

Sub-schedule 1.3 DATA PROCESSING ADDENDUM*

Customer is deemed Data Controller and Supplier is deemed Data Processor.

The Data Processing Addendum applies in the following situation:

- 1) Customer uses the following specific part of the Services: ClickLearn Cloud solutions, including Learning Management System and/or ClickLearn Portal.
- 2) Customer uses ClickLearn on premise installations AND as default ClickLearn Cloud for content storage, and/or Learning Management System (disabled per default, except in free trial period),

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* NOTE: *This Data Processing Addendum is in al materiality based on the standard Contractual Clauses for data processing issued by the Danish Data Protection Agency and approved by the European Data Protection Board in December 2019.*



Address

Sjæleboderne 2, 1.th,
1122 Copenhagen,
Denmark



Contact

DK: +45 88 77 47 35
US: +1 727-201-5481
engage@clicklearn.com



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www.clicklearn.com
VAT No.: DK33075731

1. Data Processing Addendum preamble

- 1.1 This Data Processing Addendum specifies and sets out the rights and obligations that apply to the Data Processor's handling of personal data on behalf of the Data Controller.
- 1.2 The Data Processing Addendum has been designed to ensure the parties' compliance with Article 28(3) of Regulation 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 and repealing Directive 95/46/EC (General Data Protection Regulation).
- 1.3 The Data Processor's processing of personal data shall take place for the purposes of fulfilment of the Parties' Agreement: Supply of ClickLearn between Data Processor and Data Controller in connection with an agreement for the provision of service.
The Data Processing Addendum and the Agreement shall be interdependent and cannot be terminated separately. The Data Processing Addendum may however – without termination of the Agreement – be replaced by an alternative valid Data Processing Addendum.
- 1.4 This Data Processing Addendum shall take priority over any similar provisions contained in other agreements between the Parties, including the Agreement.
- 1.5 There are four appendices attached to this Data Processing Addendum. The Appendices form an integral part of this Data Processing Addendum.
- 1.6 Appendix A contains details about the processing of personal data, including the purpose and nature of the processing, type of personal data, categories of data subject and duration of the processing.
- 1.7 Appendix B contains the Data Controller's conditions for the Data Processor's use of sub-processors and a list of sub-processors authorised by the Data Controller.
- 1.8 Appendix C contains the Data Controller's instructions with regards to the processing of personal data, the minimum-security measures to be implemented by the Data Processor and how audits of the Data Processor and any sub-processors are to be performed.
- 1.9 Appendix D contains the basis for legal transfer to Supplier's sub-processor.
- 1.10 This Data Processing Addendum and its associated Appendices shall be retained in electronically by both Parties.

**Address**

Sjæleboderne 2, 1.th,
1122 Copenhagen,
Denmark

**Contact**

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- 1.11 This Data Processing Addendum shall not exempt the Data Processor from obligations to which the Data Processor is subject pursuant to the General Data Protection Regulation ("GDPR") or other legislation.

2. The rights and obligations of the Data Controller

- 2.1 The Data Controller is responsible for ensuring that the processing of personal data takes place in compliance with the GDPR (see Article 24 of the GDPR), the Danish Data Protection Act and the Data Processing Addendum.
- 2.2 The Data Controller has the right and obligation to make decisions about the purposes and means of the processing of personal data.
- 2.3 The Data Controller shall be responsible, among other, for ensuring that the processing of personal data, which the Data Processor is instructed to perform, has a legal basis.

3. The Data Processor acts according to instructions

- 3.1 The Data Processor shall process personal data only on documented instructions from the Data Controller, unless required to do so by Union or Member State law to which the processor is subject. Such instructions shall be specified in appendices A and C. Subsequent instructions can also be given by the Data Controller throughout the duration of the processing of personal data, but such instructions shall always be documented and kept in writing, including electronically, in connection with this Data Processing Addendum.
- 3.2 The Data Processor shall immediately inform the Data Controller if instructions given by the Data Controller, in the opinion of the Data Processor, contravene the GDPR or the applicable EU or Member State data protection provisions.



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4. Confidentiality

- 4.1 The Data Processor shall only grant access to the personal data being processed on behalf of the Data Controller to persons under the Data Processor's authority who have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality and only on a need to know basis. The list of persons to whom access has been granted shall be kept under periodic review. On the basis of this review, such access to personal data can be withdrawn, if access is no longer necessary, and personal data shall consequently not be accessible anymore to those persons.
- 4.2 The Data Processor shall at the request of the Data Controller demonstrate that the concerned persons under the Data Processor's authority are subject to the abovementioned confidentiality.

5. Security of processing

- 5.1 The Data Processor shall take all the measures required pursuant to Article 32 of the General Data Protection Regulation which stipulates that 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 of varying likelihood and severity for the rights and freedoms of natural persons, the Data Controller and Data Processor shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk.
- 5.2 The Data Controller shall evaluate the risks to the rights and freedoms of natural persons inherent in the processing and implement measures to mitigate those risks. Depending on their relevance, the measures may include the following:
- a. Pseudonymisation and encryption of personal data;
 - b. the ability to ensure ongoing confidentiality, integrity, availability and resilience of processing systems and services;
 - c. the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident;
 - d. a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.
- 5.3 According to Article 32 GDPR, the Data Processor shall also – independently from the Data Controller – evaluate the risks to the rights and freedoms of natural persons inherent in the processing and implement measures to mitigate those risks. To this effect, the Data

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**ClickLearn ApS**

www.clicklearn.com
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Controller shall provide the Data Processor with all information necessary to identify and evaluate such risks.

- 5.4 Furthermore, the Data Processor shall assist the Data Controller in ensuring compliance with the Data Controller's obligations pursuant to Articles 32 GDPR, by *inter alia* providing the Data Controller with information concerning the technical and organisational measures already implemented by the Data Processor pursuant to Article 32 GDPR along with all other information necessary for the Data Controller to comply with the Data Controller's obligation under Article 32 GDPR.
- 5.5 If subsequently – in the assessment of the Data Controller – mitigation of the identified risks require further measures to be implemented by the Data Processor, than those already implemented by the Data Processor pursuant to Article 32 GDPR, the Data Controller shall specify these additional measures to be implemented in Appendix C

6. Use of Sub-Processors

- 6.1 The Data Processor shall meet the requirements specified in Article 28(2) and (4) GDPR in order to engage another processor (Sub-Processor).
- 6.2 The Data Processor shall therefore not engage another processor (Sub-Processor) for the fulfilment of the Data Processing Addendum without the prior general written authorisation of the Data Controller.
- 6.3 The Data Processor has the Data Controller's general authorisation for the engagement of sub-processors. The Data Processor shall inform in writing the Data Controller of any intended changes concerning the addition or replacement of sub-processors at least two (2) months in advance, thereby giving the Data Controller the opportunity to object to such changes prior to the engagement of the concerned sub-processor(s). Longer time periods of prior notice for specific sub-processing services can be provided in Appendix B. The list of sub-processors already authorised by the Data Controller can be found in Appendix B.
- 6.4 Where the Data Processor engages a sub-processor for carrying out specific processing activities on behalf of the Data Controller, the same data protection obligations as set out in the Data Processing Addendum shall be imposed on that sub-processor by way of a contract or other legal act under EU or Member State law, in particular providing sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the processing will meet the requirements of the Data Processing Addendum and the GDPR.



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- 6.5 The Data Processor shall therefore be responsible for requiring that the sub-processor at least complies with the obligations to which the Data Processor is subject pursuant to the Data Processing Addendum and the GDPR.
- 6.6 A copy of such a sub-processor agreement and subsequent amendments shall – at the Data Controller’s request – be submitted to the Data Controller, thereby giving the Data Controller the opportunity to ensure that the same data protection obligations as set out in the Data Processing Addendum are imposed on the sub-processor. Clauses on business related issues that do not affect the legal data protection content of the sub-processor agreement, shall not require submission to the Data Controller.
- 6.7 If the sub-processor does not fulfil his data protection obligations, the Data Processor shall remain fully liable to the Data Controller as regards the fulfilment of the obligations of the sub-processor. This does not affect the rights of the data subjects under the GDPR – in particular those foreseen in Articles 79 and 82 GDPR – against the Data Controller and the Data Processor, including the sub-processor.

7. Transfer of data to third countries or international organisations

- 7.1 Any transfer of personal data to third countries or international organisations by the Data Processor shall only occur on the basis of documented instructions from the Data Controller and shall always take place in compliance with Chapter V GDPR.
- 7.2 In case transfers to third countries or international organisations, which the Data Processor has not been instructed to perform by the Data Controller, is required under EU or Member State law to which the Data Processor is subject, the Data Processor shall inform the Data Controller of that legal requirement prior to processing unless that law prohibits such information on important grounds of public interest.
- 7.3 Without documented instructions or approval of the Data Controller, the Data Processor therefore cannot – within the framework of this Data Processing Addendum:
- transfer personal data to a Data Controller or a Data Processor in a third country or in an international organization
 - transfer the processing of personal data to a sub-processor in a third country
 - have the personal data processed in by the Data Processor in a third country



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- 7.4 The Data Controller's instructions regarding the transfer of personal data to a third country including, if applicable, the transfer tool under Chapter V GDPR on which they are based, shall be set out in Appendix C.6.
- 7.5 The Data Processing Addendum shall not be confused with standard data protection clauses within the meaning of Article 46(2)(c) and (d) GDPR, and the Data Processing Addendum cannot be relied upon by the parties as a transfer tool under Chapter V GDPR.

8. Assistance to the Data Controller

- 8.1 Taking into account the nature of the processing, the Data Processor shall assist the Data Controller by appropriate technical and organisational measures, insofar as this is possible, in the fulfilment of the Data Controller's obligations to respond to requests for exercising the data subject's rights laid down in Chapter III GDPR.
- 8.2 This entails that the Data Processor shall, insofar as this is possible, assist the Data Controller in the Data Controller's compliance with:
- a. notification obligation when collecting personal data from the data subject
 - b. notification obligation if personal data have not been obtained from the data subject
 - c. right of access by the data subject
 - d. the right to rectification
 - e. the right to erasure ('the right to be forgotten')
 - f. the right to restrict processing
 - g. notification obligation regarding rectification or erasure of personal data or restriction of processing
 - h. the right to data portability
 - i. the right to object
 - j. the right to object to the result of automated individual decision-making, including profiling.



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- 8.3 In addition to the Data Processor's obligation to assist the Data Controller pursuant to Clause 6.4., the Data Processor shall furthermore, taking into account the nature of the processing and the information available to the Data Processor, assist the Data Controller in ensuring compliance with:
- a. The Data Controller's obligation to without undue delay and, where feasible, not later than 72 hours after having become aware of it, notify the personal data breach to the competent supervisory authority, Danish Data Protection Agency, unless the personal data breach is unlikely to result in a risk to the rights and freedoms of natural persons;
 - b. the Data Controller's obligation to without undue delay communicate the personal data breach to the data subject, when the personal data breach is likely to result in a high risk to the rights and freedoms of natural persons;
 - c. the Data Controller's obligation to carry out an assessment of the impact of the envisaged processing operations on the protection of personal data (a data protection impact assessment);
 - d. the Data Controller's obligation to consult the competent supervisory authority, Danish Data Protection Agency, prior to processing where a data protection impact assessment indicates that the processing would result in a high risk in the absence of measures taken by the Data Controller to mitigate the risk.
- 8.4 The parties shall define in Appendix C the appropriate technical and organisational measures by which the Data Processor is required to assist the Data Controller as well as the scope and the extent of the assistance required. This applies to the obligations foreseen in Clause 9.1. and 9.2

9. Notification of personal data breach

- 9.1 In case of any personal data breach, the Data Processor shall, without undue delay after having become aware of it, notify the Data Controller of the personal data breach.
- 9.2 The Data Processor's notification to the Data Controller shall, if possible, take place within twenty four (24) hours after the Data Processor has become aware of the personal data breach to enable the Data Controller to comply with the Data Controller's obligation to notify the personal data breach to the competent supervisory authority, cf. Article 33 GDPR.
- 9.3 In accordance with Clause 9(2)(a), the Data Processor shall assist the Data Controller in notifying the personal data breach to the competent supervisory authority, meaning that the Data Processor is required to assist in obtaining the information listed below which,



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pursuant to Article 33(3)GDPR, shall be stated in the Data Controller's notification to the competent supervisory authority:

- a. The nature of the personal data breach, including, if possible, the categories and the approximate number of affected data subjects and the categories and the approximate number of affected personal data records
- b. Probable consequences of a personal data breach
- c. Measures which have been taken or are proposed to manage the personal data breach, including, if applicable, measures to limit its possible damage.

10. Erasure and return of data

- 10.1 On termination of the provision of personal data processing services, the Data Processor shall be under obligation to return all the personal data to the Data Controller and delete existing copies unless Union or Member State law requires storage of the personal data.

11. Inspection and audit

- 11.1 The Data Processor shall make available to the Data Controller all information necessary to demonstrate compliance with the obligations laid down in Article 28 and the Data Processing Addendum and allow for and contribute to audits, including inspections, conducted by the Data Controller or another auditor mandated by the Data Controller.
- 11.2 Procedures applicable to the Data Controller's audits, including inspections, of the Data Processor and sub-processors are specified in appendices C.7. and C.8.
- 11.3 The Data Processor shall be required to provide the supervisory authorities, which pursuant to applicable legislation have access to the Data Controller's and Data Processor's facilities, or representatives acting on behalf of such supervisory authorities, with access to the Data Processor's physical facilities on presentation of appropriate identification.

12. The Parties' agreement on other terms

- 12.1 (Separate) terms relating to the consequences of the Parties' breach of this Data Processing Addendum, if applicable, shall be specified in the Parties' Agreement.



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13. Commencement and termination

- 13.1 This Data Processing Addendum shall become effective on the date of both Parties' signature to the Agreement.
- 13.2 Both Parties shall be entitled to require this Data Processing Addendum renegotiated if changes to the law or inexpediency of the provisions contained herein should give rise to such renegotiation.
- 13.3 The Parties' agreement on remuneration, terms etc. in connection with amendments to this Data Processing Addendum, if applicable, shall be specified in the Parties' Agreement.
- 13.4 This Data Processing Addendum may be terminated according to the terms and conditions of termination, incl. notice of termination, specified in the Agreement.
- 13.5 This Data Processing Addendum shall apply as long as the processing is performed. Irrespective of the termination of the Agreement and/or this Data Processing Addendum, the Data Processing Addendum shall remain in force until the termination of the processing and the erasure of the data by the Data Processor and any sub-processors.

14. Data Controller and Data Processor contacts/contact points

- 14.1 The Parties may contact each other using the following contacts/contact points:
For Data Processor:
<https://www.clicklearn.com/contact/>
For Data Controller:
Contact Person(s) as stated on the Purchase Order or as updated from time to time by information to Data Processor.
- 14.2 The Parties shall be under obligation continuously to inform each other of changes to contacts/contact points.



Address
Sjæleboderne 2, 1.th,
1122 Copenhagen,
Denmark



Contact
DK: +45 88 77 47 35
US: +1 727-201-5481
engage@clicklearn.com



ClickLearn ApS
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Appendix A Information about the processing

A.1 The purpose of the Data Processor's processing of personal data on behalf of the Data Controller is:

- To provide an automated e-learning tool in popular business software in accordance with the Agreement.

A.2 The Data Processor's processing of personal data on behalf of the Data Controller shall mainly pertain to (the nature of the processing):

- Collection, use, storage and erasure of personal data in relation to provision of the Services.
- End-user utilization to monitor and produce reports to Customer on End-Users consummation.

A.3 The processing includes the following types of personal data about data subjects:

1. Login information for named Authors and End-users

- Cloud-based customers:
 - i. The following types of personal data is processed: Login-information (e-mail-address, IP-address), full name, role.)
- On-premise customers:
 - i. When Customer enables storage in the Content Cloud, the following personal data is stored: Login-information (e-mail-address, IP-address), full name, role.)

2. End-user utilization – types of personal data

- Statistics and certain performance measurement points related to how the service is being used, inter alia End-User identifier, log regarding use of specific content (actions in relation to search, search words, read, view, skipping read and view, reference to recording or documents, assists, user ratings of documents/recordings, external content addressed and used. Further data within the purpose of the End-user utilization may be added.)

A.4 Processing includes the following categories of data subject:

- Authors and End-users of the Service which are employees or other individuals assigned by Customer.

A.5 The Data Processor's processing of personal data on behalf of the Data Controller may be performed when this Data Processing Addendum commences. Processing has the following duration:

The processing of personal data shall be concluded when the Agreement is terminated or as per instruction of the Data Controller.



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Appendix B Terms of the Data Processor's use of sub-processors and list of approved sub-processors

B.1 Approved sub-processors

The Data Controller shall on commencement of this Data Processing Addendum approve the engagement of the following sub-processors:

NAME	ADDRESS	DESCRIPTION OF PROCESSING
Microsoft	Microsoft Ireland Operations Limited One Microsoft Place South County Business Park Leopardstown Dublin 18, D18 P521	Hosting of services Data centre use dependent of Customer choice: Western Europe: Amsterdam (EU/EEA location) US: North Central. For EU/EEA customers choosing this data centre, EU-US Privacy Shield is basis for transfer of transfer AUS: Australia East.
Happy Fox	HappyFox Inc 47 Discovery, Suite 170 Irvine, California 92618	Support ticket system For transfer of any EU/EEA Customer Data the permissive basis is standard contractual clauses
ClickLearn India	ClickLearn India Pvt. Ltd. A-1011, Mondeal Heights, S G highway, Iscon Cross Rd, Ahmedabad-380015, India	Technical third level support, only. Will only get access to Customer Data when required on ad hoc basis for third level support. For transfer of any EU/EEA Customer Data the permissive basis is standard contractual clauses (APPENDIX D)
Clicklearn USA	ClickLearn US, Inc. 9800 4th Street North, Suite 200 33702 St. Petersburg, FL, U.S.A	First and second level support, access to customer data on ad hoc necessity only Will only get access to Customer Data when required on ad hoc basis for third level support. For transfer of any EU/EEA Customer Data the permissive basis is standard contractual clauses (APPENDIX D)

The Data Controller shall on the commencement of this Data Processing Addendum specifically approve the use of the above sub-processors for the processing described for that party.



Address
Sjæleboderne 2, 1.th,
1122 Copenhagen,
Denmark



Contact
DK: +45 88 77 47 35
US: +1 727-201-5481
engage@clicklearn.com



ClickLearn ApS
www.clicklearn.com
VAT No.: DK33075731

B.2 Prior notice for the authorization of sub-processors, if applicable

The Data Processor has the Data Controller's general consent for the engagement of sub-processors. The Data Processor shall, however, inform the Data Controller of any planned changes with regard to additions to or replacement of other data processors and thereby give the Data Controller the opportunity to object to such changes. Such notification shall be submitted to the Data Controller with a reasonable notice and if possible, at least two (2) months prior to the engagement of sub-processors or amendments coming into force. If the Data Controller should object to the changes, the Data Controller shall notify the Data Processor of this within seven (7) days of receipt of the notification. The Data Controller shall only be entitled to object on reasonable and specific grounds. If the Data Controller cannot accept the notified changes, Data Controller is entitled to terminate the Agreement.



Address
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Contact
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Appendix C Instruction pertaining to the use of personal data

C.1 The subject of/instruction for the processing

The Data Processor's processing of personal data on behalf of the Data Controller shall be carried out by the Data Processor performing the following:

- See description in appendix A

C.2 Security of processing

The level of security shall reflect:

That the processing involves personal data which are subject to Article 6 of the GDPR which is why a 'medium' level of security should be established.

The data processor shall hereafter be entitled and under obligation to make decisions about the technical and organisational security measures that are to be applied to create the necessary (and agreed) level of data security.

By following best-practice and working actively and consistently with data protection by design and by default in Article 25 of the GDPR the following technical and organizational security measures apply:

1. Use of high encryption techniques with rolling key-exchange
2. All data in transit is encrypted using SSL
3. Anti-X software implemented
4. Network segmentation
5. MFA for administrative access
6. Internal and external user access is logged
7. Role Based Access Control is implemented ensuring only work-related access is granted to internal workers
8. Employees are regularly trained in security discipline and attend awareness-training
9. All employees have signed NDA requiring strict confidentiality.
10. Retention and deletion policy apply to personal data
11. Processes for handling security breaches, data subject requests and more in place and reviewed regularly

Based on a continuous risk assessment other technical and organizational security measures may also apply.

C.3 Assistance to the Data Controller

The Data Processor shall insofar as this is possible – within the scope and the extent of the assistance specified below – assist the Data Controller in accordance with Clause 9.1. and 9.2.

The data processor must at all times be able to demonstrate and implement a process for managing data subject requests pertaining to personal data stored in the Services (Cloud based).



Address
Sjæleboderne 2, 1.th,
1122 Copenhagen,
Denmark



Contact
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C.4 Storage period/erasure procedures

- Follows Term of Customer Agreement after which the personal data is automatically erased or anonymized by the data processor.

C.5 Processing location

Processing of the personal data under this Data Processing Addendum cannot be performed at other locations than the following:

- See description in B.1.

C.6 Instruction on the transfer of personal data to third countries

Processing of the personal data under this Data Processing Addendum cannot be performed at other locations than the following without the Data Controller's prior written consent:

- See list of approved Sub-processors in B.1.

If the Data Controller does not in the Data Processing Addendum or subsequently provide documented instructions pertaining to the transfer of personal data to a third country, the Data Processor shall not be entitled within the framework of the Data Processing Addendum to perform such transfer.

C.7 Procedures for the Data Controller's audits, including inspections, of the processing of personal data being performed by the Data Processor

The Processor is upon written request once per calendar year, obligated to forward the following general documentation to the Controller:

A third-party audit declaration regarding the Suppliers compliance with the Agreement at format and discretion of Data Controller. Provision of this declaration shall be in lieu of any Customer specific compliance questionnaires.

Based on the result of the declaration, the Data Controller may request further measures to be taken at the Data Controllers cost.

The Data Controller or the Data Controller's representative shall in addition have access to inspect, including physically inspect, the places, where the processing of personal data is carried out by the Data Processor, including physical facilities as well as systems used for and related to the processing. Such an inspection shall be performed, when the Data Controller deems it required. The Data Controller's costs, if applicable, relating to physical inspection shall be borne by the Data Controller. The Data Processor shall, however, be under obligation to set aside reasonable resources (mainly time) required for the Data Controller to be able to perform the inspection.



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Contact
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C.8 Procedures for audits, including inspections, of the processing of personal data being performed by sub-processors

The Processor shall upon written request, be obligated to forward the following documentation to the Controller, however, only once a year:

- a) A declaration from the Processor's management stating that the Processor in the processing of the personal information on behalf of the controller, continually will comply with obligations under the Data Processor Agreement.
- b) A descriptive statement of the practical measures, including technical as well as organizational measures, which the Processor has taken to ensure fulfilment of its obligations under the Data Processor Agreement. The statement may include a summary of established and implemented management systems for information security, the processing of personal information as well as other measures taken. The Processor is in this regard also obligated to participate in follow-up meetings with the Controller.
- c) A statement of which control measures the Processor have taken and executed to measure and control the effect of the established management system for information security.

The aforementioned shall not apply to the extent that the Sub-processor already provides extensive audit declaration. Inter alia Microsoft.



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Appendix D TRANSFER OF DATA OUTSIDE EU/EEA – STANDARD CONTRACTUAL CLAUSES

Standard contractual clauses

This Appendix D is an integral part of the Agreement and is made on the Effective Date for the purposes transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection

Purpose:

Whereas the Customer and Supplier are Parties to the Agreement, these Standard Contractual Clauses are an agreement between the Customer and Sub-Processors ClickLearn USA and ClickLearn India to enable the transfer of certain but limited information when relevant to enable certain limited support services.

Accordingly, the roles and responsibilities of this addendum shall only apply when the relevant services are rendered.

Parties:

Customer

(hereinafter 'the data exporter')

and

ClickLearn USA and/or ClickLearn India

(hereinafter 'the data importer')

(each a 'Party' and 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 D.1.

The background for this agreement is that the data exporter has entered into the Data Processing Agreement ('DPA') with the data importer. Pursuant to the terms of the DPA, it is contemplated that services provided by the data importer will involve the transfer of personal data to data importer. Data importer is located in a country not ensuring an adequate level of data protection. To ensure compliance with directive 95/46/EC and applicable data protection law, the controller agrees to the provision of such services, including the processing of personal data incidental thereto, subject to the data importer's execution of, and compliance with, the terms of these clauses.



Address

Sjæleboderne 2, 1.th,
1122 Copenhagen,
Denmark



Contact

DK: +45 88 77 47 35
US: +1 727-201-5481
engage@clicklearn.com



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1. Definitions

1.1 For the purpose of the Clauses:

- a. 'personal data' '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 data¹;
- 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 sub-processor' means any processor engaged by the data importer or by any other sub-processor of the data importer who agrees to receive from the data importer or from any other sub-processor 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 sub-contract;
- 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.

2. Details of the transfer

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

¹ Parties may reproduce definitions and meanings contained in Directive 95/46/EC within this Clause if they considered it better for the contract to stand alone.



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3. Third-party beneficiary clause

- 3.1 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.
- 3.2 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.
- 3.3 The data subject can enforce against the sub-processor 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 sub-processor shall be limited to its own processing operations under the Clauses.
- 3.4 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.

4. Obligations of the data exporter

- 4.1 The data exporter agrees and warrants:
- 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;
 - 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;



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Sjæleboderne 2, 1.th,
1122 Copenhagen,
Denmark



Contact
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US: +1 727-201-5481
engage@clicklearn.com



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- c. that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Appendix D.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 sub-processor 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 D.2, and a summary description of the security measures, as well as a copy of any contract for sub-processing 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 sub-processing, the processing activity is carried out in accordance with Clause 11 by a sub-processor 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).

5. Obligations of the data importer²

5.1 The data importer agrees and warrants:

² Mandatory requirements of the national legislation applicable to the data importer which do not go beyond what is necessary in a democratic society on the basis of one of the interests listed in Article 13(1) of Directive 95/46/EC, that is, if they constitute a necessary measure to safeguard national security, defence, public security, the prevention, investigation, detection and prosecution of criminal offences or of breaches of ethics for the regulated professions, an important economic or financial interest of the State or the protection of the data subject or the rights and freedoms of others, are not in contradiction with the standard contractual clauses. Some examples of such mandatory requirements which do not go beyond what is necessary in a democratic society are, inter alia, internationally recognised sanctions, tax-reporting requirements or anti-money-laundering reporting requirements.



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Sjæleboderne 2, 1.th,
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Denmark



Contact
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US: +1 727-201-5481
engage@clicklearn.com



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- 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 D.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 sub-processing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix D.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 sub-processing, it has previously informed the data exporter and obtained its prior written consent;



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- i. that the processing services by the sub-processor will be carried out in accordance with Clause 11;
- j. to send promptly a copy of any sub-processor agreement it concludes under the Clauses to the data exporter.

6. Liability

- 6.1 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 sub-processor is entitled to receive compensation from the data exporter for the damage suffered.
- 6.2 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 sub-processor 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 sub-processor of its obligations in order to avoid its own liabilities.

- 6.3 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 sub-processor 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 sub-processor agrees that the data subject may issue a claim against the data sub-processor 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 sub-processor shall be limited to its own processing operations under the Clauses.



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7. Mediation and jurisdiction

- 7.1 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.
- 7.2 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.

8. Cooperation with supervisory authorities

- 8.1 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.
- 8.2 The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any sub-processor, 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.
- 8.3 The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any sub-processor preventing the conduct of an audit of the data importer, or any sub-processor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5(b).

9. Governing law

- 9.1 The Clauses shall be governed by the law of the Member State in which Supplier is established.



Address
Sjæleboderne 2, 1.th,
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Denmark



Contact
DK: +45 88 77 47 35
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engage@clicklearn.com



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10. Variation of the contract

- 10.1 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.

11. Sub-processing

- 11.1 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 sub-processor which imposes the same obligations on the sub-processor as are imposed on the data importer under the Clauses³. Where the sub-processor 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 sub-processor's obligations under such agreement.
- 11.2 The prior written contract between the data importer and the sub-processor 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 sub-processor shall be limited to its own processing operations under the Clauses.
- 11.3 The provisions relating to data protection aspects for sub-processing 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, namely Denmark.
- 11.4 The data exporter shall keep a list of sub-processing 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.

³ This requirement may be satisfied by the sub-processor co-signing the contract entered into between the data exporter and the data importer under this Decision.



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Denmark



Contact
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engage@clicklearn.com



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12. Obligation after the termination of personal data-processing services

- 12.1 The parties agree that on the termination of the provision of data-processing services, the data importer and the sub-processor 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.
- 12.2 The data importer and the sub-processor 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.

13. SIGNATURES

On behalf of the data importer:

ClickLearn USA

Copenhagen 23-Mar-20:

Name Theis Linnet Aagaard:

Position: CFO

On behalf of the data importer:

ClickLearn India

Copenhagen 23-Mar-20:

Name Theis Linnet Aagaard:

Position: Director



Address
Sjæleboderne 2, 1.th,
1122 Copenhagen,
Denmark



Contact
DK: +45 88 77 47 35
US: +1 727-201-5481
engage@clicklearn.com



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APPENDIX D.1

Data exporter

The data exporter is (please specify briefly your activities relevant to the transfer):

- Data exporter is party to the Agreement and requires certain ad hoc support activities. See description in Appendix A.

Data importer

The data importer is (please specify briefly activities relevant to the transfer):

- Data import will provide certain support activities. See description in Appendix A.

Data subjects

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

- See description in Appendix A.

Categories of data

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

- See description in Appendix A.

Special categories of data

N/A

Processing operations

See description in Appendix A and B.



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Sjæleboderne 2, 1.th,
1122 Copenhagen,
Denmark



Contact
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US: +1 727-201-5481
engage@clicklearn.com



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Appendix D.2 to the Standard Contractual Clauses

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

See description in Appendix C.



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Sjæleboderne 2, 1.th,
1122 Copenhagen,
Denmark



Contact
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US: +1 727-201-5481
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