

Exemplar Education Schools Data Processing Agreement ("DPA")

(version 3.2, March 2018)

(School Name) (the **Customer**)

and

Exemplar Education (the Company) (together with the Customer, the "**Parties**")

1 Scope of the DPA

1.1 This DPA forms part of the Agreement in place between the Customer and the Company and reflects the Parties' agreement with regard to the processing of personal data.

1.2 The Company acts as a data processor for the Customer, as the Company processes personal data for the Customer as set out in Annex 1.

1.3 The personal data to be processed by the Company concerns the categories of data, the categories of data subjects and the purposes of the processing set out in Annex 1.

1.4 "Personal data" means any information relating to an identified or identifiable natural person, see article 4(1) of Regulation (EU) 2016/679 of 27 April 2016 (the General Data Protection Regulation "GDPR").

2 Processing of Personal Data

2.1 Instructions: The Company is instructed to process the personal data only for the purposes of providing the Services as set out in Annex 1. The Company may not process or use the Customer's personal data for any other purpose than provided in the instructions, including the transfer of personal data to any third country or an international organisation, unless the Company is required to do so according to Union or member state law. In that case, the Company shall inform the Customer in writing of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest.

2.2 The Company shall have in place processes to define what personal data is needed for specific processing tasks related to supply of the Services and to only collect and use that data for as long as is necessary for the provision of the Services. At the end of the provision of those Services, the Company shall only retain the personal data for such a time after the provision of those Services as is reasonable (taking into account any reasonable requirement for use of that personal data on the data subject's behalf in the future). After such a time the Company shall have in place protocols to ensure the secure deletion or erasure (including pseudonymisation) of such personal data.

2.2 If the Customer in the instructions in Annex 1 or otherwise has given permission to a transfer of personal data to a third country or to international organisations, the Company must ensure that there is a legal basis for the transfer, e.g. the EU Commission's Standard Contractual Clauses for the transfer of personal data to third countries.

2.3 If the Company is of the opinion that an instruction from the Customer is in violation of the GDPR, or other Union or member state data protection provisions, the Company shall immediately inform the Customer in writing about this.

2.4 If the Company is subject to legislation of a third country, the Company declares not to be aware of the mentioned legislation preventing the Company from fulfilling this DPA, and that the Company will notify the Customer in writing without undue delay, if the Company becomes aware of that such hindrance is present or will occur.

3 The Company's general obligations

3.1 The Company must ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

3.2 The Company shall implement appropriate technical and organisational measures to prevent that the personal data processed is

- (i) accidentally or unlawfully destroyed, lost or altered,
- (ii) disclosed or made available without authorisation, or
- (iii) otherwise processed in violation of applicable laws relevant, including the GDPR, for the Services.

3.3 The Company must also comply with any other applicable data security requirements that are directly incumbent on the Company; including the data security requirements in the country of establishment of the Company, or in the country where the data processing will be performed.

3.4 The appropriate technical and organisational security measures must be determined with due regard for

- (i) the current state of the art,
- (ii) the cost of their implementation, and
- (iii) the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons.

3.5 The Company shall upon request provide the Customer with sufficient information to enable the Customer to ensure that the Company complies with its obligations under this DPA.

3.6 The Company must provide information related to the provision of the Services to authorities or the Customer's external advisors, including auditors, if this is necessary for the performance of their duties in accordance with Union or member state law.

3.7 The Company must give authorities who by Union or member state law have a right to enter the Customer's or the Customer's supplier's facilities, or representatives of the authorities, access to the Company's physical facilities against proper proof of identity.

3.8 The Company must without undue delay after becoming aware of the facts in writing notify the Customer about:

- (i) any request for disclosure of personal data processed under this DPA by authorities, unless expressly prohibited under Union or member state law,
- (ii) any suspicion or finding of (a) breach of security that results in accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted, stored or otherwise processed by the Company in connection with the Services, or (b) other failure to comply with the Company's obligations under clause 3.2 and 3.3, or
- (iii) any request for access to the personal data received directly from the data subjects or from third parties relating to the processing of personal data on behalf of the Customer.

3.19 The Company must promptly assist the Customer with the handling of any requests from data subjects under Chapter III of the GDPR, including requests for access, rectification, blocking or deletion, which relates to the processing of personal data in connection with the Services.

3.10 The Company must assist the Customer with meeting the other obligations that may be incumbent on the Customer according to Union or member state law related to data processing where the assistance of the Company is implied, and where the assistance of the Company is necessary for the Customer to comply with its obligations. This includes, but is not limited to, at request to provide the Customer with all necessary information about an incident under Clause 3.8 (ii), and all necessary information for an impact assessment in accordance with article 35 and 36 of the GDPR.

3.11 In Annex 2, the Company has stated the servers, offices etc. used to provide the Services. The Customer may at any time request information about the servers, offices used by the Company in connection with the Services and the Company shall respond within 30 days with such information.

3.12 The Company will have at all times a robust disaster recovery plan in place for all personal data, including but not limited to, some or all of the following:

- The use of cloud based suppliers who hold multiple copies of the personal data in more than one location, in order that failure at one location will not cause data to be irretrievably lost or corrupted.
- The use of suppliers who can restore any data set damaged or destroyed back to a previous point in time from legacy copies

4 Sub-processors

4.1 The Company may engage sub-processors. At the date of this DPA, the Company uses the sub-processors listed in Annex 2 to provide the Services. The Company undertakes to inform the Customer of any intended changes concerning the addition or replacement of a sub-processor by providing prior written notice (including, but not limited to the option of provision via the Customer's business account). If the Customer can document objective and valid reasons not to accept suggested new sub-processors, the Customer may object to the use of these suggested new sub-processors. If the Company chooses not to suggest alternative sub-processors, or if the Customer has valid and objective reasons to object to all suggested alternatives, the Customer is entitled to terminate the contract with the Company within 30 days after receiving notice hereof. The Company must inform the Customer in writing of the discontinued use of a sub-processor.

4.2 Prior to the engagement of a sub-processor, the Company shall conclude a written agreement with the sub-processor, in which at least the same data protection obligations as set out in this DPA shall be imposed on the sub-processor, including an obligation to implement appropriate technical and organisational measures in such a manner that the processing will meet the requirements of the GDPR.

4.3 The Customer has the right to receive a copy of the relevant elements of the Company's agreement with the sub-processor as regards the provisions related to data protection obligations. The Company shall remain fully liable to the Customer for the performance of the sub-processor obligations. The fact that the Customer has given consent to the Company's use of the sub-processor is without prejudice for the Company duty to comply with this DPA.

5 Amendments

5.1 The Parties may at any time agree to amend this DPA. Amendments must be in writing.

6 Term and consequences of the termination of this DPA

6.1 This DPA enters into force on 25 May 2018. The term of this DPA shall correspond to the term of the Agreement.

6.2 On the Customer's request the Company shall immediately transfer or delete (including anonymise) personal data, which the Company is processing for the Customer, unless Union or member state law requires storage of the personal data.

7 Priority

7.1 If any of the provisions of this DPA conflict with the provisions of the Agreement, then the provisions of this DPA shall prevail. However, the requirements in clause 3 do not apply to the extent that the Parties in another agreement have set out stricter obligations for the Company. Furthermore, this DPA shall not apply if and to the extent the EU Commission's Standard Contractual Clauses for the transfer of personal data to third countries are concluded and such clauses set out stricter obligations for the Company and/or for sub-processors.

7.2 This DPA does not determine the Customer's remuneration of the Company for Services according to the Agreement.

7.3 the Company's Data Protection Officer

The Customer can get in contact with the Company's Data Protection Officer by sending an email to: privacy@exemplar-education.com

ANNEX 1

This Annex constitutes the Customer's instruction to the Company in connection with the Company's data processing for the Customer, and is an integrated part of the Agreement.

1.1 The processing of personal data

a) Purpose and nature of the processing operations

- Providing the Customer with the Exemplar Education Schools Learning System

b) Categories of data subjects

- The Customer's students
- The Customer's teachers

c) Categories of personal data

- Re b) I: First Name
- Re b) II: Surname
- Re b) III Full School Address and telephone number
- Re b) IV: Reference number, being a student or teacher unique identifier, used to identify user as an authorised user of the system and control access to the system and to the relevant records for that user.

d) Special categories of data

- None

e) Location(s), including name of country/countries processing

- United Kingdom
- The United States
- Australia

ANNEX 2

Sub-processors engaged in the processing of personal data on behalf of the Customer in connection with the Exemplar Education Schools Learning System:

RackSpace.

Location: Virginia, USA

Amazon Web Services

Using their global infrastructure network

Intellsoft

Location: Sydney, Australia