General Data Protection Regulation

Contract for the processing of personal data on behalf of a controller pursuant to Art. 28 DSGVO

between

- in the following called "**client**" - -
and

kuravisma GmbH, Käthe-Kollwitz-Ufer 76, 01309 Dresden
- hereinafter referred to as "**contractor**" - -

1. Contract contents

In the context as a service provider of a digital learning plattform, it is the responsibility of the contractor to handle personal data. The client acts as the responsible body within the limits of the data protection regulations (henceforth the "client data"). This contract specifies the data protection rights and responsibilities of all parties involved, and is in accordance with contractor handling of client data and fulfillment of the main contract.

2. Scope of the assignment

2.1 The contractor processes the client data on behalf of –and in accordance with–the client's mandate, included within Art. 28 DSGVO (order processing). The client remains the responsible party in the sense of data protection laws.

2.2 The processing of customer data by the contractor is carried out in the manner, to the extent, and for the purpose specified in the main contract; the processing refers to the types of personal data and categories of data subjects specified within the main contract. The duration of data processing corresponds to the duration of the main contract.

2.3 The contractor reserves the right to use the client's altered or anonymized data (so it is no longer possible to identify individual data subjects) for the purpose of developing, designing, and optimising the software. This is in accordance with the fulfillment of all obligations stipulated in the main contract. The parties further agree that anonymised or, as the case may be, data that has been altered in accordance with the above provision, shall no longer be considered "principal data" within this contract and agreement.

2.4 The contractor may process and use the client data for their own objectives, at their own responsibility, and within the scope of what is permitted under data protection law, if an official declaration of consent of the concerned party or parties are given. This contract does not apply to processing of such data.

2.5 Contractor processing of client data shall generally take place within the European Union or in another party member of the European Economic Area (EEA). Notwithstanding, the

Contractor is also permitted to process client data outside the EEA, in compliance with the provisions of this contract, provided that the contractor informs the client prior to any data processing, and in accordance with the conditions of articles 44 - 48 DSGVO, or an exception under article 49 DSGVO exists.

3. Authority of the client to issue instructions

3.1 The contractor processes client data in accordance with the client's mandates, unless the contractor is legally obliged to process the data otherwise. In the latter case, the contractor will informs the client of these legal requirements before any processing, unless the law concerned prohibits such communication on the grounds of important public interest.

3.2 In principle, the client mandates are conclusively defined and documented in this contract. Individual mandates which deviate from those stipulated in this contract, or which impose additional restrictions or requirements necessitate prior consent from the contractor, and should be carried out in accordance with the amendment procedure laid out in the main contract. Stated within, all additional mandates should be documented and any additional costs incurred by the contractor shall be carried by the client.

3.3 The contractor guarantees that he processes all client data in accordance with the client's mandates. If the contractor is of the opinion that a client mandate violates this contract or any applicable data protection law, the contractor is authorized–after giving according notice to the client–to suspend execution of all new mandates until the client confirms the specified mandate. The parties agree that the sole responsibility for processing client data in regards to mandates is with the client.

4. Client responsibilities

4.1 The client is entirely responsible for the validity in upholding laws in the processing of client data, and for safeguarding the rights of the individual client data in relation to all parties. Should third parties assert claims against the contractor due to the processing of client data in accordance with this contract, the client shall indemnify the contractor from all such claims immediately.

4.2 The client is responsible for providing the contractor with all client data within the contractually agreed upon time-frame and schedule in order to optimize service performance. The client is also responsible for the quality of all client data. The client must inform the contractor immediately and in detail, if any errors or irregularities are discovered by the client upon product delivery, or any time afterwards, with regard to data protection regulations and client mandates.

4.3 Upon request, the client shall provide the contractor with the information referred to in Art. 30 para. 2 DSGVO, insofar as the contractor does not have this information available.

4.4 If the contractor is obliged to provide information to a state authority or any individual authority regarding client data processing, or if the contractor needs to cooperate with these authorities in any other way, the client is obliged to support the contractor on first request in providing such information or in fulfilling other obligations to cooperate.

5. Staff requirements

All persons working on or processing principal client data are obliged to sign a confidentiality agreement in regards to any data and processes for the client.

6. Processing Safety

6.1 The contractor is responsible, according to article. 32 DSGVO, to take all necessary and suitable technical and organizational measures–taking into account the state of technology, the cost of implementation, the scope, circumstance and the purpose of processing client data, as well as the various likelihood and risks to the rights and freedoms of the affected persons–to guarantee an adequate level of protection against any risks to any client data.

6.2 The contractor has the right to change or adapt any technical and organizational measures throughout the term of the contract, as long as they fulfill and follow legal requirements.

7. Third-party claims

7.1 The client gives general consent to the contractor to consult any other provider concerning client data processing. Any other service providers consulted or included in processing by contract end appear in **appendix 1**. Generally, those who do not need particular licencing are those contractual partnerships with service providers with specialized data processing procedures, or data processing arrangements made with other providers other than the ones specified. This is relevant even if access to the client data cannot be excluded, as long as the contractor meets adequate regulations for the protection of the confidentiality of all client data.

7.2 The contractor will inform the client about any deliberate changes in relation to the addition of, cooperation with, or the compensation of other service providers. The client has the right to raise objection against assistance from or cooperation with another potential service provider. Objections may only be raised by the client when they have important concerns and proof of their concerns. If the client does not raise objection within 14 days after being notified, his right to object that specific service provider is cancelled. If the client objects to the additional service provider, the contractor is entitled to cancel the main contract and further contracts with a cancellation term of 3 months.

7.3 Any contract between the contractor and other service providers must impose the same mandates and restrictions as they stand for the contractor in this contract. All parties agree that this requirement is met if the new contract with the service provider has a level of

protection corresponding to the one outlined in this contract, or if other obligations laid out in article 28 Para. 3 GDPR are met by the service provider.

7.4 In compliance with the requirements of section 2.5 of this contract, the regulations in section 7 also apply if another service provider is represented in a third country. The client hereby authorizes the contractor–on behalf of the client–to conclude a contract with another service provider, which includes the EU standard contractual clauses for the transfer of personal data to processors in third countries (from 5.2.2010). The client agrees to take all measures to actively participate in the fulfilment of the contract conditions according to article 49 DSGVO.

8. Customer rights and concerns

8.1 Full support (within a reasonable capacity and in accordance with outlined mandates) will be given by the contractor to the client, encompassing technical and organizational measures, to assist in the clients' fulfillment of responsibilities to answer claims of concerned persons.

8.2 As soon as a person makes a formal complaint or raises legal issues to the contractor, the contractor will inform the client, and pass on the information from the complaint or request.

8.3 It is the responsibility of the contractor to share stored information concerning client data, including information on all third-party recipients of stored client data. The contractor will also inform the client on reasoning for storage of client data, provided the client requires the information or does not have access to the information.

8.4 The contractor will facilitate the clients need to access information to make corrections. This will occur within a reasonable scope. All costs incurred by the contractor for these services will be reimbursed by the client. Services include correction of customer data, and freezing or limiting accounts. Alternatively, upon client request, the contractor can carry out all the corrections or changes to accounts if the client is unable. All incurred costs will be carried by the client in this case as well.

8.5 If a claim is made towards the client regarding the right to data transferability with regard to any client data after article. 20 DSGVO, the contractor will assist the client–within the scope of the reasonable and necessary, and with reimbursement of incurred expenditures–by supplying the client with client data with the required information, and in a machine-readable format if the client cannot otherwise obtain the data.

9. Contractor obligations and support responsibilities

9.1 If the client receives a complaint, or a request for legal action due to a violation of client data (in particular according to article. 33, 34 DSGVO), the contractor will inform the client as

soon as possible, in order to make aware of any issues in the clients scope of responsibility. The contractor will assist the client in creating all lawfully required documentation, claims and notifications–within the scope of the reasonable and necessary, and with reimbursement of incurred expenditures.

9.2 The contractor will support the client–within the scope of the reasonable and necessary, and with reimbursement of incurred expenditures–with subsequent data-protection evaluations that might need to be carried out. This support includes assistance for consultations and meetings with official authorities according to article. 35, 36 DSGVO.

10. Deleting data

10.1 Client data will be deleted after the contract ends, providing there is no prior legal obligation or contract to extend the storage of all or partial client data.

10.2 Documentation serving as proof of orderly and proper processing measures of all client data may be kept by the contractor after expiration of the contract.

11. Proof and examination

11.1 Should the client require it, the contractor will make all necessary information available to the client to verify the observance of his responsibilities according to this contract.

11.2 The client is entitled to monitor the contractor in regards to the observance of the mandates of this contract, in particular the implementation of technical and organizational measures; monitoring may include inspections.

11.3 According to article 11.2, the client is rightful to inspect contractor facilities. Stipulations are attendance within the scope of the usual office hours (Mondays to on Fridays 10am-6pm), after giving prior notice, according to figure 11.5, and at the clients' own expenses. The client must enter without disturbance and respect and maintain strict company confidentiality policies. The client will be given access to the offices in which client data is processed.

11.4 The contractor is entitled not to reveal information at their own discretion, taking into account legal accountability to the client. This information may include highly sensitive information on the contractor or if showing the information is deemed as going against legal or other contractual regulations. The client is not permitted to access data or information from other clients of the contractor. The client is not permitted information concerning costs, to quality inspection and contract-management reports, as well as to all other confidential contractor data which is not immediately relevant to the agreed upon inspection purposes.

11.5 The client must inform the contractor in an appropriate time frame (generally two weeks beforehand) about anything needed to realize the inspection comprehensively. The client

may carry out one inspection per calendar year. Other inspections occur against additional costs, and after approval from the contractor.

11.6 Should the client instruct a third party with carrying out the inspection, the client has to have written commitment from the third party. The third party must also maintain the same regulations and confidentiality, as the client is also obliged on the basis of point 11. of this contract, which must be guaranteed by the client unless the third party already has another confidentiality agreement. If a request is made by the contractor to present required documentation, the client should immediately present all arrangements made with the third party. The client may in no way allow entry, control, rights or privileges to any competition of the contractor in any way.

11.7 At the contractor's choice, proof of contract compliance may alternately be provided through submission of an appropriate, up-to-date certificate or report from an independent body (e.g. auditor, data protection officer, IT security department, data protection auditor or quality auditors) or by providing an appropriate certification by IT security or data protection audit – e.g. according to BSI basic protection – ("audit report")

12. Contract duration and notice

12.1 The term and notice of this contract is in accordance with the information and regulations provided with the offer on the website. The contract automatically expires at the end of the free offer (31.07.2020).

13. Final regulations

13.1 Should singular clauses of this contract be irrelevant or contain irregularities, the remaining clauses will remain unaffected. All parties agree to find an alternate lawful clause which is closest to the needs of all parties, and that meets the requirements of article. 28 DSGVO.

13.2 If there should be contradictions between this contract and other arrangements between the parties, the regulations of this contract go ahead of those other arrangements.

Appendix 1:

Subcontractor
For the processing of data on behalf of the client, the contractor uses services from third parties that process data on their behalf ("subcontractor").

These are the following companies:

Company Subcontractor Address / Country Service

1 & 1 IONOS SE Elgendorfer Str. 57 56410 Montabaur Germany

Data center for application and database server hosting service providers