Exhibit A

Data Processing Addendum

This **Data Processing Addendum** is entered into as of the Agreement Effective Date by and between you ("**Customer**") and Pequity Inc. ("**Pequity**" or "**Supplier**").

1.   INTERPRETATION

1.1.   In this Data Processing Addendum the following terms shall have the meanings set out in this Paragraph 1, unless expressly stated otherwise:

(a)   "**Agreement Effective Date**" means the day You are accepting the Terms of Use or entering into this Data Processing Addendum with Pequity.

(b)   "**Agreement**" means the Terms of Use of Pequity website located at www.getpequity.com entered into by and between the parties.

(c)   "**Anonymised Data**" means any Customer Personal Data, which has been anonymised such that the Data Subject to whom it relates cannot be identified, directly or indirectly, by Supplier or any other party reasonably likely to receive or access that anonymised Personal Data.

(d)   "**CCPA**" means the California Consumer Privacy Act of 2018, as amended (Cal. Civ. Code §§ 1798.100 to 1798.199), and any related regulations or guidance provided by the California Attorney General.

(e)   "**Cessation Date**" has the meaning given in Paragraph 9.1.

(f)   "**Customer Personal Data**" means any Personal Data Processed by or on behalf of Supplier on behalf of Customer under the Agreement.

(g)   "**Data Subject Request**" means the exercise by Data Subjects of their rights under, and in accordance with, Chapter III of the GDPR, in respect of Customer Personal Data.

(h)   "**Data Subject**" means the identified or identifiable natural person to whom Customer Personal Data relates.

(i)   "**Delete**" means to remove or obliterate Personal Data such that it cannot be recovered or reconstructed, and "**Deletion**" shall be construed accordingly.

(j)   "**EEA**" means the European Economic Area.

(k)   "**EU GDPR**" means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016.

(l)   "**EU Restricted Transfer**" means a transfer of Personal Data to any person, which would be prohibited without a legal basis therefor under Chapter V of the EU GDPR.

(m)   "**EU Standard Contractual Clauses**" means the standard contractual clauses issued or approved by the European Commission from time-to-time for the transfer of Personal Data from Customer in the EEA to Supplier in the United States or in any other Restricted Countries.

(n)   "**GDPR**" means the UK GDPR and/or EU GDPR (as applicable), together with any applicable implementing or supplementary legislation in any member state of the EEA or the UK (including the UK Data Protection Act 2018). References to "**Articles**" and "**Chapters**" of, and other relevant defined terms in, the GDPR shall be construed accordingly.

(o)   "**Personnel**" means a person's employees, agents, consultants or contractors.

(p)   "**Relevant Body**", in the context of the UK and the UK GDPR, means the UK Information Commissioner's Office and/or UK Government (as and where applicable); and/or in the context of the EEA and EU GDPR, means the European Commission.

(q)   "Restricted Country":

    (i)   in the context of the UK, means a country or territory outside the UK; and

    (ii)   in the context of the EEA, means a country or territory outside the EEA (which shall, as and where applicable, be interpreted in line with Article FINPROV.10A(1) of the Trade and Cooperation Agreement between the EU and the UK),

that the Relevant Body has not deemed to provide an 'adequate' level of protection for Personal Data pursuant to a decision made in accordance with Article 45(1) of the GDPR.

(r)   "**Restricted Transfer**" means the disclosure, grant of access or other transfer of Personal Data to any person, which would be prohibited without a legal basis therefor under Chapter V of the GDPR.

(s)   "**Services**" means those services and activities to be supplied to or carried out by or on behalf of Supplier for Customer pursuant to the Agreement.

(t)   "**Standard Contractual Clauses**" means the EU Standard Contractual Clauses and/or UK Standard Contractual Clauses (as applicable).

(u)   "**Subprocessor**" means any third party appointed by or on behalf of Supplier to Process Customer Personal Data.

(v)   "**Supervisory Authority**" in the context of the UK and the UK GDPR, means the UK Information Commissioner's Office; and in the context of the EEA and EU GDPR, shall have the meaning given to that term in Article 4(21) of the EU GDPR.

(w)   "**UK GDPR**" means the EU GDPR as it forms part of UK law by virtue of section 3 of the European Union (Withdrawal) Act 2018, as amended (including by the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019).

(x)   "**UK Restricted Transfer**" means a transfer of Personal Data to any person, which would be prohibited without a legal basis therefor under Chapter V of the UK GDPR.

(y)   "**UK Standard Contractual Clauses**" means the standard contractual clauses issued or approved by the UK Information Commissioner's Office from time to time for the transfer of Personal Data from Customer in the UK to Supplier in the United States or other Restricted Country which, as at the date hereof, are as shown   at https://ico.org.uk/media/for-organisations/documents/2620100/uk-sccs-c-p-202 107.docx.

1.2.   In this Data Processing Addendum:

(a)   the terms, "**Controller**", "**Processor**", "**Personal Data**", "**Personal Data Breach**" and "**Process/Processing/Processed**" shall have the meaning ascribed to the corresponding terms in the GDPR;

(b)   unless otherwise defined in this Data Processing Addendum, all capitalised terms in this Data Processing Addendum shall have the meaning given to them in the Agreement.

1.3.   Customer warrants and represents that the Processing delegated to Supplier under the Agreement is subject to the territorial scope of the GDPR or CCPA as determined in accordance therewith (including pursuant to Article 3 of the GDPR). Customer further agrees that to the extent that the same is not in fact subject to the territorial scope of

the GDPR or CCPA, this Data Processing Addendum shall be deemed automatically void with effect from the Agreement Effective Date without requirement of notice.

2. PROCESSING OF CUSTOMER PERSONAL DATA

2.1. The parties acknowledge that Supplier acts as a Processor; and Customer acts as the Controller.

2.2. Supplier shall comply with the GDPR and CCPA in Processing Customer Personal Data; and not Process Customer Personal Data other than on Customer's instructions; and as required by applicable laws. To the extent permitted by applicable laws, Supplier shall inform Customer of any Processing to be carried out as required by applicable laws and the relevant legal requirements that require it to carry out such Processing, before the relevant Processing of that Customer Personal Data.

2.3. Annex 1 & Annex 2 (*Data Processing Details*) sets out certain information regarding Supplier's Processing of Customer Personal Data as required by Article 28(3) of the GDPR and Cal. Civ. Code § 1798.140(c) of the CCPA

2.4. Notwithstanding anything to the contrary herein, Supplier may terminate the Agreement in its entirety upon written notice to Customer with immediate effect if Supplier considers (in its reasonable discretion) that:

(a) it is unable to adhere to, perform or implement any instructions issued by Customer due to the technical limitations of its systems, equipment and/or facilities; and/or

(b) to adhere to, perform or implement any such instructions would require disproportionate effort (whether in terms of time, cost, available technology, manpower or otherwise).

2.5. Customer represents and warrants on an ongoing basis that, for the purposes of Article 6 of the GDPR, and (where applicable) Article 9 and/or Article 10 of the GDPR, there is, and will be throughout the term of the Agreement, a valid legal basis and (where applicable) condition for the Processing by Supplier of Customer Personal Data in accordance with this Data Processing Addendum and the Agreement (including, any and all instructions issued by Customer from time to time in respect of such Processing).

3. SUPPLIER PERSONNEL

3.1. Supplier shall take reasonable steps to ensure the reliability of any Supplier Personnel who Process Customer Personal Data, ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

4. SECURITY

4.1. 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 (which may be of varying likelihood and severity) for the rights and freedoms of natural persons, Supplier shall implement appropriate technical and organisational measures in relation to Customer Personal Data to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) of the GDPR.

4.2. In assessing the appropriate level of security, Supplier shall take account in particular of the risks presented by the Processing, in particular from a Personal Data Breach.

4.3. Upon request, Supplier will provide Customer with a list of the implemented security measures.

5. SUBPROCESSING

5.1. Customer authorises Supplier to appoint Subprocessors in accordance with this Paragraph 5.

5.2. Supplier may continue to use those Subprocessors already engaged by Supplier as at the date of this Data Processing Addendum as listed in the Annex 3 to this Data Processing Addendum, subject to Supplier meeting within a reasonable timeframe (or having already met) the obligations set out in Paragraph 5.3.

5.3. Supplier shall give Customer prior written notice of the appointment of any proposed Subprocessor, including reasonable details of the Processing to be undertaken by the Subprocessor. If, within fourteen (14) days of receipt of that notice, Customer notifies Supplier in writing of any objections (on reasonable grounds) to the proposed appointment, Supplier shall use reasonable efforts to make available a commercially reasonable change in the provision of the Services, which avoids the use of that proposed Subprocessor. If such a change cannot be made within fourteen (14) days from Supplier receipt of Customer's notice, no commercially reasonable change is available, and/or Customer declines to bear the cost of the proposed change, either party may by written notice to the other party with immediate effect terminate the Agreement either in whole or to the extent that it relates to the Services which require the use of the proposed Subprocessor.

5.4.   With respect to each Subprocessor, Supplier shall ensure that the arrangement between Supplier and the Subprocessor is governed by a written contract including terms which offer at least an equivalent level of protection for Customer Personal Data as those set out in this Data Processing Addendum.

6.   DATA SUBJECT RIGHTS

6.1.   Considering the nature of the Processing, Supplier shall provide Customer with such assistance as may be reasonably necessary and technically possible in the circumstances, to assist Customer in fulfilling its obligation to respond to Data Subject Requests.

6.2.   Supplier shall promptly notify Customer if it receives a Data Subject Request, and ensure that it does not respond to any Data Subject Request except on the written instructions of Customer (and in such circumstances, at Customer's cost) or as required by applicable laws.

7.   PERSONAL DATA BREACH

7.1.   Supplier shall notify Customer without undue delay upon Supplier becoming aware of a Personal Data Breach affecting Customer Personal Data, providing Customer with sufficient information (insofar as such information is, at such time, within Supplier's possession) to allow Customer to meet any obligations under the GDPR or CCPA to report the Personal Data Breach to affected Data Subjects or the relevant Supervisory Authority(ies) (as may be determined in accordance with the GDPR or CCPA).

7.2.   Supplier shall, at Customer's sole cost and expense, co-operate with Customer and take such reasonable commercial steps as may be directed by Customer to assist in the investigation, mitigation and remediation of each such Personal Data Breach.

8.   DATA PROTECTION IMPACT ASSESSMENT AND PRIOR CONSULTATION

8.1.   Supplier shall provide reasonable assistance to Customer, at Customer's cost, with any data protection impact assessments, and prior consultations with Supervisory Authorities, which Customer reasonably considers to be required of it by Article 35 or Article 36 of the GDPR, in each case solely in relation to Processing of Customer Personal Data by, and taking into account the nature of the Processing by, and information available to, Supplier.

9.   DELETION

9.1. Subject to Paragraph 9.2 and 9.4, upon the date of cessation of any Services involving the Processing of Customer Personal Data (the "**Cessation Date**"), Supplier shall immediately cease all Processing of the Customer Personal Data for any purpose other than for storage.

9.2. Customer hereby acknowledges and agrees that, due to the nature of the Customer Personal Data Processed by Supplier, return (as opposed to Deletion) of Customer Personal Data is not a reasonably practicable option in the circumstances. Having regard to the foregoing, Customer agrees that (for the purposes of Article 28(3)(g) of the GDPR) it is hereby deemed (at the Cessation Date) to have irrevocably selected Deletion, in preference of return, of the Customer Personal Data. Under the Cal. Civ. Code § 1798.105 of the CCPA, the Customer has the right to request the deletion of Personal Data.

9.3. To the fullest extent technically possible in the circumstances, within thirty (30) days after the Cessation Date, Supplier shall either (at its option) delete; or irreversibly render Anonymised Data, all Customer Personal Data then within Supplier's possession.

9.4. Supplier and any Subprocessor may retain Customer Personal Data where required by applicable law, for such period as may be required by such applicable law, provided that Supplier and any such Subprocessor shall ensure the confidentiality of all such Customer Personal Data; and that such Customer Personal Data is only Processed as necessary for the purpose(s) specified in the applicable law requiring its storage and for no other purpose.

10. AUDIT RIGHTS

10.1. Supplier shall make available to Customer on request such information as Supplier (acting reasonably) considers appropriate in the circumstances to demonstrate its compliance with this Data Processing Addendum.

10.2. Subject to Paragraphs 10.3 and 10.4, in the event that Customer (acting reasonably) is able to provide documentary evidence that the information made available by Supplier pursuant to Paragraph 10.1 is not sufficient in the circumstances to demonstrate Supplier's compliance with this Data Processing Addendum, Supplier shall allow for and contribute to audits, including on-premise inspections, by Customer or an auditor mandated by Customer in relation to the Processing of the Customer Personal Data by Supplier.

10.3. Customer shall give Supplier reasonable notice of any audit or inspection to be conducted under Paragraph 10.1 (which shall in no event be less than fourteen (14) days' notice unless required by a Supervisory Authority pursuant to Paragraph 10.4(f)(i)) and shall use its best efforts (and ensure that each of its mandated auditors uses its best efforts) to avoid causing, and hereby indemnifies Supplier in respect of, any damage, injury or disruption to Supplier's premises, equipment, Personnel, data, and business (including any interference with the confidentiality or security of the data of Supplier's other customers or the availability of Supplier's services to such other customers) while its Personnel and/or its auditor's Personnel (if applicable) are on those premises in the course of any on-premise inspection.

10.4. Supplier need not give access to its premises for the purposes of such an audit or inspection:

(a) to any individual unless he or she produces reasonable evidence of their identity and authority;

(b) to any auditor whom Supplier has not given its prior written approval (not to be unreasonably withheld);

(c) unless the auditor enters into a non-disclosure agreement with Supplier on terms acceptable to Supplier;

(d) where, and to the extent that, Supplier considers, acting reasonably, that to do so would result in interference with the confidentiality or security of the data of Supplier's other customers or the availability of Supplier's services to such other customers;

(e) outside normal business hours at those premises; or

(f) on more than one occasion in any calendar year during the term of the Agreement, except for any additional audits or inspections which Customer is required to carry out under the GDPR or by a Supervisory Authority, where Customer has identified the relevant requirement in its notice to Supplier of the audit or inspection.

10.5. Customer shall bear any third party costs in connection with such inspection or audit and reimburse Supplier for all costs incurred by Supplier and time spent by Supplier (at Supplier's then-current professional services rates) in connection with any such inspection or audit.

11. RESTRICTED TRANSFERS

11.1. Subject to Paragraph 11.4, to the extent that any Processing by either Supplier or any Subprocessor of Customer Personal Data involves a Restricted Transfer to the United States or to another Restricted Country, the parties agree that Customer – as "data exporter"; and Supplier or Subprocessor (as applicable) – as "data importer", shall enter into the Standard Contractual Clauses in respect of that Restricted Transfer and the associated Processing in accordance with Paragraph 11.4.

11.2. In relation to any EU Restricted Transfer associated with the Processing by Supplier in the United States or other Restricted Countries, the parties shall comply with their respective obligations set out in the EU Standard Contractual Clauses, which are deemed to be entered into with effect from the first date of any such EU Restricted Transfer.

11.3. In relation to any UK Restricted Transfer associated with the Processing by Supplier in the United States or other Restricted Country, the parties shall comply with their respective obligations set out in the UK Standard Contractual Clauses, which are deemed to be entered into with effect from the first date of any such UK Restricted Transfer. In respect of any UK Standard Contractual Clauses entered into pursuant to this Section:

(i) Customer shall act as the data exporter and Supplier shall act as the data importer and the details on pages 1 to 3 of such UK Standard Contractual Clauses shall be populated with the corresponding information set out on this Data Processing Addendum;

(ii) Clause 9 of such UK Standard Contractual Clauses shall be populated as follows: "The Clauses shall be governed by the law of the country of the United Kingdom in which the data exporter is established";

(iii) Clause 11(3) of such UK Standard Contractual Clauses shall be populated as follows: "The provisions relating to data protection aspects for sub-processing of the contract referred to in paragraph 1 shall be governed by the laws of the country of the UK where the exporter is established";

(iv) for purposes of Appendix 1 to the UK Standard Contractual Clauses, the categories of data subjects, data, special categories of data (if appropriate), and the Processing operations shall be populated with the corresponding information set out in Annex 1 to this Data Processing Addendum; and

(v)   Appendix 2 to the UK Standard Contractual Clauses shall be populated by selecting Option 2 and populating it as follows: "The following is the description of the technical and organisational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c): those security measures established and maintained under Paragraph 4 of the Data Processing Addendum".

11.4.   Notwithstanding the foregoing, (i) the EU Standard Contractual Clauses will not apply to the extent an alternative recognized compliance standard under Chapter V of the EU GDPR for the lawful transfer of Personal Data outside the EEA applies to the relevant EU Restricted Transfer; and (ii) the UK Standard Contractual Clauses will not apply to the extent an alternative recognized compliance standard under Chapter V of the UK GDPR for the lawful transfer of Personal Data outside the UK applies to the relevant UK Restricted Transfer.

12.   CHANGE IN LAWS

12.1.   In the event that there is a change in the GDPR or CCPA that Supplier considers (acting reasonably) would mean that Supplier is no longer able to provide the Services (including any Processing and/or Restricted Transfer(s) of Customer Personal Data) in accordance with its obligations under the GDPR or CCPA, Supplier reserves the right to make such changes to the Services and to amend any part of this Data Processing Addendum as it considers reasonably necessary to ensure that Supplier is able to provide the Services in accordance with the GDPR or CCPA.

12.2.   In the event that Customer considers (acting reasonably) that any required changes made either to the Services and/or this Data Processing Addendum pursuant to Paragraph 12.1 will cause material and irreparable harm to Customer may terminate the Agreement in its entirety upon written notice to Customer with immediate effect.

13.   INCORPORATION AND PRECEDENCE

13.1.   This Data Processing Addendum shall be incorporated into and form part of the Agreement with effect from the Agreement Effective Date.

13.2.   In the event of any conflict or inconsistency between:

(a)   this Data Processing Addendum and the Agreement, this Data Processing Addendum shall prevail; or

(b)   any provision in this Data Processing Addendum and any provision in the Standard Contractual Clauses, the relevant provision in the Standard Contractual

Clauses shall prevail and govern in preference to the relevant provision in this Data Processing Addendum to the extent of such conflict or inconsistency; provided that, it is agreed that the following shall apply:

(i)   upon Customer's request under Clause 5(j) of the UK Standard Contractual Clauses that Supplier provide copies of the Subprocessor agreements to Customer, Supplier may remove or redact all commercial information and/or any clauses unrelated the UK Standard Contractual Clauses or their equivalent beforehand;

(ii)   the audits described in Clauses 5(f) and 12(2) of the UK Standard Contractual Clauses and in Clauses 8.9(c) and 8.9(d) of the EU Standard Contractual Clauses shall be performed in accordance with Paragraph 10 of this Data Processing Addendum;

(iii)   Paragraph 5 of this Data Processing Addendum constitutes Customer's prior written consent to the subcontracting by Supplier of the Processing of Personal Data if such consent is required under Clause 5(h) of the UK Standard Contractual Clauses and Clause 9(a) of the EU Standard Contractual Clauses, in respect of which the parties are deemed to have selected Option 2; and

(iv)   certification of deletion of Personal Data as described in Clause 12(1) of the UK Standard Contractual Clauses and Clauses 8.5 and 16(d), of the EU Standard Contractual Clauses shall be provided upon Customer's request.

Annex 1 to Data Processing Addendum

Data Processing Details for GDPR

This Annex 1 includes certain details of the Processing of Customer Personal Data: as required by Article 28(3) GDPR; and (where applicable in accordance with Paragraph 11) to populate Appendix 1 to the Standard Contractual Clauses.

Supplier's activities

- Pequity provides a platform that helps Customer automate its human resources workflow and benchmark its compensation decisions against market trends.

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 Terms of Use and the Data Processing Addendum.

The nature and purpose of the Processing of Customer Personal Data

- The nature and purpose of the Processing is Pequity's provision of the Services.

The types of Customer Personal Data to be Processed

- Full name

- Business email

- Salary information

- Address information

- IP Address

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

- Customer's Personnel

The obligations and rights of Customer

The obligations and rights of Customer are set out in the Agreement and the Data Processing Addendum.

Annex 2 to Data Processing Addendum

Data Processing Details for CCPA

This Annex 2 includes certain details of the Processing of Customer Personal Data: as required by Cal. Civ. Code §§ 1798.100(a)(b) CCPA.

Supplier's activities

- Pequity provides a platform that helps Customer automate its human resources workflow and benchmark its compensation decisions against market trends.

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 Terms of Use and the Data Processing Addendum.

The nature and purpose of the Processing of Customer Personal Data

- The nature and purpose of the Processing is Pequity's provision of the Services.

The types of Customer Personal Data to be Processed

- Full name

- Business email

- Salary information

- Address information

- IP Address

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

- Customer's Personnel

The obligations and rights of Customer

The obligations and rights of Customer are set out in the Agreement and the Data Processing Addendum.

Annex 3 to Data Protection Agreement
List of Subprocessors

Subprocessor	Function	Address	Contact person's name, position and contact details
Digital Ocean	Cloud Hosting	101 Avenue Of the Americas, 10th Floor, New York, NY, 10013	N/A
Cloudflare	Load Balancing & Security	101 Townsend St, San Francisco, CA, 94107	N/A
Greenhouse	ATS & HRIS Data Transmission	575 market Street, Suite #1750, San Francisco, CA, 94105	N/A
Heap	Analytics	225 Bush St #200, San Francisco, CA, 94104	N/A
Pendo	Analytics	150 Fayetteville Street Suite #1400 Raleigh, NC 27601	N/A
Sentry	Analytics	45 Fremont St, San Francisco, CA 94105, United States	N/A