

## TERMS AND CONDITIONS

1. **Services.** Pursuant to this Agreement, Handshake shall offer Institution, other Institutions, student end users, and certain employers, during the Term, “**Services**” including the user-facing application commonly known as “Handshake” and other software tools for the management and optimization of career services functions, recruiting, and campus employment search, messaging and recruiting-related correspondence, placement tracking and usage analysis, related support and training, related payment processing functions, reporting, data analysis, optimization, and certain other functionality or services (including application programming interface services) as may be developed from time to time by Handshake and made available to Institution and other clients of Handshake on a subscription basis, in each case subject to updates, additional feature integrations, and other modifications by Handshake. To the extent Institution elects to receive, and satisfies any applicable payment obligations for, Additional Services as set forth on the cover page of this Agreement, such Additional Services shall be deemed a part of the Services provided hereunder; *provided* that Payment Services and Service Level Agreements are available only pursuant to a duly-executed addendum to this Agreement relating to such Additional Service. Handshake will cooperate with the Institution to effect the integration of the Services with the Institution's existing information technology infrastructure. If Institution elects to receive Reporting on the cover page of this Agreement, Institution acknowledges and agrees that Handshake and other software services providers will conduct analyses on the Institution Data in order to produce the reports for Institution (including to deliver and display reports to Institution), all of which shall constitute “Services” hereunder.

2. **Fees.** Institution shall pay to Handshake (i) as of the First Payment Date, the Total Initial Payment and (ii) upon each anniversary of the First Payment Date during the Term, the Annual Subscription Fee. Each Party shall be responsible for any taxes levied against it in connection with the provision or receipt of the Services.

a. **Invoices.** No less than three (3) business days prior to the Initial Payment Date (unless otherwise agreed in writing by the Parties), the Institution shall provide Handshake with billing contact and account information necessary to generate an invoice for the Services. Handshake will, prior to the First Payment Date, provide the initial invoice for Services as well as any subsequent annual invoices, each of which shall specify the applicable due date. Payment on all invoices under this Agreement are due net 45 of the invoice date.

b. **Expenses.** In the event that Handshake incurs, upon the request of and prior approval by the Institution, any additional expenses in performance of the Services, (a) Handshake will, within thirty days of the end of the calendar month in which an expense was incurred, transmit an invoice detailing such expenses with documentation of any expense over twenty-five dollars (\$25) to Institution, and (b) Institution shall remit payment in the amount of such expenses to Handshake within thirty (30) days of its receipt of such invoice.

c. **Payment Processing.** Payments under this Agreement may be made by check or ACH transfer as directed by Handshake or as otherwise agreed by the Parties. If Handshake requests to receive payment via credit card, direct deposits, or any non-paper currency from an automated payment processor on behalf of Institution, Institution shall ensure that the automated payment processor it selects to make payment is acceptable to Handshake. Institution agrees that Handshake may verify such payment, using the services of an additional vendor (such as a credit processing company or escrow service). Institution will comply with any reasonable Handshake instructions in connection with transmitting payment, including, without limitation, the time, amount, and form of such payment. Institution will not be charged any fees or costs relating to its use of the automated payment processor.

**3. Confidential Information.** During the Term of this Agreement, each Party may receive and otherwise be exposed to confidential and proprietary information relating to the other Party's business practices, strategies, designs, technologies and other matters. Such confidential and proprietary information may include, but is not limited to: (i) Handshake's marketing and customer support strategies; (ii) a Party's financial information, including sales, costs, profits and pricing methods, a Party's internal organization, employee and consultant information (including the terms of this Agreement), customer lists, designs, artwork, graphics, copy, marketing plans or proposals, content, trade secrets, technology, including discoveries, ideas, inventions, media, research and development efforts, processes, source or object code, hardware/software design and maintenance tools, samples, formulae, methods, knowhow, and all copies, derivatives, summaries, extracts, improvements and enhancements to any of the above which are created or developed by either Party; (iii) information of third parties as to which either Party has an obligation of confidentiality; and (iv) any other non-public material or information relating to a Party which it discloses or makes available to the other Party, whether or not marked as "confidential" or "proprietary" (all of the foregoing collectively referred to as "**Confidential Information**"). Institution Data (including FERPA-governed data) shall constitute Confidential Information under this Agreement unless and/or until the underlying facts of such data are related to a Claimed Account, at which point the obligation of confidentiality with respect to that fact pursuant to this Agreement shall expire and be replaced by the obligations of the applicable terms of use agreed to in claiming the Claimed Account. For the avoidance of doubt, Confidential Information does not include the deliverables hereunder, except to the extent that such deliverables contain Confidential Information. However, as between Institution and Handshake, all Institution Data shall be deemed Confidential Information.

**a. Restrictions on Use and Disclosure.** The Parties acknowledge the confidential nature of the Confidential Information, and agree that the Confidential Information is the sole and exclusive property of the Party with whom it originates (the "Disclosing Party"). Accordingly, the Party receiving the Confidential Information (the "non-Disclosing Party") agrees (i) not to use the Confidential Information except in the performance of this Agreement, (ii) not to disclose all or any part of the Confidential Information in any form to any third party, either during or after the term of this Agreement, without the prior written consent of the Disclosing Party, (iii) to use commercially reasonable care (but in no case less care than such Party uses to protect its own Confidential Information) to prevent the disclosure of the Confidential Information and (iv) to disclose the Confidential Information to its own employees, contractors, subcontractors and agents solely as necessary to perform its obligations under this Agreement.

**b. Exceptions.** Either Party's obligations under this Section 3 shall terminate with respect to any particular information which (i) the non-Disclosing party lawfully knew prior to Disclosing Party's first disclosure to the non-Disclosing Party, (ii) a third party rightfully disclosed to the non-Disclosing Party free of any confidentiality duties or obligations, (iii) that the Parties mutually agreed would not be subject to the confidentiality obligations set forth in this Agreement or (iv) is, or through no fault of the non-Disclosing Party has become, generally available to the public. Upon termination of this Agreement for any reason, including expiration of the Term, each Party agrees to cease using and if requested by the Disclosing Party, to return to the Disclosing Party all whole and partial copies and derivatives of the Confidential Information, whether in its possession or under its reasonable control. Unless expressly provided in this Agreement, each Party recognizes and agrees that (a) nothing contained in this Agreement shall be construed as granting it any property rights, by license or otherwise, to any Confidential Information, or to any invention or any patent, copyright, trademark or other intellectual property right that has issued or that may issue, based on the Disclosing Party's Confidential Information and (b) that neither Party shall make, have made, use or sell for any purpose any product or service or other item using, incorporating or derived from any Confidential Information, nor make any filings or registrations

based on the receipt or use of the Information, absent separate written approval of the Disclosing Party.

c. Required Disclosure. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order will first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (ii) to establish a Party's rights under this Agreement, including to make such court filings as it may be required to do.

d. Security Breach Procedures. If Handshake discovers or is notified of a breach or potential breach of security relating to Institution Confidential Information or Institution Content, Handshake shall promptly: (1) notify Institution of such breach or potential breach without unreasonable delay and in no case later than five (5) calendar days after discovery of the potential breach, (2) in consultation with Institution, investigate and remediate such breach or potential breach at least to the extent required by law, (3) if the breach or potential breach resulted from a failure or weakness in systems or procedures that were Handshake's responsibility, provide Institution with satisfactory assurances that the breach or potential breach will not recur, and (4) to the extent that the breach or potential breach resulted from acts or omissions of Handshake, Handshake shall be responsible for all costs reasonably determined to be incurred by Institution or Handshake in connection with the foregoing activities. Handshake shall cooperate fully to assist Institution in: (1) identifying individuals potentially affected by the breach; (2) conducting any risk assessment required by applicable law; and (3) providing any notifications required by applicable law. If the Parties, acting reasonably, determine that establishment of a toll-free telephone contact number is necessary to handle inquiries relating to the breach, and requests Handshake to provide staffing to respond to calls to the toll-free number, Handshake shall provide the requested staffing at its cost.

**4. Licenses.** Handshake is and shall remain the sole owner of the Services. Handshake hereby grants to Institution a non-exclusive, non-transferable, non-sublicensable, fully paid-up, royalty-free, personal, worldwide license to use the Services during the Term for its own benefit and the benefit of its current and former students. Institution hereby grants to Handshake a non-exclusive, non-transferable, non-sublicensable, fully paid-up, royalty-free, worldwide license (i) to use the Institution's name and logo for the purpose of identifying that students or demographics relate to or are enrolled in the Institution (for example, to allow employers to search for candidates who are students of Institution), to effect presentations to the Handshake's Board of Directors, investors, or potential investors may mention that Institution is a client of Handshake, and to identify Institution as a user of Handshake and (ii) to use, copy modify, reproduce, display, and distribute Institution Data for the purpose of providing the Services.

**5. Term and Termination; Renewal.** This Agreement shall commence upon the Effective Date, which shall be the date on which this Agreement has been executed by both Parties, and will continue until this Agreement is terminated in accordance with this Section 5 (the "Term"). The Term shall extend for a minimum of one (1) year from the Initial Payment Date and shall automatically renew for subsequent one-year terms (each, a "Renewal Term") unless terminated in accordance with this Section.

a. Termination. Either Party may terminate this Agreement (i) in the event of a material breach of the Agreement by the other Party that is not cured within thirty (30) days of written notice to the allegedly-breaching Party of such breach or (ii) immediately upon written notice prior to the First Payment Date. Institution may terminate this Agreement effective at the conclusion of

the Initial Term or any Renewal Term by providing sixty (60) days prior written notice of its intent to terminate prior to the end of the then-current Term. Handshake may, but is not obligated to, terminate this Agreement in the event any payments due hereunder are overdue by more than thirty (30) days.

b. ***Effect of Termination.*** Upon the termination of this Agreement, Institution shall be obligated to make any payments for Services rendered prior to the effective date of termination on a *pro rata* basis and pay any expense subject of an invoice as described in Section 2(a) above. The provisions of this Agreement relating to Confidential Information, Term and Termination, Indemnification, Limitation of Liability and the “General” section of this Agreement shall survive any termination or expiration of this Agreement. Institution may request, upon the effective date of any termination hereof or within thirty (30) days thereafter, that Handshake return or destroy any Institution Content in the form uploaded by employees of Institution; *provided* that Handshake shall not be obligated to delete the accounts or information relating to Claimed Accounts (defined below), nor otherwise remove the byproducts of processing such data during provision of the Services (i.e., de-identified log data).

## 6. **Institution Data.**

a. **Privacy and Protection of Student Data.** Institution may provide, in connection with its use of the Services, certain data regarding its past, current, or future students to prepare for adoption of accounts by students (“**Institution Data**”). Except in connection with the maintenance, operation, and initialization of the Services, including to pre-provision accounts, Handshake shall not make available Institution Data for review by other users of the Services (including employers) unless and until an individual claims an account by consenting to the Handshake product Terms of Service (such an account, a “**Claimed Account**”). To the extent Institution engages any Additional Services, Institution agrees that Handshake shall be permitted to use Institution Data for the purpose of providing the Additional Services. Institution shall be responsible for obtaining any consent from third parties (including students) required to grant the licenses to Institution Data for use in the Services as described herein and otherwise perform its obligations under this Agreement.

b. **Limitations on Personal Data Collection.** Institution agrees that it is prohibited from using Handshake to collect personally identifiable user data other than Institution Data using the Handshake Service, including but not limited to personally identifiable data as defined by the PCI Standards (including CVC or CVV2). You assume all responsibility for any data entered into the Services in violation of this agreement.

c. **EU Data Subject Disclosure.** In connection with sending Institution Data to Handshake, Institution shall identify and disclose to Handshake any past, current, or future Institution student who may use the Services and is or might reasonably be believed to be a resident of the European Union or otherwise be deemed to be a “data subject” for the purposes of the EU General Data Protection Regulation (GDPR). Any information disclosed pursuant to this paragraph shall be deemed to be Institution Data and Confidential Information.

d. **Data Processing Agreement.** Institution and Handshake agree to abide by the terms and conditions of the Data Processing Agreement set forth in Exhibit C.

e. **Claiming Accounts.** Institution acknowledges and agrees that Handshake users (including students) may individually consent to certain uses of their personal information and other information gathered through their use of Handshake beyond the subject matter of this

Agreement in connection with a Claimed Account, and that any such consent will supersede restrictions placed on Handshake's use of such information in this Agreement. Further, where Handshake has obtained end-user consent to sharing or processing of personal information, or where the disclosure, use, or processing would otherwise qualify for an exception to the restrictions contained in the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99), including through de-identification, any data use limitations otherwise applicable to information obtained by Handshake in the course of performing this Agreement (excluding the express confidentiality obligations of the Parties hereunder) shall not apply.

**7. Independent Contractors.** Handshake's relationship with Institution will be that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture or employer-employee relationship between the Parties. Handshake is not the agent of Institution and is not authorized to make any representation, contract or commitment on behalf of Institution. Handshake will not be entitled to any of the benefits which Institution may make available to its employees, such as group insurance, profit-sharing or retirement benefits. Handshake will be solely responsible for all tax returns and payments required to be filed with or made to any federal, state or local tax authority with respect to Handshake's performance of services and receipt of fees under this Agreement.

**8. Indemnification.** Each party (the "**Indemnifying Party**") shall indemnify and defend the other Party (the "**Indemnified Party**") and its trustees, officers, directors, employees, faculty, agents and affiliates from and against any and all third party claims, demands, suits, fees, judgments, damages, losses, costs and expenses (collectively, "**Claims**"), including reasonable attorneys' fees and costs incurred in responding to such Claims, that the Indemnified Party may suffer or incur proximately caused by: (i) Indemnifying Party's gross negligence or willful misconduct; (ii) Indemnifying Party's breach of this Agreement; (iii) any claim that content or services provided to the Indemnified Party by the Indemnifying Party infringes or violates any patent, copyright, trademark, or other intellectual property right of a third party or misappropriates any trade secret. If any portion of the Services becomes, or in Handshake's opinion is likely to become, the subject of a claim of infringement, Handshake shall, at Handshake's option, either: (i) procure for Institution the right to continue using the Services; (ii) replace the Services with non-infringing services which do not materially impair the functionality of the Services; or (iii) modify the Services so that they become non-infringing. If the foregoing options are not available on commercially reasonable terms and conditions, Institution shall have the option to terminate this Agreement or the applicable SOW and receive a refund of any fees actually prepaid by Institution to Handshake for the remainder of the Term then in effect, and, upon such termination, Institution will immediately cease all use of the affected Services. To the extent the obligations of this Section 8 would violate any state or federal laws regarding sovereign immunity, such obligations shall not apply to the Parties' performance under this Agreement.

**9. Warranty Disclaimer.** EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH HEREIN, HANDSHAKE MAKES NO ADDITIONAL REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, (EITHER IN FACT OR BY OPERATIONS OF LAW) BY STATUTE OR OTHERWISE, TO INSTITUTION, AND END-USER, OR ANY OTHER PARTY WHATSOEVER. HANDSHAKE SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF TITLE, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, SECURITY, NON-INFRINGEMENT AND THOSE ARISING OUT OF THE COURSE OF DEALINGS OR USAGE IN TRADE. HANDSHAKE DOES NOT WARRANT THAT ANY SERVICES WILL BE SECURE OR UNINTERRUPTED. HANDSHAKE HAS NO CONTROL OVER, AND EXPRESSLY DISCLAIMS ANY LIABILITY ARISING OUT OF OR BASED UPON INSTITUTION'S USE OF THE SERVICES. Notwithstanding the foregoing, Handshake will provide customer support for use of the Services over the phone or email as expressly described in this Agreement.

**10. Limitation of Liability.** EXCEPT FOR INDEMNIFICATION OBLIGATIONS AND LIABILITIES UNDER SECTION 8 (INDEMNIFICATION), OR BREACHES OF CONFIDENTIALITY OBLIGATIONS (COLLECTIVELY, THE “**EXCLUDED ITEMS**”), TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY LOST PROFITS OR FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT DAMAGES OF ANY KIND, INCLUDING THOSE ARISING AS A DIRECT OR INDIRECT RESULT OF THE ACTIONS OF A PARTY OR ONE OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, PARTNERS, OR CONSULTANTS WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE, AND REGARDLESS OF WHETHER SUCH PARTY HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR THE EXCLUDED ITEMS, EITHER PARTY’S MAXIMUM AGGREGATE LIABILITY FOR ANY DAMAGES CLAIM REGARDING THIS AGREEMENT SHALL NOT EXCEED THE LESSER OF (i) THE AGGREGATE AMOUNT PAID BY INSTITUTION TO HANDSHAKE HEREUNDER DURING THE TWELVE (12) MONTHS PRECEDING THE CLAIM OR (ii) \$500,000. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE FOREGOING LIMITATIONS OF LIABILITY ARE AN ESSENTIAL ELEMENT OF THE AGREEMENT BETWEEN THE PARTIES AND THAT IN THEIR ABSENCE THE ECONOMIC TERMS OF THIS AGREEMENT WOULD BE SUBSTANTIALLY DIFFERENT. Handshake does not exclude liability to the extent that such liability may not be excluded or limited by law.

**11. General.** Handshake may name Institution as its client publicly and, with Institution’s prior approval (not to be unreasonably withheld) may use Institution’s logo on its website and in other publicity. Each Party agrees that it is an independent contractor, and that no joint venture, partnership, employment or agency relationship exists between the Parties as a result of this Agreement. Each Party may only access and use the other Party’s intellectual property as expressly set forth herein. Nothing in this Agreement shall be construed in any manner to affect or modify either Party’s ownership rights in any pre-existing or future works, trademarks, copyrights or technologies developed or created by either Party. This Agreement shall be governed by the applicable California laws, without regard to its conflict of laws rules. As used in this Agreement, the term “including” and variations thereof shall mean “including without limitation.” Neither Party will assign this Agreement in whole or in part to any third party without the prior written consent of the other Party; *provided, however*, either Party may assign the Agreement without such consent (i) to any subsidiary or parent company of such Party, (ii) to any successor by way of merger, consolidation or other corporate reorganization of such Party or (iii) in connection with the sale of all or substantially all of the assets of such Party or to an entity that assumes, by sale, license or otherwise, the business activities that are the subject of this Agreement, provided that such subsidiary or parent company or successor assumes or is otherwise fully bound by all of the obligations of the assigning Party under the Agreement. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws in effect during the Term of this Agreement, that provision will be fully severable. This Agreement will be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof, and the remaining provisions will remain in full force and effect and will not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement and they shall be construed to the extent of their enforceability in light of the Parties’ mutual intent. The rights and obligations of the parties under this Agreement shall be governed in all respects by the laws of the State of California without regard to conflict of law provisions. Institution agrees that, upon Handshake’s request, all disputes arising hereunder shall be adjudicated in the state and federal courts having jurisdiction over disputes arising in San Francisco County, California, and Institution hereby consents to the personal jurisdiction of such courts. This Agreement has been prepared with the participation of each Party with advice from legal counsel and will not be strictly construed against either Party. Each Party acknowledges that it has consulted with or had the opportunity to consult with counsel of its choice, and that in executing this Agreement it has not relied upon any statements, representations or agreements other than those expressly contained herein. All notices, requests, consents and other communications which are required or permitted under this Agreement shall be in writing, and shall be delivered personally or mailed by certified

or registered mail, postage prepaid, return receipt requested (in which case the same shall be deemed given three business days after mailing), or sent by email or fax (in which case it shall be deemed given on the next business day after it is transmitted), at the addresses listed on the first page of this Agreement. This Agreement may be executed in multiple counterparts, each of which shall constitute one and the same instrument, including by electronic signature. This Agreement, together with the Exhibits attached hereto, is the complete and exclusive agreement between the parties with respect to the subject matter hereof, superseding and terminating any prior or contemporaneous agreements and communications (written and oral) regarding its subject matter. This Agreement may only be modified or any rights under it waived by a writing executed by both parties. This Agreement is solely on behalf of and for the benefit of the undersigned Parties. There are no intended third party beneficiaries to this Agreement.

## Exhibit A

### Implementation Services Description

#### Overview

Handshake provides a Relationship Manager who will work with your office leaders on how Handshake can help you achieve your strategic goals and increase your staff competence with the platform capabilities. This Implementation Service is delivered remotely.

Career Center staff can rely on the Relationship Manager for scheduled meetings, planning assistance and mentoring in coordination with Handshake project teams, including hands-on design of the University's solution implementation.

**“Kickoff Meeting Date”** means the day both parties begin technical effort toward implementation of the subscription.

**“Launch Date”** means the day the Handshake service is live for University students, subject to timely response and cooperation from University.

#### Approach

An implementation typically has the following elements:

- Introductory meeting
- Kickoff meeting
- Pre-Employer launch meeting
- Pre-student launch meeting
- Continuous online training through Handshake Academy

#### Handshake Responsibilities:

- Assign a Relationship Manager
- Coordinate 4 implementation meetings
- Notify customer immediately if there is an expected change in implementation effort and/or adjusted timelines are needed due to Handshake product changes
- Provide an online learning platform (Handshake Academy) for the customer
- Provide guidelines for data formatting and preparation in advance of the Kickoff Meeting Date

#### Customer Responsibilities:

- Ensure that data is formatted correctly, finalized and readily available by date of project Kickoff Meeting Date
- Ensure that IT personnel knowledgeable about the integrating system are available to meet with Handshake as reasonably necessary to complete implementation on time



- Prepare and engage, as needed, appropriate IT resources to resolve issues that Handshake identifies in the customer's environment as blockers for implementation (in most cases, these are rare)

### **Travel and Expense**

While not required, if there is any mutually agreed on-site work or training, Handshake reserves the right to bill a flat rate of \$1,750 per day for staff which includes all travel costs.

### **Deliverables and Action Items**

#### Student Launch

- Student export received from Registrar (data fields will be suggested by Handshake but chosen in University's discretion)
- Single-Sign-On (SSO) configured
- Handshake email set to safelist (i.e., set as a permitted sender in University's email systems)

#### Employer Launch (4 weeks before Launch Date)

- Employer contacts received (data fields will be suggested by Handshake but chosen in University's discretion)

### **Project Hours**

- Handshake will engage with University personnel during normal working hours.
- Handshake understands that occasions arise during customer engagements that may require additional work. Any additional work required to complete the services specified in the agreement must be mutually agreed to in writing as a formal amendment to this agreement detailing the estimated # of hours, hourly rate, total and effect on launch date. Handshake does not generally require additional hours for implementation when the University team is responding and coordinating promptly.

### **Scope of Work**

The scope of the Implementation Service is limited to the specific elements listed above. Should the customer wish to expand the engagement, Handshake will create a separate Statement of Work ("SOW") signed by authorized representatives of each party to outline the process, timeline and requirements for the additional implementation-related Services. Handshake will provide such Services specified in the SOW on a Time and Materials basis.

Additional services may include:

- Data Manipulation
- IT Consult
- Project Management



## Exhibit B

### Support Service Levels

This Service Level Agreement (“SLA”) is entered into by Handshake and Institution **and forms a part of the Agreement** between the parties]. This SLA sets forth the levels of availability and support to which Institution is entitled as a component of the Services described in the Agreement.

1. **Definitions.**
  - a. **“Total Time”** means the number of available minutes in any given calendar month, excluding Scheduled Downtime.
  - b. **“Lost Time”** means the number of minutes in a given calendar month that the Services are entirely unavailable to the Institution. Lost Time shall commence upon notification by the Institution to the Vendor’s specified Service dispatch of a fault condition that prevents full utilization of the services and shall end when the Services are reinstated for the Institution.
  - c. **Uptime. “Uptime”** is defined as the period during which the Services are available to Institution, excluding any Scheduled Downtime, in any given month during the Term of the Agreement. Uptime is measured monthly to the nearest minute based on Total Time, excluding minutes associated with Scheduled Downtime. The minimum acceptable level of Uptime for the Services (**“Uptime Commitment”**) shall be 99% as determined by the following formula:  $Uptime = (Total\ Time - Lost\ Time) / Total\ Time \times 100\%$ .
2. **Scheduled Downtime.** Upon 24 hours notice to the Institution, Handshake may perform maintenance, updates, and other similar functions that may make the Services temporarily unavailable (**“Scheduled Downtime”**).
3. **Failure to Meet Uptime.** In the event that the Services are not delivered in satisfaction of the Uptime Commitment of 99% for two consecutive months, Handshake will issue **“Credits”** that will be applied to the subsequent monthly fee payable by Institution. Credits may be used solely as deductions from future bills for the Services. The amount of Credit shall be, solely in months where Handshake has not satisfied the Uptime Commitment, equal to:  $Credit\ Amount\ in\ \$ = (Total\ monthly\ bill\ for\ Services\ failing\ to\ meet\ the\ Uptime\ Commitment) \times (the\ difference\ between\ 99\% \text{ and the actual Uptime percentage in that month})$ . Institution acknowledges and agrees that any disaster recovery processes must be performed in accordance with, and are subject to, the terms and conditions applicable to Handshake’ by virtue of its relationships and contractual arrangement with its cloud services provider. This SLA and the uptime guarantees set forth herein shall not apply:
  - To equipment, software, or services other than the Services (as defined in the Agreement).
  - To use of the Services in any manner other than as contemplated by the Agreement.
  - To the extent the Institution has prevented Handshake from performing maintenance or updates.
  - In the event of the Institution's breach of the Agreement.
  - In the event of Force majeure (as defined in the Agreement or by usage in the software industry).
4. **Support.** Handshake shall provide online and telephonic support Monday – Friday, between 8am EST to 8pm EST (**“Support Hours”**), via (i) emails or (ii) phone, commensurate with the Tier selection on the cover page of this Agreement.

**Exhibit C**  
**HANDSHAKE DATA PROCESSING AGREEMENT**  
**FOR INSTITUTIONS**

This Data Processing Agreement (the “DPA”), entered into by the Institution identified in the applicable agreement for Handshake services (“Institution”) and Handshake, Inc. (“Handshake”), governs the processing of personal data that Institution uploads to or otherwise provides Handshake in connection with the services and the processing of any personal data that Handshake uploads or otherwise provides to Institution in connection with the services.

This DPA is incorporated into the relevant services agreement attached to or incorporated by reference into the ordering document previously executed by Institution, referred to generically in this DPA as the “Handshake Contract”. Collectively, the DPA, the Handshake Contract, and any additional documents applicable to the Handshake Contract are referred to in this DPA as the “Agreement”. In the event of any conflict or inconsistency between any of the terms of the Agreement, the provisions of the following documents (in order of precedence) shall prevail: (a) this DPA; (b) the Handshake Contract; and (c) the applicable documents to the Handshake Contract. Except as specifically amended in this DPA, the Handshake Contract and applicable documents remain unchanged and in full force and effect.

## **1. DEFINITIONS**

“Student Personal Data” means Personal Data that Institution uploads or otherwise provides Handshake in connection with its use of the Handshakes Services and which the Institution has identified or tagged as related to an EU data subject. “Student Personal Data” does not include “Claimed Account Data.”

“Claimed Account Data” means any Personal Data associated with an account at the time the student user claims the account by consenting to the Handshake product Terms of Service and for which Handshake is the Data Controller.

“Data Controller” means Institution.

“Data Processor” means Handshake.

“Data Protection Requirements” means the Directive, the General Data Protection Regulation, Local Data Protection Laws, any subordinate legislation and regulation implementing the General Data Protection Regulation, and all Privacy Laws.

“Directive” means the EU Data Protection Directive 95/46/EC (as amended).

“EU Personal Data” means Personal Data the sharing of which pursuant to this Agreement is regulated by the Directive, the General Data Protection Regulation and Local Data Protection Laws.

“General Data Protection Regulation” means the European Union Regulation on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.

“Local Data Protection Laws” means any subordinate legislation and regulation implementing the Directive or the General Data Protection Regulation which may apply to the Agreement.

“Personal Data” means information about an individual that (a) can be used to identify, contact or locate a specific individual, including data that Institution chooses to provide to Handshake related to current students and alumni; (b) can be combined with other information that can be used to identify, contact or locate a specific individual; or (c) is defined as “personal data” or “personal information” by applicable laws or regulations relating to the collection, use, storage or disclosure of information about an identifiable individual.

“Personal Data Breach” means any accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Student Personal Data.

“Privacy Laws” means all applicable laws, regulations, and other legal requirements relating to (a) privacy, data security, consumer protection, marketing, promotion, and text messaging, email, and other communications; and (b) the use, collection, retention, storage, security, disclosure, transfer, disposal, and other processing of any Personal Data.

“Process” and its cognates mean any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

“Subprocessor” means any entity which provides processing services to Handshake in furtherance of Handshake’s processing on behalf of Institution.

“Supervisory Authority” means an independent public authority which is established by a European Union member state pursuant to Article 51 of the General Data Protection Regulation.

## **2. NATURE OF DATA PROCESSING**

Each party agrees to process Personal Data received under the Agreement only for the purposes set forth in the Agreement. For the avoidance of doubt, the categories of Personal Data processed and the categories of data subjects subject to this DPA are described in Schedule A to this DPA.

## **3. COMPLIANCE WITH LAWS**

The parties shall each comply with their respective obligations under all applicable Data Protection Requirements.

## **4. INSTITUTION OBLIGATIONS**

Institution agrees to:

4.1 Provide instructions to Handshake and determine the purposes and general means of Handshake’s processing of Student Personal Data in accordance with the Agreement; and

4.2 Comply with its protection, security and other obligations with respect to Student Personal Data prescribed by Data Protection Requirements for data controllers by: (a) establishing and maintaining a procedure for the exercise of the rights of the individuals whose Student Personal Data are processed on behalf of Institution; (b) processing

only data that has been lawfully and validly collected and ensuring that such data will be relevant and proportionate to the respective uses; and (c) ensuring compliance with the provisions of this Agreement by its personnel or by any third-party accessing or using Student Personal Data on its behalf.

## 5. HANDSHAKE OBLIGATIONS

5.1 Processing Requirements. Handshake will:

- a. Process Student Personal Data (i) only for the purpose of providing, supporting and improving Handshake's services (including to provide insights and other reporting), using appropriate technical and organizational security measures; and (ii) in compliance with the instructions received from Institution. Handshake will not use or process the Student Personal Data for any other purpose. Handshake will promptly inform Institution in writing if it cannot comply with the requirements under Sections 5-8 of this DPA, in which case Institution may terminate the Agreement or take any other reasonable action, including suspending data processing operations;
- b. Inform Institution promptly if, in Handshake's opinion, an instruction from Institution violates applicable Data Protection Requirements;
- c. If Handshake is collecting Student Personal Data from individuals on behalf of Institution, follow Institution's instructions regarding such Student Personal Data collection (including with regard to the provision of notice and exercise of choice);
- d. Take commercially reasonable steps to ensure that (i) persons employed by it and (ii) other persons engaged to perform on Handshake's behalf comply with the terms of the Agreement;
- e. Ensure that its employees, authorized agents and any Subprocessors are required to comply with and acknowledge and respect the confidentiality of the Student Personal Data, including after the end of their respective employment, contract or assignment;
- f. If it intends to engage Subprocessors to help it satisfy its obligations in accordance with this DPA or to delegate all or part of the processing activities to such Subprocessors, (i) obtain the prior written consent of Institution to such subcontracting, such consent to not be unreasonably withheld; (ii) remain liable to Institution for the Subprocessors' acts and omissions with regard to data protection where such Subprocessors act on Handshake's instructions; and (iii) enter into contractual arrangements with such Subprocessors binding them to provide the same level of data protection and information security to that provided for herein; and
- g. Upon request, provide Institution with a summary of Handshake's privacy and security policies.

5.2 Notice to Institution. Handshake will inform Institution if Handshake becomes aware of:

- a. Any non-compliance by Handshake or its employees with Sections 5-8 of this DPA or the Data Protection Requirements relating to the protection of Student Personal Data processed under this DPA;
- b. Any legally binding request for disclosure of Student Personal Data by a law enforcement authority, unless Handshake is otherwise forbidden by law to inform Institution, for example to preserve the confidentiality of an investigation by law enforcement authorities;

- c. Any notice, inquiry or investigation by a Supervisory Authority with respect to Student Personal Data; or
- d. Any complaint or request (in particular, requests for access to, rectification or blocking of Student Personal Data) received directly from data subjects of Institution. Handshake will not respond to any such request without Institution's prior written authorization.

5.3 Assistance to Institution. Handshake will provide reasonable assistance to Institution regarding:

- a. Any requests from Institution data subjects in respect of access to or the rectification, erasure, restriction, portability, blocking or deletion of Student Personal Data that Handshake processes for Institution. In the event that a data subject sends such a request directly to Handshake, Handshake will promptly send such request to Institution;
- b. The investigation of Personal Data Breaches and the notification to the Supervisory Authority and Institution's data subjects regarding such Personal Data Breaches; and
- c. Where appropriate, the preparation of data protection impact assessments and, where necessary, carrying out consultations with any Supervisory Authority.

5.4 Required Processing. If Handshake is required by Data Protection Requirements to process any Student Personal Data for a reason other than providing the services described in the Agreement, Handshake will inform Institution of this requirement in advance of any processing, unless Handshake is legally prohibited from informing Institution of such processing (e.g., as a result of secrecy requirements that may exist under applicable EU member state laws).

5.5 Security. Handshake will:

- a. Maintain appropriate organizational and technical security measures (including with respect to personnel, facilities, hardware and software, storage and networks, access controls, monitoring and logging, vulnerability and breach detection, incident response) to protect against unauthorized or accidental access, loss, alteration, disclosure or destruction of Student Personal Data;
- b. Be responsible for the sufficiency of the security, privacy, and confidentiality safeguards of all Handshake personnel with respect to Student Personal Data and liable for any failure by such Handshake personnel to meet the terms of this DPA;
- c. Take reasonable steps to confirm that all Handshake personnel are protecting the security, privacy and confidentiality of Student Personal Data consistent with the requirements of this DPA; and
- d. Notify Institution of any Personal Data Breach by Handshake, its Subprocessors, or any other third-parties acting on Handshake's behalf without undue delay and in any event within 48 hours of becoming aware of a Personal Data Breach.

## **6. AUDITS**

6.1 Supervisory Authority Audit. If a Supervisory Authority requires an audit of the data processing facilities from which Handshake processes Student Personal Data in order to ascertain or monitor Institution's compliance with Data Protection Requirements, Handshake will cooperate with such audit. Institution is responsible for all costs and fees related to such audit, including all reasonable costs and fees for any and all time Handshake expends for any such audit, in addition to the rates for services performed by Handshake.

6.2 Audits. Handshake must, upon Institution's request (not to exceed one request per calendar year), certify compliance with Sections 5-8 of this DPA in writing. If the written response does not provide, in Institution's reasonable judgment, sufficient information to confirm Handshake's compliance with the terms of this DPA, then Institution or an accredited third-party audit firm agreed to by both Institution and Handshake may audit Handshake's compliance with the terms of this DPA during regular business hours, with reasonable advance notice to Handshake and subject to reasonable confidentiality procedures. Institution is responsible for all costs and fees related to such audit, including all reasonable costs and fees for any and all time Handshake expends for any such audit, in addition to the rates for services performed by Handshake. Before the commencement of any such audit, Institution and Handshake shall mutually agree upon the scope, timing, and duration of the audit. Institution shall promptly notify Handshake with information regarding any non-compliance discovered during the course of an audit. Institution may not audit Handshake more than once annually.

## **7. DATA TRANSFERS**

For transfers of EU Personal Data to Handshake for processing by Handshake in a jurisdiction other than a jurisdiction in the EU, the EEA, or the European Commission-approved countries providing 'adequate' data protection, Handshake agrees it will (a) provide at least the same level of privacy protection for EU Personal Data as required under the U.S.-EU and U.S.-Swiss Privacy Shield frameworks. If Handshake is unable or becomes unable to comply with these requirements, then EU Personal Data will be processed and used exclusively within the territory of a member state of the European Union and any movement of EU Personal Data to a non-EU country requires the prior written consent of Institution. Handshake shall promptly notify Institution of any inability by Handshake to comply with the provisions of this Section 7.

## **8. DATA RETURN AND DELETION**

The parties agree that on the termination of the data processing services or upon Institution's reasonable request, Handshake shall, and shall cause any Subprocessors to, at the choice of Institution, return all the Student Personal Data and copies of such data to Institution or securely destroy them and demonstrate to the satisfaction of Institution that it has taken such measures, unless Data Protection Requirements prevent Handshake from returning or destroying all or part of the Student Personal Data disclosed. In such case, Handshake agrees to preserve the confidentiality of the Student Personal Data retained by it and that it will only actively process such Student Personal Data after such date in order to comply with applicable laws.

## **9. CONTROLLER-TO-CONTROLLER SCENARIOS**

Each party will, to the extent that it, along with the other party, acts as data controller, as the term is defined in applicable Data Protection Requirements, with respect to Personal Data, reasonably cooperate with the other party to enable the exercise of data protection rights as set forth in the General Data Protection Regulation and in other Data Protection Requirements. Where both parties each act as data controller with respect to Personal Data, and the transfer of data between the parties results in a transfer of EU Personal Data to a jurisdiction other than a jurisdiction in the EU, the EEA, or the European Commission-approved countries providing 'adequate' data protection, each party agrees it will provide at least the same level of privacy protection for EU Personal Data as required under the



U.S.-EU and U.S.-Swiss Privacy Shield frameworks. The parties acknowledge and agree that each is acting independently as Data Controller with respect of Personal Information and the parties are not joint controllers as defined in the General Data Protection Regulation.

## **10. THIRD PARTY DATA PROCESSORS**

Institution acknowledges that in the provision of some services, Handshake, on receipt of instructions from Institution, may transfer Student Personal Data to and otherwise interact with third party data processors. Institution agrees that if and to the extent such transfers occur, Institution is responsible for entering into separate contractual arrangements with such third party data processors binding them to comply with obligations in accordance with Data Protection Requirements. For avoidance of doubt, such third party data processors are not Subprocessors.

## **11. TERM**

This DPA shall remain in effect as long as Handshake carries out Personal Data processing operations on behalf of Institution or until the termination of the Handshake Contract (and all Personal Data has been returned or deleted in accordance with Section 8 above).

## **12. GOVERNING LAW, JURISDICTION, AND VENUE**

Notwithstanding anything in the Agreement to the contrary, this DPA shall be governed by the laws of California, and any action or proceeding related to this DPA (including those arising from non contractual disputes or claims) will be brought in San Francisco, California.

## **SCHEDULE A**

### **ANNEX B - DESCRIPTION OF THE TRANSFER**

1. Data Subjects. The personal data transferred concern the following categories of data subjects:

EU students attending the Institution and alumni students of the Institution located in the EU that is tagged as such by the Institution.

2. Purposes of the Transfer. The transfer is made for the following purposes:

To allow the Institution career center to maintain student and alumni records, to communicate with students and alumni, and to provide career center services to students and alumni.

3. Categories of Data. The personal data transferred concern the following categories of data:

The data transferred is the personal data provided by the data exporter to the data importer in connection with its use of Handshake's services, referred to as Student Personal Data in the Handshake Subscription Agreement. Such personal data may include first name, last name, email address, contact information, education and work history provided in resumes, student records and personal data provided by the Institution, and any notes provided by the data exporter regarding the foregoing.

4. Recipients. The personal data transferred may be disclosed only to the following recipients or categories of recipients:

Employees and other representatives of the data importer, who have a legitimate business purpose for the processing of such personal data;

Subprocessors, as per the Terms of this Agreement; and

Additional third parties, where the student provides consent for the sharing of their data.

5. Sensitive Data (if appropriate). The personal data transferred concern the following categories of sensitive data:

None.

6. Data Protection Registration Information of Data Exporter (where applicable).

None.

7. Additional Useful Information (storage limits and other relevant information).

The personal data transferred between the parties may only be retained for the period of time permitted under the Agreement. The parties agree that each party will, to the extent that it, along with the other party, acts as a data controller with respect to Personal Data, reasonably cooperate with the other party to enable the exercise of data protection rights as set forth in the Data Protection Requirements.

8. Contact Information. Contact points for data protection enquiries:

Data importer: Signatory to the Agreement between the parties