Terms of Service

Current as of: July 29, 2025

These Terms of Service apply to all Homerun customers on current pricing plans. For Homerun customers on the Legacy pricing plan,you can find the terms here.

Article 1: Applicability
These terms of service ("Terms") constitute the agreement ("Agreement") between Homerun B.V., with its address at Singel 542, 1017 AZ in Amsterdam, registered with the Dutch Trade Register with number 66911524 ("we", "us", "Homerun") and any legal entity that uses our Services ("you" or "Customer" and together with Homerun "Parties"). Homerun's Data Processing Addendum ("DPA") and – if applicable – Homerun's specific proposal accepted by Customer ("Proposal") are an integral part of this Agreement and shall have the same force and effect as set out in this Agreement. Any reference to this Agreement shall include the Data Processing Addendum and the accepted Proposal (if applicable). In the event of a conflict between provisions of the Agreement, the Proposal shall prevail over the DPA and the Terms, and the DPA shall prevail over the Terms.

Article 2: Our Services
2.1 We offer access to recruitment software (Homerun ATS, or Applicant Tracking System) that enables you to create a career page and personalized job openings, for which candidates (the "Candidates") can apply. We also offer access to HR management software (Homerun HR) which allows you to manage your HR processes and employee data. Both products are offered in the form of Software as a Service ("SaaS") as-is. We provide several subscription models ("Services"), each with their own set of functionalities and limits, which are detailed at https://www.homerun.co/pricing ("Service Description"). Services are offered with multiple combinations of duration of the agreement ("Term") and payment schedule ("Payment Schedule"). Upon selection of the requested Service, Term and Schedule, you will receive a confirmation email, and in case of a paid Service, also an invoice that sets out the Service you selected, which invoice is an integral part of the Agreement.

2.2 We may modify the Services from time to time, which includes adding or removing Services, or modifying any of the contents of existing Services, by updating the Service Description at https://www.homerun.co/pricing. Changes to the Service Description will apply immediately to new Customers. For existing customers which would be affected by such changes, the new Service Description will apply upon expiry of the current Term.

Article 3: Upgrading or Downgrading
3.1 You can at any time upgrade the Service provided to you to a more comprehensive Service, or increase the service limits if such flexibility is offered as part of your selected Service. After selection, we will send you an email confirming your upgraded Service and its associated limits. Upon payment of the applicable Fees of your newly confirmed Service for the current Term, you can use the additional functionalities and limits associated with it.

3.2 When downgrading your Service, the downgrade, including its corresponding adjustment of functionalities, limits, Fees and duration (if applicable), will be in effect upon expiry of the current Term.

3.3 When your Service is modified or you switch to a different Service, and you are using features that are not available in the resulting Service and/or your account is outside the limits of this resulting Service, you must take all necessary steps to bring your account within the applicable features and limits within one (1) month of the new Service taking effect. If you fail to do so, Homerun is entitled to take any actions required to enforce the limits of the Service, including suspension and termination of the Agreement.

Article 4: License
Subject to the provisions of the Agreement and payment of the applicable Fees, we hereby grant you a non-exclusive, worldwide, non-transferable and non-sublicensable license to use the relevant Service(s) for recruitment and/or HR management purposes ("License"). The License is granted to you only for the term of this Agreement and terminates automatically upon termination of the Agreement on any grounds.

Article 5: Fees
5.1 The applicable fees ("Fees") as compensation for the provision of each Service are set out in the Service Description at https://www.homerun.co/pricing, unless Parties have agreed on a different Fee as further

specified in the Proposal. The Fees are in EUR and exclusive of VAT. For the provision of the Free Service or a trial version of the Service, no Fee is due. The Fees are paid in advance based on the agreed Payment Schedule and will be automatically invoiced and collected by Homerun by means of a direct debit SEPA transfer or through Customer's registered credit card account. If such payment is not possible, Customer shall update its payment details within 12 days of the first failed payment.

5.2 When upgrading from a trial or Free Service to a paid Service, such upgrade is only possible after providing the required payment details and payment of the applicable Fee. Upon payment of the applicable Fee connected to the upgraded Service and receipt of the confirmation email, that Service, including its functionalities and duration, will be in effect.

5.3 Upon upgrading from a paid Service to another, more comprehensive paid Service as described in 3.1, the Fee paid in connection with the prior Service shall be deducted from your first payment of the new Fee pro rata, taking into account the time of the old Term not yet expired.

5.4 Upon downgrading the decreased Fee will become due upon expiry of the prior Service's Term.

5.5 We may reasonably adjust the applicable Fees in writing, observing a notice period of at least one (1) month. The new Fees will take effect upon expiry of the current Term. If you do not agree with the Fee adjustment, you are entitled to terminate the agreement within thirty (30) days after notification of the adjustment, which termination shall take effect on the date on which the new Fees would take effect.

5.6 You may request to switch to a different Payment Schedule at any time. When switching from a monthly to an annual Payment Schedule, you are automatically entering into a new Term for one (1) year. Your new Payment Schedule will take effect from the next payment that is due. However, if you are simultaneously requesting a downgrade of your Service and switching from a monthly to an annual Payment Schedule, the new one (1) year Term with annual payment will only take effect at the end of your current Term.

Article 6: Intellectual Property
6.1 You acknowledge and agree that the provision of the Services does not include the sale, grant or transfer of any intellectual property rights (including but not limited to copyrights, patents, trademarks, trade names and database rights and/or similar rights) ("Intellectual Property Rights"). Homerun or its licensors shall retain all Intellectual Property Rights in and to all the Services made available to you under the Agreement. The License is the sole use-right of the SaaS provided to the Customer.

6.2 For the avoidance of doubt: for standard software which is required for the SaaS but which is not a part of the SaaS, such as operating system software, browser software, plugins, interface software, as well as similar third party software, Customer shall acquire a use-right for all such ancillary software at its own expense.

6.3 You are responsible for the lawfulness and correctness of all data you submit by using the Service. You are liable for all interruptions, delays and other issues that are caused by errors or viruses contained in that data. You shall indemnify us and hold us harmless against any action or allegation that our use and/or incorporation of that data infringes any third party rights. If a third party asserts that the data used by you in the Services violates their intellectual property rights, we reserve the right to ask you to remove the allegedly infringing item. If you fail to do so within a reasonable period of time, we may suspend or terminate the Agreement.

Article 7: Availability and Maintenance
7.1 Homerun shall use commercially reasonable efforts to make the SaaS available twenty-four (24) hours a day, unless the access to the SaaS must be suspended due to maintenance of the SaaS or the systems of Homerun or of a third party appointed by Homerun. You agree that Homerun in no way warrants a certain level of availability.

7.2 The Service is provided to you as-is. Homerun has no obligation to modify or add functionalities to the Service. However, Homerun may make new applications, tools, features or functionalities available for the Service from time to time, the use of which may be contingent upon Customer's agreement to additional terms.

7.3 Homerun may make commercially reasonable updates to the SaaS and may modify the functionality or features of the Service at any time, provided that such updates and modifications do not materially denigrate the functionality of the Service within the applicable Term. Homerun will not be liable to Customer or any third-party for any such update or modification.

7.4 It may be necessary for Homerun to perform scheduled or unscheduled repairs or maintenance, or patch or upgrade the Service, which may temporarily degrade the quality of the Service or result in a partial or

complete outage of the Service. Although Homerun cannot guarantee that Customer will receive advance notice of repairs or maintenance, Homerun will endeavor to provide reasonable notice of scheduled repairs and maintenance.

7.5 Homerun may suspend all or part of the Services or the access to or use of personal data stored in the Service (i) if Customer is delinquent on payment obligations for 12 (twelve) days or more; or (ii) upon receipt of a subpoena or law-enforcement request; or (iii) when Homerun has a commercially reasonable belief that Customer has breached this Agreement or that Customer's use of the Service poses an imminent security risk or may subject Homerun to liability. Homerun will use commercially reasonable efforts to give Customer at least 72 (seventy-two) hours' notice of a suspension unless Homerun determines in its commercially reasonable judgment that a suspension on shorter or contemporaneous notice is necessary to protect Homerun. Customer shall not set off or suspend any payment.

Article 8: Support
If as a Customer you have problems accessing or using the Service, you can reach the Support department of Homerun by chat or email during office hours in CET through https://www.homerun.co/contact. We will respond to you within a reasonable time and will use our best efforts to solve the problem. Support priority may be dependent upon the Service, as detailed in the Service Description.

Article 9: Security
Homerun takes appropriate technical and organizational security measures with the objective to protect your information against loss, misuse and unauthorized access, alteration, disclosure or destruction. All information transferred between you and us, or between you and other users, is shared with us only on a strictly need to know basis (e.g. to help you retrieve access to your account), and is treated as strictly confidential. Our technical and organizational security measures are set out on https://www.homerun.co/security-measures.

Article 10: No representation
We do not check or view the content placed on our Service and we are under no obligation to verify profiles submitted to you by Candidates. We make no representation or warranty in that respect. You warrant that the content you submitted on our Service is not defamatory, obscene, pornographic, offensive, indecent, threatening, intimidating, hateful, objectionable or in any way unlawful and does not infringe any third party rights. If you notice anything on our Service that violates this Agreement, please notify us immediately via https://www.homerun.co/contact.

Article 11: Rules of Conduct
11.1 We respect your rights and demand that you respect our rights and the rights of third parties. This includes privacy and Intellectual Property Rights. You agree that you and your Users are not allowed to use the Service to infringe on any rights, including privacy or intellectual property rights or to promote, enable or facilitate others to infringe on any (third party) rights. In addition, you and your Users agree not to: (a) impersonate or pretend affiliation with any person or entity; or (b) access any non-public areas of our website or Service without authorization; or (c) spread viruses, worms, malware, junk mail, spam, chain letters, phishing mails, unsolicited promotions or advertisements of any kind and for any purpose; or (d) attempt to probe, scan, compromise, test, decompile, reverse engineer, similarly analyze or bypass any part of the SaaS, including the security thereof, or any related services.

11.2 It is solely the responsibility of the Customer to create, manage and remove Users in its account in the Service. Any actions or omissions by Users of the Service that have received access through you are deemed to be actions and omissions of the Customer. You and your Users agree to safeguard your account information.

Article 12: Confidential information
We reserve the right to disclose any confidential information in so far necessary (i) to follow a court order, (ii) to abide by any law, regulation or governmental request, (iii) to safeguard national security, defense, public security or public health and (iv) to meet our obligations to you under this Agreement.

Article 13: Term
13.1 This Agreement shall enter into effect on the date of your receipt of the confirmation email confirming your selection of the Service for the period of time (Term) as selected in the Service Description. Based on your selection of the Service, the Term of paid Services is either one (1) month or one (1) year, unless otherwise agreed in the Proposal. The Agreement constitutes an obligation to pay all relevant Fees for the entire Term,

based on the agreed Payment Schedule; no refunds will be issued.

13.2 If an Agreement for the provision of a trial version of the Services was entered into, the Agreement will terminate automatically after expiry of the Term as set out in the Service Description, unless you notify us, before expiry of that Term, that you wish to continue the provision of the Service on a regular, non-trial basis.

13.3 If you have an Agreement for the provision of any non-trial Service, after expiry of the current Term the Agreement is automatically extended by the same period of time as the current Term, unless terminated by you, by contacting Support as set out in Article 8 of these Terms and taking into account a notice period of at least one (1) month prior to such extension, or by us, by contacting you through your registered contact details and also taking into account a notice period of at least one (1) month prior to such extension.

Article 14: Termination
14.1 Parties can solely terminate the Agreement for convenience as set out in the Agreement.

14.2 Notwithstanding its rights to suspend the provision of the Services instead, Homerun may terminate the Agreement for convenience with immediate effect, without any notice being required and without being liable for any damages as a result of the termination, if: (i) the Customer is in default or negligent in the performance of its duties and obligations pursuant to this Agreement, and has not remedied such non-performance within 14 (fourteen) days after having been notified in writing; or (ii) the Customer has been dissolved or liquidated, is in dissolution or liquidation, or has been granted suspension of payments, or has been declared bankrupt; or (iii) the Customer in the sole opinion of Homerun breaches any warranty pursuant to Article 10 of the Terms or any rules of conduct as set out in Article 11 of the Terms; or (iv) in the sole opinion of Homerun, Customer's continued use of the Services could cause a risk of harm or loss to Homerun; or (v) the Customer is part of a Free Service and has been inactive for 9 months; or (vi) the Customer has been on expired trial for 6 months.

Article 15: Effects of Termination
In the event of termination of this Agreement for any cause: the rights granted by one party to the other party under this Agreement will immediately cease; and all Fees owed are immediately due upon receipt of the final electronic bill; and no obligation to undo exists for either party.

Article 16: Force Majeure
16.1 No failure or omission by either of the Parties in the performance of any obligation under the Agreement shall be deemed a breach of the Agreement or create any liability if the same arises on account of force majeure, including but not limited to governmental measures, faults affecting the internet and other networks and/or electricity, war, and riot. Force majeure on the part of Homerun shall include a situation of force majeure encountered by Homerun's own suppliers or contractors.

16.2 Without affecting any payment obligations pursuant to these terms and conditions, if a situation of force majeure lasts for longer than three months, both Parties shall be entitled to terminate the Agreement without liability. In this case, you are entitled to remuneration of the Fee on a pro rata basis for the amount of Services received.

Article 17: Liability
The Service is made available on an "as is" and "as available" basis. Homerun makes no representation or warranty of any kind, express or implied, regarding the content, availability or use of our Service, or that it will be error-free or that defects will be corrected. Homerun shall not be liable to you or to any third party for any kind of direct or indirect damages or losses, including without limitation, damages based upon loss of goodwill, lost sales or profits, work stoppage, production failure, loss of data, claims from third parties, fines by any supervisory authority or otherwise, except for damages and losses arising as a result of gross negligence and/or wilful misconduct. Homerun's liability for any and all claims for damages arising out or in connection with the Service and the access, application and use thereof, shall under no circumstances exceed the price paid by you to use the Service in the last six (6) months prior to the event that led to the damage incurred. If a yearly Fee is paid, said total liability of Homerun shall not exceed half of the current yearly Fee paid by you.

Article 18: Modifications to the Terms
Homerun reserves the right to change these Terms of Service, by publishing a new version on the website at https://www.homerun.co/terms-of-service When we change these Terms in a significant way, we will notify you by sending an email.

Article 19: Miscellaneous
19.1 If any provision of the Agreement shall be deemed unlawful, void or otherwise unenforceable, then such provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions. Any such unenforceable provision shall be replaced or be deemed to be replaced by a provision that is considered to be valid and enforceable and which interpretation shall be as close as

possible to the intent of the invalid provision.

19.2 This Agreement is governed by Dutch law. The exclusive jurisdiction and venue of any action with respect to any subject matter relating to this Agreement will be the courts located in Amsterdam, the Netherlands.

Data Processing Addendum

This data processing addendum ("DPA") pertains to the processing of personal data by Homerun on behalf of the Customer and is an integral part of the Terms of Service ("Terms") of Homerun and, if applicable, the accepted Proposal of Homerun, together defined as "Agreement".

Current as of: February 11, 2025

Article 1: Definitions
The terms used in this DPA correspond with the definitions provided in the Terms of Service of Homerun (available at https://www.homerun.co/terms-of-service), unless specified differently. Terms such as "processing", "personal data" and "personal data breach" shall have the meaning ascribed to them in the General Data Protection Regulation (2016/679/EU – "GDPR").

Article 2: Scope and Subject
2.1 This DPA applies exclusively to the processing of personal data by Homerun on your behalf, in the course of providing the Services to you as set out in the Agreement. Which personal data is processed by Homerun depends on which Services you are using, and is further detailed below. No personal data is processed for Services you have not signed up for.

2.2 Homerun ATS
This article describes how Homerun processes personal data when you are using the Homerun Applicant Tracking System.

Nature and Purpose of Processing
Homerun provides a standardized software platform for organizations to streamline their recruitment processes by centrally managing job openings, candidate applications and interactions regarding hiring: the SaaS. The Customer determines how and for which purposes the SaaS is used, which functionalities of the SaaS are enabled, and how the settings of the SaaS are configured. The Customer also instructs Homerun to analyze the use of the SaaS in order to secure it and to develop it further.

Categories of Data Subjects
- Candidates: Persons who apply for employment with the Customer, or persons whom the Customer sources, to consider or approach for employment with the Customer.

- Users: Persons who have a user account in the software, typically employees or consultants for Customer, for instance in their capacity as members of a hire team for a certain job.

Types of Personal Data Processed
For Candidates, the personal data consist of application-related information. This can consist of: general identification, the job they applied for or are being considered for, education, work experience, photo, personal interests, links to social media accounts or profiles, any other answers to questions defined by the Customer during the application process, appointments or events relating to the recruitment process, comments or assessments by the hire team about the candidate's suitability for the role, communication between the hire team and the candidate, and status of the application.

For Users, the personal data typically consists of: general identification, authentication and authorisation data, configuration of the user profile, actions taken in the SaaS, calendar items, comments or assessments about candidates' suitability for a certain role, as well as communication between the user (member of one or more hire teams) and candidates or other users.

Customization
The SaaS allows the Customer to significantly customize the amount and types of personal data that will be collected from the Candidates as well as the Users. It is the exclusive responsibility of the Customer to ensure that all processing of the personal data is compliant with the Relevant Legislation as defined below.

Special Categories of Data
Customer, Candidates or Users may submit personal data through the SaaS which may concern special categories of personal data. It is the exclusive responsibility of the Customer to ensure that all processing of

the personal data is compliant with the Relevant Legislation as defined below.

Data Retention
The SaaS allows the Customer to define automatic retention policies for certain personal data of Candidates, as well as to delete personal data manually or in bulk. It is the exclusive responsibility of the Customer to implement, maintain and verify, automated and/or manually, a retention policy that is compliant with Relevant Legislation as defined below.

2.3 Homerun HR
This article describes how Homerun processes personal data when you are using Homerun HR.

Nature and Purpose of Processing
Homerun HR provides a standardized software platform for organizations to manage their Human Resources (HR) processes and data, including personal data of its Employees. The Customer determines how and for which purposes the SaaS is used, which functionalities of the SaaS are enabled, and how the settings of the SaaS are configured. The Customer also instructs Homerun to analyze the use of the SaaS in order to secure it and to develop it further.

Categories of Data Subjects
Employees: Persons who are employed by or otherwise work for the Customer in whatever form, hereby summarized as Employees.

Types of Personal Data Processed
The SaaS is designed to process data, including personal data, for managing the employment relation of the Employee with the Customer. Most personal information that can be collected and managed in the SaaS is optional, and it is up to the Customer to decide whether they collect it, and how they use it.Personal data of Employees can include their general identification, address and contact information, date of birth, identification numbers, links to social media accounts or profiles, next of kin, a photo, details of their role such as job title, hierarchy and department, as well as many types of data employers typically need or want to collect in order to manage the employment relationship. These can include, but are not limited to: compensation and benefits, holidays, sickness, remote working, work schedules, disciplinary action, and personal documents related to the employment.

All employees typically have a user account in the system, with associated authentication and authorisation data, configuration of the user profile, actions taken in the SaaS, etc.

Customization
The SaaS allows the Customer to significantly customize the amount and types of personal data that will be collected from the Employees. It is the exclusive responsibility of the Customer to ensure that all processing of the personal data is compliant with the Relevant Legislation as defined below.

Special Categories of Data
You or your users may choose to enter personal data through the SaaS which may concern special categories of personal data. It is the exclusive responsibility of the Customer to ensure that all processing of the personal data is compliant with the Relevant Legislation as defined below.

Data Retention
The SaaS allows the Customer to delete personal data. It is the exclusive responsibility of the Customer to implement, maintain and verify, automated and/or manually, a retention policy that is compliant with Relevant Legislation as defined below.

Article 3: Obligations of Parties
3.1 Homerun will act as the processor as meant in article 4 paragraph 8 GDPR and the Customer will act as the controller, in the meaning of article 4 paragraph 7 GDPR. Homerun will act in accordance with the documented instructions of the Customer, as set out in the Terms and this DPA. Additional instructions to Homerun can only be provided by amendment of this DPA or by adjusting relevant settings in the available functionalities of the SaaS.

3.2 Homerun will only process the personal data in such manner as - and to the extent that - this is necessary for the provision of the Services under the Terms, as per the instruction as meant in clause 3.1 of the DPA, or to comply with a legal obligation to which Homerun is subject, in which case Homerun will notify the Customer of such legal obligation, unless that law prohibits such notification on important grounds of public interest. Homerun shall not process the personal data for any other purposes than described in article 2 of this DPA.

3.3 Customer warrants that the written instructions given by Customer to Homerun in respect of the

(processing of) personal data shall at all times be compliant with the GDPR and all other applicable legislation and regulations ("Relevant Legislation"). It is and remains the sole responsibility of Customer to comply with its obligations as a controller under the GDPR. This includes, but is not limited to the obligation to adequately inform data subjects regarding the processing of their personal data, to have a lawful legal basis for the processing and to ensure personal data is only retained for as long as it is necessary for the purpose for which it was obtained.

3.4 Customer shall, through the relevant functionality in the SaaS, provide Homerun with an up-to-date email address to be used as the contact point for any relevant notifications or communications regarding the processing of the personal data of Customer ("Privacy Contact"). If a specific Privacy Contact is not provided, we will consider the designated account owner to be the Privacy Contact. Homerun is not responsible for emails to the Privacy Contact "bouncing" or being rejected and other delivery failures that cannot be attributed to Homerun. It is solely the Customer's responsibility to ensure that the email address of the Privacy Contact is monitored at all times.

Article 4: Confidentiality
Homerun will treat the personal data as confidential, and will ensure that access to the personal data is limited to only those employees who require access to it for the purpose of carrying out the Services. Homerun will ensure that all persons authorized to process the personal data have committed themselves to confidentiality.

Article 5: Security Measures
5.1 Without prejudice to any other security measures agreed upon by Parties, Homerun shall implement and employ appropriate technical and organizational measures to protect the personal data against unauthorized use or access, loss, destruction, theft, or disclosure, in accordance with article 32 GDPR. An overview of Homerun's security measures to protect the personal data are described on the Security Measures page at https://www.homerun.co/security-measures.

5.2 Homerun may update from time to time the security measures taken as described in clause 5.1 of the DPA, provided that the updated measures will continue to ensure at least the same level of protection. Homerun will communicate the updated measures by updating the Security Measures page.

Article 6: Cooperation and Audit
6.1 At the request of the Customer, Homerun shall provide the information strictly necessary for the Customer to comply with its obligations under the GDPR, specifically articles 32 through 36 GDPR. With regards to Homerun's cooperation in the context of articles 35 and 36, Customer shall bear the costs thereof.

6.2 The Customer has the right to perform an audit once per twelve months in order to verify the compliance of Homerun with the provisions of this DPA. Such audit will be performed by an independent third party and will take place at a time defined by both Parties together. An audit scope and plan must be provided to, and agreed in writing with, Homerun in advance.

6.3 Homerun shall provide the auditor access – on request of the auditor – to the facilities, personnel, policies and documents that are reasonably necessary for the purpose of the audit and in so far such does not infringe on the rights and freedoms of third parties or result in Homerun breaching contractual obligations. The Customer shall bear the costs of such an audit.

6.4 Homerun will immediately inform the Customer if a request from (the auditor of) Customer is in the opinion of Homerun in violation of the GDPR.

6.5 Homerun may choose to satisfy the audit right of Customer as meant in clause 6.2 of the DPA by providing documentation demonstrating that Homerun complies with recognized certification frameworks, including but not limited to ISO 27001 and ISO 27701. If Homerun makes use of this right, the audit right of Customer will be limited to only such topics that are not covered by the certification framework, or where found inadequate in the certification assessment.

Article 7: International Data Transfer
Homerun shall only transfer Personal Data to a country outside of the European Economic Area if it observes Chapter 5 of the GDPR.

Article 8: Sub-Processors
8.1 Customer provides Homerun with specific authorization to engage the sub-processors listed at https://www.homerun.co/sub-processors.

8.2 Customer provides Homerun with general authorization to engage other sub-processors. Homerun shall inform the Customer in advance of the engagement of a new sub-processor, by email to the Privacy Contact.

8.3 The Customer has the right to argue its objection to the engagement of that sub-processor within four (4) weeks of the notification by Homerun to the Privacy Contact. If the Customer has not made an objection within that period, the Customer is presumed to have given its specific authorization to the engagement of that sub-processor. If the Customer objects to a sub-processor, its sole remedy is to terminate the Agreement, in accordance with articles 13 and 14 of the Terms, without any right to compensation.

8.4 Homerun shall enter into an agreement with its sub-processors, which agreement shall comply with the requirements of GDPR and include similar provisions as included in this DPA. Homerun shall remain liable vis-à-vis the Customer for the performance of – or the failure to perform – the obligations set out in this DPA by sub-processors, in accordance with article 17 of the Terms.

Article 9: Security Incidents and Data Subject Rights
9.1 In the event of a security incident, Homerun shall promptly take all remedial measures it deems necessary to terminate the incident and mitigate possible damages. If the incident affects the personal data of Customer, Homerun shall notify the Customer thereof by email to the Privacy Contact without undue delay.

9.2 In so far as available, Homerun shall provide to Customer in the notification as meant in clause 9.1 of the DPA, or any follow-up communication Homerun provides, the following information: the nature of the security incident; the known and expected consequences of the security incident; the measures taken by Homerun to address the security incident; the measures taken by Homerun to limit the consequences of the security incident; and any other relevant information Homerun considers that Customer may reasonably require.

9.3 In case Homerun receives a complaint or a request from a natural person with regard to the personal data processed on behalf of Customer as described in Chapter 3 of the GDPR, Homerun shall inform the natural person without undue delay that Homerun operates as a processor on behalf of its customers, and that the complaint or request needs to be addressed to the controller, namely the organization to whom the complaint or request pertains. Homerun cannot, and is never held to, verify to which customer the complaint or request pertains, nor to forward the same. In the event Customer requests the assistance of Homerun to respond to such a complaint or request, Customer shall bear the costs thereof.

Article 10: Export, Return and Destruction of Personal Data
10.1 Using the functionality of the SaaS, Customer can at any time delete (part of) the personal data in its account. Any deleted data in Homerun ATS will be archived for a period of seven (7) days, to allow for any error in the deletion request to be corrected. In Homerun HR, this period is a minimum of thirty (30) days. If Customer requests such correction, it shall bear the costs thereof. After that period, the archived data is effectively deleted.

10.2 Deletion of data from the general back-ups of Homerun cannot be requested by Customer, as such would affect the integrity of the back-ups. Back-ups are erased after thirty-five (35) days.

10.3 Upon termination or expiration of the Agreement for whatever reason, Homerun shall initiate the process of deletion of the personal data. All (personal) data in the account shall be retained for a certain period after termination or expiration, to allow the Customer to download an export of the personal data. For Homerun ATS, this period is thirty (30) days; for Homerun HR it is ninety (90) days. It is the sole responsibility of the Customer to timely download the required data within the retention period. After that period, the personal data is permanently deleted and cannot be restored.

10.4 Customer can request Homerun to provide an export of all (personal) data in its account. Homerun shall provide such export without undue delay.

Article 11: Term and Termination
11.1 This DPA shall come into effect and expire simultaneously with the Terms.

11.2 Termination or expiration of this DPA shall not discharge Homerun from its obligations under articles 3-5, 9 and 10 of this DPA in so far as meant to survive the termination or expiration of the DPA.

Article 12: Modifications to the DPA
Homerun reserves the right to change this DPA. When we change the DPA in a significant way, we will notify you by sending an email to the Privacy Contact and by updating the document on the website.

List of Sub-Processors

Current as of: February 11, 2025

Homerun Applicant Tracking System
For customers using the Homerun Applicant Tracking System (ATS), these sub-processors are currently authorized to process customer personal data:

Amazon Web Services
- Legal entity: Amazon Web Services EMEA SARL
- Service provided: Cloud Service Provider
- Data Processing Location: EU
- Website: https://aws.amazon.com/

Sendgrid
- Legal entity: SendGrid, Inc. and Twilio Inc.
- Service provided: Email Communications
- Data Processing Location: USA
- Website: https://sendgrid.com/

Cronofy
- Legal entity: Cronofy BV
- Service provided: Middleware for (optional) calendar integration
- Data Processing Location: EU
- Website: https://www.cronofy.com/

Homerun HR
If you are (also) using the Homerun HR system, the following sub-processors are authorized to process customer personal data. If you are not signed up for Homerun HR or do not have any personal data in Homerun HR, no data will be shared with these sub-processors.

Microsoft Azure
- Legal entity: Microsoft Ireland Operations, Ltd.
- Service provided: Cloud Service Provider-
Data Processing Location: UK
- Website: https://azure.microsoft.com/

Sendgrid
- Legal entity: SendGrid, Inc. and Twilio Inc.
- Service provided: Email Communications
- Data Processing Location: EU
- Website: https://sendgrid.com/

Staff Squared
- Legal entity: Staff Squared Limited
- Service provided: Systems Management, Customer Support
- Data Processing Location: UK