

## **SCHEDULE B - DATA PROTECTION FOR EUROPEAN UNION USERS**

This Schedule B applies to European Union users only.

This Schedule deletes Clause 17 of the DigitalEd Software License Agreement in its entirety.

### **DEFINITIONS:**

<b>Applicable Laws</b>	all national, supranational, foreign or local laws (including case law), legislation, European regulations, statutes, statutory instruments, rules, regulations, edicts, by-laws or directions or guidance from government or governmental agencies including any rules, regulations, guidelines or other requirements of relevant regulatory authorities which have the force of law;
<b>Controller</b>	shall have the meaning given to it in the Regulation;
<b>Data</b>	shall mean the Personal Data and Special Personal Data provided by or on behalf of YOU to DigitalEd pursuant to the Agreement or entered by YOU into the Software or otherwise generated by the Software;
<b>Data Subject</b>	shall have the meaning given to it in the Regulation;
<b>Personal Data</b>	shall have the meaning given to it in the Regulation;
<b>Processing</b>	shall have the meaning given to it in the Regulation;
<b>Processor</b>	shall have the meaning given to it in the Regulation;
<b>Regulation</b>	means the regulations on the protection of natural persons with regard to the processing of personal data and on the free movement of such data known as the General Data Protection Regulation ((EU) 2016/679);
<b>Regulator</b>	means the supervisory authority in the jurisdiction in which YOU are based or which YOU have nominated as YOUR lead supervisory authority (or any replacement or subsequent authority or body which replaces it) and any other regulator who has the power to enforce the Regulation in any territory and who has authority and jurisdiction over DigitalEd and/or YOU;
<b>Services</b>	all services to be provided by DigitalEd under the Agreement;
<b>Special Personal Data</b>	shall mean the special categories of Personal Data as set out at Article 9(1) of the Regulation;
<b>Sub-Processor</b>	means any third party, including a consultant, sub-contractor, agent or professional adviser or other third party appointed by the Processor which may receive and/or have access to Data.

### **1 DATA PROTECTION**

- 1.1 The parties acknowledge that YOU are a Controller and DigitalEd is a Processor in relation to the Data.
- 1.2 To the extent not stated elsewhere in the Agreement, Annex 1 to this Schedule sets out the following information in relation to the Data:

- (a) subject-matter of the Processing;
- (b) duration of Processing;
- (c) nature and purpose of the Processing;
- (d) type of Data; and
- (e) categories of the Data Subjects.

1.3 YOU shall:

- (a) ensure YOU have all necessary rights and consents to Process the Data and to disclose the Data to DigitalEd in accordance with the Regulation;
- (b) provide DigitalEd with YOUR name and contact details (or those of YOUR representative) and the name and contact details of YOUR data protection officer (where one is appointed);
- (c) provide DigitalEd with documented instructions regarding the Processing to be carried out where these exceed the Services;
- (d) be responsible for deciding and determining the following:
  - (1) the subject-matter and extent of the Data to be collected and Processed, including which individuals' Data should be Processed;
  - (2) the purpose and manner of Processing of the Data;
  - (3) third parties to whom the Data is disclosed (other than DigitalEd's Sub-processors); and
  - (4) duration of retention of the Data;
- (e) be responsible for the provision of a privacy notice to Data Subjects;
- (f) respond to and implement Data Subject requests to exercise their rights under Articles 15-22 of the Regulation; and
- (g) carry out all data protection impact assessments where required by the Regulation.

1.4 DigitalEd shall:

- (a) Process the Data only on YOUR documented instructions as set out in this Schedule to perform its obligations under this Schedule and if DigitalEd is aware that, or is of the opinion that, any instruction given by YOU breaches the Regulation, DigitalEd shall inform YOU of this where permitted to do so by such law;
- (b) ensure that its personnel who are authorised to Process the Data are under obligations of confidentiality that are enforceable by DigitalEd;
- (c) implement appropriate technical and organisational measures to ensure a level of security appropriate to protect the Data, including from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or unauthorised access;
- (d) taking into account the nature of the Processing, assist YOU with YOUR obligations to comply with Data Subjects' requests and Data Subjects' rights under Chapter III of the Regulation through the use of appropriate technical and organisational measures to the extent that YOU cannot access the Data required using the functionalities available on the Software where such assistance will be charged at DigitalEd's standard rates;

- (e) taking into account the nature of processing and the information available to DigitalEd, assist YOU in ensuring compliance with the YOUR obligations in Articles 32-36 of the Regulation including:
    - (1) notifying YOU within 48 hours if DigitalEd becomes aware of a breach of the Regulations in relation to the Data and/or if it becomes aware of a breach of the provisions of this Schedule by DigitalEd, any Sub-Processor or any third party; and
    - (2) providing full details of the relevant breach where caused by DigitalEd or any Sub-Processor of the Regulation without undue delay, or where not possible to provide all details straight away, to provide such information in phases when it is known;
  - (f) destroy the Data (including all copies of it) at any time upon YOUR request or upon termination or expiry of this Agreement unless any Applicable Law requires DigitalEd to continue to store the Data or unless YOU require DigitalEd to return the Data in a format to be agreed between the parties;
  - (g) no more than once per year upon YOUR request, provide a report by an independent auditor to demonstrate DigitalEd's compliance with this Agreement. To the extent that YOU reasonably require further evidence to demonstrate compliance with this Agreement, no more than once per year and on no less than 30 days' notice, DigitalEd will provide YOU or your nominated representative with reasonable access to premises at which the Services are performed and reasonable access to personnel to conduct audits of DigitalEd's compliance with this Schedule and the processing of Data under this Agreement, subject to DigitalEd's confidentiality obligations to its other clients;
  - (h) not Process or transfer Data outside of the European Economic Area (or any country deemed adequate by the European Commission pursuant to the Regulation) without YOUR prior written consent and without putting in place adequate protection for the Data to enable compliance by YOU and DigitalEd with the obligations under the Regulation; and
  - (i) promptly provide assistance with responding to any enquiry made, or investigation or assessment of Processing under this Schedule initiated by a Regulator.
- 1.5 Without prejudice to the restrictions in Clause 1.6 of this Schedule, DigitalEd shall put in place in writing with any Sub-Processor, contractual obligations which are at least equivalent to the obligations imposed on DigitalEd pursuant to Clause 1 of this Schedule.
- 1.6 YOU consent to the appointment by DigitalEd of Sub-Processors provided that:
- (a) DigitalEd notifies YOU in writing of each Sub-Processor prior to the Processing of any Data by the relevant Sub-Processor and shall notify YOU in writing of any change in identity of a Sub-Processor from time to time; and
  - (b) DigitalEd shall put in place with any Sub-Processor, written contractual obligations which are at least equivalent to the obligations imposed on DigitalEd pursuant to the Clause 1 of this Schedule.
- 1.7 In case the terms of this Schedule conflict with the terms of this Agreement, the terms of this Schedule shall apply.

## Annex 1 TO SCHEDULE B

Description	Details
Subject matter of the Processing	Provision of STEM (Science, Technology, Engineering & Math) software to enable students to take assessments.
Duration of the Processing	From commencement and until termination or expiry of the Agreement
Nature and purposes of the Processing	Purpose of the processing: Allowing users access to our STEM software for collaboration, and remote storage of user created content. Making records of students and teachers available to students, teachers and YOU for academic assessment.
Type of Data	Name, password, age, gender, academic year information, degree information, exam results, examiners' comments, and user created documents and assessments.
Categories of Data Subject	Students, teachers, educators, staff, academic, government and commercial institutions.