an Adequate Country, the applicable EU SCCs (Processor-to-Processor) will apply with respect to all Restricted Transfers that are subject to the GDPR from UKG to Subprocessors and UKG Affiliates;

- If UKG’s billing address is not in a Country with Adequate Country, applicable EU SCCs (Controller to Processor) will apply with respect to Restricted Transfers between UKG and Customer.

4. APEC / Australia

“APEC” means the Asia Pacific Economic Cooperation, a regional economic forum established in 1989 to leverage the growing interdependence of the Asia-Pacific. See www.apec.org for more information.

“APEC Member Economy” means the 21 members of APEC: Australia, Brunei Darussalam, Canada, Chile, China, Hong Kong-China, Indonesia, Japan, Republic of Korea, Malaysia, Mexico, New Zealand, Papua New Guinea, Peru, Philippines, Russia, Singapore, Chinese

Taipei, Thailand, United States, and Vietnam.

UKG shall not transfer Personal Data outside of the jurisdiction where the Personal Data is obtained unless permitted under Applicable Laws. Where UKG Processes Personal Data from an APEC Member Economy on behalf of Customer, UKG shall perform such Processing in a manner consistent with the APEC Cross Border Privacy Rules Systems requirements (“CBPRs”) (see www.cbprs.org) to the extent the requirements are applicable to UKG’s Processing of the Personal Data. If UKG is unable to provide the same level of protection as required by the CBPRs, UKG shall promptly notify Customer and cease Processing. In such event, Customer may terminate the Agreement with respect only to those Products and/or Services for which UKG is unable to provide the same level of protection as required by the CBPRs by written notice within 30 days.

Any reference to Personal Data Breach is deemed to include Notifiable Data Breaches under the Australian Privacy Act 1988.

5. Argentina

Argentine Model Clauses: means the Model Agreement of International Transfer of Personal Data for the case of Provision of Services (Contrato modelo de transferencia internacional de datos personales con motivo de prestación de servicios) (reference: EX-2016-00311578- -APN-DNPDP#MJ- Anexo II) approved by the Dirección Nacional de Protección de Datos Personales on 2 November 2016 together with the Annex attached hereto as Section 1 (“Argentinian Clauses”).

In connection with transfers of Customer Personal Data to which Argentinian laws applies, UKG will only operate cross-border transfer of Customer Personal Data either to Countries with Adequate Protection, or based on the Argentinian Clauses, which are deemed incorporated herein by reference. For the avoidance of doubts, any information required under the Argentinian Clauses are deemed provided under the Cross Border Mechanisms incorporated herein by reference.

6. China

Should Customer choose to use UKG Services in China, Customer acknowledges that:

- a) UKG cannot guarantee the availability of UKG Services in China as the Chinese government control the country firewall;
- b) Access to UKG Services solution from China is not guaranteed, and therefore some provisions in the Agreement that governs the provision of UKG’s Services may not apply; and
- c) UKG cannot commit to compliance with applicable Chinese law, now or in the future, due to the undefined nature of Chinese laws and regulations, which may be subject to change.

7. Brazil

The Parties shall handle Customer Personal Data in accordance with the Lei Geral de Proteção de Dados (“LGPD”) and only for the purposes that are compatible with those described in the Main Agreement.

UKG shall notify Customer in writing of (a) a confirmed Personal Data Breach, or (b) any notification, complaint, consultation or request made by the Brazilian National Data Protection Authority due to the processing of Customer Personal Data.

UKG shall, in accordance with the terms of Article 18 of the LGPD, provide Customer with reasonable assistance when necessary to respond to a complaint, consultation or request from a data subject regarding the processing of Customer Personal Data (including, without limitation, any request for access, rectification, deletion, portability or restriction of processing of Customer Personal Data).

UKG shall only transfer Customer Personal Data to another jurisdiction in accordance with the terms of the LGPD, and UKG shall offer guarantees and compliance aligned with the regime of data protection provided in the LGPD for any transfer of Personal Data outside of Brazil.