

DATA PROCESSING ADDENDUM

This Data Processing Addendum (“DPA”) is made by and between CampusLogic, Inc., a Delaware corporation (“**CampusLogic**”) and the Customer identified on any applicable Subscription Order Form (“**Customer**”).

This DPA, including its Schedules and Appendices forms part of and is subject to the terms of the CampusLogic Terms and Conditions or other written or electronic agreement between CampusLogic and Customer for the purchase of services from CampusLogic (identified either as “Services” or otherwise in the applicable agreement, and hereinafter defined as “**Services**”) (the “**Agreement**”) to reflect the parties’ agreement with regard to the Processing of Personal Data, **solely to the extent CampusLogic does in fact Process Personal Data that is properly governed by and subject to the European Data Protection Laws and/or CCPA, as applicable to the Personal Data.** This DPA shall be effective for the term of the Agreement.

1. Definitions

1.1. For the purposes of the DPA:

1.1.1. “**Controller**” means the entity which determines the purposes and means of the Processing of Personal Data, including as applicable any “business” as defined under the CCPA;

1.1.2. “**Customer Personal Data**” means the Personal Data described under Schedule 1 of this DPA that is subject to Data Protection Legislation, in respect of which Customer is the Controller;

1.1.3. “**CCPA**” means the California Consumer Privacy Act;

1.1.4. “**Data Protection Legislation**” means all applicable legislation relating to data protection and privacy including without limitation the CCPA and the European Data Protection Laws;

1.1.5. “**European Data Protection Laws**” means the GDPR, together with any applicable national implementing laws in any Member State of the European Economic Area (EEA), and the United Kingdom (UK) Data Protection Act 2018, each as amended, repealed, consolidated or replaced from time to time;

1.1.6. “**GDPR**” means the General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data;

1.1.7. “**Personal Data**”, “**Data Subject**”, “**Personal Data Breach**” and “**Processing**” will each have the meaning given to them in the European Data Protection Laws;

1.1.8. “**Processor**” means a natural or legal person, public authority, agency or other body which processes Personal Data on behalf of the Controller, including as applicable any “service provider” as defined under the CCPA; and

1.1.9. “**Standard Contractual Clauses**” means Standard Contractual Clauses approved by the European Commission for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection.

1.2. Capitalized terms not otherwise defined herein shall have the meaning given to them in the Agreement.

2. Processing of Customer Personal Data

- 2.1. Each of Customer and CampusLogic will comply with their respective obligations under the Data Protection Legislation. Customer shall ensure that Customer has provided any required notice to Data Subjects and has obtained (or will obtain) all rights and consents (if required) which are necessary for CampusLogic to Process Customer Personal Data in accordance with this DPA.
- 2.2. The provisions in this Section 2.1 shall apply to the extent CampusLogic's processing of Customer Personal Data is subject to the European Data Protection Laws.
 - 2.2.1. The parties acknowledge and agree that Customer is the Controller and CampusLogic is the Processor of Customer Personal Data. CampusLogic will only Process Customer Personal Data as a Processor on behalf of and in accordance with Customer's prior written instructions, including with respect to transfers of Customer Personal Data. CampusLogic is hereby instructed to Process Customer Personal Data to the extent necessary to enable CampusLogic to provide the Services in accordance with the Agreement and as otherwise authorized in the Agreement.
 - 2.2.2. If CampusLogic cannot process Customer Personal Data in accordance with Customer's instructions due to a legal requirement under any applicable law of the European Union, European Union member states or the UK, CampusLogic will (i) promptly notify Customer of such inability, providing a reasonable level of detail as to the instructions with which it cannot comply and the reasons why it cannot comply, to the greatest extent permitted by applicable law; and (ii) cease all Processing of the affected Customer Personal Data (other than merely storing and maintaining the security of the affected Customer Personal Data) until such time as Customer issues new instructions with which CampusLogic is able to comply. If this provision is invoked, CampusLogic will not be liable to Customer under the Agreement for failure to perform the Services until such time as Customer issues new instructions.
 - 2.2.3. In connection with the performance of the Agreement, **solely if** Customer is established in the EEA or the UK and transfers Customer Personal Data out of the EEA and the UK to CampusLogic in a country not deemed by the European Commission to provide an adequate level of protection for personal data (as described in the European Data Protection Laws), the Standard Contractual Clauses as attached to this DPA as Schedule 2 will apply to such transfers and shall be deemed to form part of this DPA. Customer's acceptance of this DPA constitutes its entry into the Standard Contractual Clauses, solely to the extent applicable to the transfer of Customer Personal Data and solely if Customer is established in the EEA or UK.
 - 2.2.4. CampusLogic will provide Customer with reasonable assistance to facilitate conducting data protection impact assessments and consultation with data protection authorities, if Customer is required by the European Data Protection Legislation to engage in such activities, and solely to the extent that such assistance is necessary and relates to the Processing by CampusLogic of Customer Personal Data, taking into account the nature of the Processing and the information available to CampusLogic.
 - 2.2.5. CampusLogic will notify Customer within a commercially reasonable time period after it becomes aware of any Personal Data Breach affecting any Customer Personal Data. At Customer's request CampusLogic will promptly provide Customer with all reasonable assistance necessary to enable Customer to notify relevant security breaches to the competent data protection authorities and/or affected Data Subjects, if Customer is required to do so under the European Data Protection Legislation. Customer is solely responsible for complying with Personal Data Breach notification requirements applicable to Customer and fulfilling any third-party notification obligations related to any Personal Data Breach.
 - 2.2.6. CampusLogic will, at Customer's request, provide Customer with all information necessary to enable Customer to demonstrate compliance with its obligations under the European Data

Protection Laws, and allow for and contribute to audits, including inspections, conducted by Customer or an auditor mandated by Customer, to the extent that such information is within CampusLogic's control and CampusLogic is not precluded from disclosing it by applicable law, a duty of confidentiality, or any other obligation owed to a third party, and provided that such audits shall be carried out with reasonable notice during regular business hours not more often than once per year. CampusLogic will immediately inform Customer if, in its opinion, an instruction from Customer infringes the European Data Protection Legislation.

- 2.3. To the extent CampusLogic's Processing of Customer Personal Data is subject to the CCPA, CampusLogic shall not (1) retain, use, or disclose Customer Personal Data other than as provided for in the Agreement, as needed to perform the Services, to build or improve the quality of the Services to detect security incidents, to protect against fraudulent or illegal activity, to retain sub-Processors in compliance with Section 5, or as otherwise permitted by the CCPA; or (2) sell (as defined in the CCPA) Customer Personal Data.

3. Confidentiality

- 3.1. CampusLogic will ensure that any person whom CampusLogic authorizes to Process Customer Personal Data on its behalf is subject to confidentiality obligations in respect of that Customer Personal Data.

4. Security Measures

- 4.1. CampusLogic will implement appropriate technical and organisational measures to protect against accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Customer Personal Data.
- 4.2. CampusLogic will provide Customer with reasonable assistance as necessary for the fulfilment of Customer's obligation to keep Customer Personal Data secure.

5. Sub-Processing

- 5.1. Customer authorizes CampusLogic to appoint sub-Processors to perform specific services on CampusLogic's behalf which may require such sub-Processors to Process Customer Personal Data. For the avoidance of doubt, the above authorization constitutes Customer's prior written consent to the sub-Processing by CampusLogic for purposes of Clause 11 of the Standard Contractual Clauses if applicable. CampusLogic will inform Customer of any intended changes concerning the addition or replacement of any sub-Processors and Customer will have an opportunity to object to such changes on reasonable grounds within fifteen (15) business days after being notified. If the parties are unable to resolve such objection, either party may terminate the Agreement by providing written notice to the other party.
- 5.2. CampusLogic will enter into an agreement with the sub-Processor that imposes on the sub-Processor substantially the same obligations that apply to CampusLogic under this DPA. Where any of its sub-Processors fails to fulfil its data protection obligations, CampusLogic will be liable to Customer for the performance of its sub-Processors' obligations.

6. Data Subject Rights

- 6.1. CampusLogic will provide Customer with assistance necessary for the fulfilment of Customer's obligation to respond to requests for the exercise of Data Subjects' rights relating to Customer Personal Data. Except as required by law, CampusLogic shall not respond to such requests without Customer's prior written consent and written instructions and Customer shall be solely responsible for responding to such requests.

7. Return or Deletion of Customer Personal Data

- 7.1. CampusLogic will return or delete, at Customer's choice, Customer Personal Data to Customer after the end of the provision of Services relating to the Processing, and delete existing copies unless the applicable law of the European Union, European Union member state or UK law requires storage of the data.

8. Liability

- 8.1. Each party's liability towards the other party under or in connection with this DPA will be limited in accordance with the provisions of the Agreement.
- 8.2. Customer acknowledges that CampusLogic is reliant on Customer for direction as to the extent to which CampusLogic is entitled to Process Customer Personal Data on behalf of Customer in performance of the Services. Consequently CampusLogic will not be liable under the Agreement for any claim brought by a Data Subject arising from any action or omission by CampusLogic, to the extent that such action or omission resulted from Customer's instructions or from Customer's failure to comply with its obligations under Data Protection Legislation.

9. General Provisions

- 9.1. With regard to the subject matter of this DPA, in the event of inconsistencies between the provisions of this DPA and the Agreement, the provisions of this DPA shall prevail.

SCHEDULE 1

Decription of Processing

- **Categories of Data Subjects:** Customer's students, parents and other individuals whose data may be included in Customer Data provided to CampusLogic in connection with the Services by Customer, and third parties on behalf of or pertaining to Customer.
- **Types of Personal Data:** Personal Data, the extent of which is determined and controlled by Customer in its sole discretion, such as names, email address, IP address, social security numbers, contact details, non-public education records related to financial aid.
- **Subject-Matter and Nature of the Processing.** The subject-matter of Processing of Customer Personal Data by CampusLogic is the provision of the Services to Customer that involves the Processing of Customer Personal Data. Customer Personal Data will be subject to those Processing activities which CampusLogic needs to perform in order to provide the Services pursuant to the Agreement or as otherwise authorized in the Agreement.
- **Purpose of the Processing.** Customer Personal Data will be Processed by CampusLogic for purposes of providing the Services set out into the Agreement or as otherwise authorized in the Agreement.
- **Duration of the Processing.** Customer Personal Data will be Processed for the duration of the Agreement, subject to Section 7 of this DPA.
- **Rights and Obligations of the Controller:** As described in the DPA.

SCHEDULE 2

Commission Decision C(2010)593 Standard Contractual Clauses (processors)

For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection

Name of the data exporting organisation: Customer as defined in the DPA

(the data **exporter**)

And

Name of the data importing organisation: **CampusLogic, Inc.**

(the data **importer**)

each a "party"; together "the parties",

HAVE AGREED on the following Contractual Clauses (the Clauses) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Appendix 1.

Clause 1

Definitions

For the purposes of the Clauses:

- (a) *'personal data', 'special categories of data', 'process/processing', 'controller', 'processor', 'data subject' and 'supervisory authority'* shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data;
- (b) *'the data exporter'* means the controller who transfers the personal data;
- (c) *'the data importer'* means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;
- (d) *'the subprocessor'* means any processor engaged by the data importer or by any other subprocessor of the data importer who agrees to receive from the data importer or from any other subprocessor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;
- (e) *'the applicable data protection law'* means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;

- (f) *'technical and organisational security measures'* means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

Clause 2

Details of the transfer

The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix 1 which forms an integral part of the Clauses.

Clause 3

Third-party beneficiary clause

1. The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.
2. The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.
3. The data subject can enforce against the subprocessor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.
4. The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

Clause 4

Obligations of the data exporter

The data exporter agrees and warrants:

- (a) that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;
- (b) that it has instructed and throughout the duration of the personal data processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;
- (c) that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Appendix 2 to this contract;

- (d) that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;
- (e) that it will ensure compliance with the security measures;
- (f) that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;
- (g) to forward any notification received from the data importer or any subprocessor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;
- (h) to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract for subprocessing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;
- (i) that, in the event of subprocessing, the processing activity is carried out in accordance with Clause 11 by a subprocessor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and
- (j) that it will ensure compliance with Clause 4(a) to (i).

Clause 5

Obligations of the data importer

The data importer agrees and warrants:

- (a) to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (b) that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (c) that it has implemented the technical and organisational security measures specified in Appendix 2 before processing the personal data transferred;
- (d) that it will promptly notify the data exporter about:
 - (i) any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation,
 - (ii) any accidental or unauthorised access, and
 - (iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;

- (e) to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;
- (f) at the request of the data exporter to submit its data processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;
- (g) to make available to the data subject upon request a copy of the Clauses, or any existing contract for subprocessing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;
- (h) that, in the event of subprocessing, it has previously informed the data exporter and obtained its prior written consent;
- (i) that the processing services by the subprocessor will be carried out in accordance with Clause 11;
- (j) to send promptly a copy of any subprocessor agreement it concludes under the Clauses to the data exporter.

Clause 6

Liability

1. The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or subprocessor is entitled to receive compensation from the data exporter for the damage suffered.
2. If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his subprocessor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, in which case the data subject can enforce its rights against such entity.

The data importer may not rely on a breach by a subprocessor of its obligations in order to avoid its own liabilities.
3. If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the subprocessor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the subprocessor agrees that the data subject may issue a claim against the data subprocessor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the subprocessor shall be limited to its own processing operations under the Clauses.

Clause 7

Mediation and jurisdiction

1. The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:
 - (a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;
 - (b) to refer the dispute to the courts in the Member State in which the data exporter is established.
2. The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

Clause 8

Cooperation with supervisory authorities

1. The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.
2. The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any subprocessor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.
3. The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any subprocessor preventing the conduct of an audit of the data importer, or any subprocessor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5 (b).

Clause 9

Governing Law

The Clauses shall be governed by the law of the Member State in which the data exporter is established.

Clause 10

Variation of the contract

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clause.

Clause 11

Subprocessing

1. The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the subprocessor which imposes the same obligations on the subprocessor as are imposed on the data importer under the Clauses.

Where the subprocessor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the subprocessor's obligations under such agreement.

2. The prior written contract between the data importer and the subprocessor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.
3. The provisions relating to data protection aspects for subprocessing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established.
4. The data exporter shall keep a list of subprocessing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5 (j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

Clause 12

Obligation after the termination of personal data processing services

1. The parties agree that on the termination of the provision of data processing services, the data importer and the subprocessor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.
2. The data importer and the subprocessor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data processing facilities for an audit of the measures referred to in paragraph 1.

APPENDIX 1 TO THE STANDARD CONTRACTUAL CLAUSES

This Appendix forms part of the Clauses and must be completed and signed by the parties.

Data exporter

The data exporter is the entity identified as “Customer” in the DPA.

Data importer

The data importer is the entity identified as “CampusLogic” in the DPA.

Data subjects

The personal data transferred concern the following categories of data subjects (please specify):

Data subjects are defined in Schedule 1 of the DPA.

Categories of data

The personal data transferred concern the following categories of data (please specify):

Categories of personal data are defined in Schedule 1 of the DPA.

Special categories of data (if appropriate)

The personal data transferred concern the following special categories of data (please specify):

N/A

Processing operations

The personal data transferred will be subject to the following basic processing activities (please specify):

The processing activities defined in Schedule 1 of the DPA and in the Agreement.

APPENDIX 2 TO THE STANDARD CONTRACTUAL CLAUSES

This Appendix forms part of the Clauses and must be completed and signed by the parties.

Description of the technical and organisational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c) (or document/legislation attached):

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