



Data Processing Addendum

This Data Processing Addendum (“**DPA**”) forms a part of the Customer Terms of Service (“**TOS**”) found at <https://edsmart.com/about-us/terms-and-conditions/>, unless Customer has entered into a superseding written subscription agreement with Cloud Paper Group Pty Ltd (“**CPG**”), in which case, it forms a part of such written agreement (in either case, the “**Agreement**”).

By signing the DPA, Customer enters into this DPA on behalf of itself and, to the extent required under applicable Data Protection Laws, in the name and on behalf of its Controller Affiliates (defined below). For the purposes of this DPA only, and except where indicated otherwise, the term “Customer” shall include Customer and Controller Affiliates. All capitalized terms not defined herein shall have the meaning set forth in the Agreement.

In the course of providing the Services under the Agreement, CPG may Process certain Personal Data (such terms defined below) on behalf of Customer and where CPG Processes such Personal Data on behalf of Customer the Parties agree to comply with the terms and conditions in this DPA in connection with such Personal Data.

HOW TO EXECUTE THIS DPA:

1. This DPA consists of two parts: the main body of the DPA, and Exhibit A, B and C (including Appendices 1 and 2).
2. This DPA has been pre-signed on behalf of CPG. The Standard Contractual Clauses in Exhibit C have been pre-signed by CPG as the data importer.
3. To complete this DPA, Customer must:
 - a. Complete the information in the signature box and sign on Page 6.
 - b. Complete the information as the data exporter on Page 9.
 - c. Complete the information in the signature box and sign on Pages 16, 18 and 19.
4. Send the completed and signed DPA to CPG by email, indicating Customer’s name, to dpa@edsmart.com.
5. Upon receipt of the validly completed DPA by CPG at this email address, this DPA will become legally binding.

1. DEFINITIONS

“**Affiliate**” means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. “Control,” for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

“**Controller**” means the entity which determines the purposes and means of the Processing of Personal Data.

“**Controller Affiliate**” means any of Customer's Affiliate(s) (a) (i) that are subject to applicable Data Protection Laws of the European Union, the European Economic Area and/or their member states, Switzerland and/or the United Kingdom, and (ii) permitted to use the Services pursuant to the Agreement between Customer and CPG, but have not signed their own Order Form and are not a

“Customer” as defined under the Agreement, (b) if and to the extent CPG processes Personal Data for which such Affiliate(s) qualify as the Controller.

"**Data Protection Laws**" means EU Data Protection Laws and, to the extent applicable, the data protection or privacy laws of any other country;

"**EEA**" means the European Economic Area;

"**GDPR**" means the 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, and repealing Directive 95/46/EC (General Data Protection Regulation).

"**Standard Contractual Clauses**" means the agreement executed by and between Customer and CPG, and attached hereto as Exhibit C pursuant to the European Commission's decision (C(2010)593) of 5 February 2010 on Standard Contractual Clauses for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection.

"**Sub-processor**" means any entity engaged by CPG or a member of the CPG Group to Process Personal Data in connection with the Services.

2. PROCESSING OF PERSONAL DATA

- 2.1 **Roles of the Parties.** The parties acknowledge and agree that with regard to the Processing of Personal Data, Customer is the Controller, CPG is the Processor and that CPG or members of the CPG Group may engage Sub-processors pursuant to the requirements set forth in Section 5 "Sub-processors" below.
- 2.2 **Customer's Processing of Personal Data.** Customer shall, in its use of the Services and provision of instructions, Process Personal Data in accordance with the requirements of applicable Data Protection Law. Customer shall have sole responsibility for the accuracy, quality, and legality of Personal Data and the means by which Customer acquired Personal Data.
- 2.3 **CPG's Processing of Personal Data.** As Customer's Processor, CPG shall only Process Personal Data for the following purposes: (i) Processing in accordance with the Agreement and applicable Order Form(s); (ii) Processing initiated by Authorized Users in their use of the Services; and (iii) Processing to comply with other reasonable instructions provided by Customer (e.g., via email or support tickets) that are consistent with the terms of the Agreement (individually and collectively, the "Purpose"). CPG acts on behalf of and on the instructions of Customer in carrying out the Purpose.
- 2.4 **Details of the Processing.** The subject-matter of Processing of Personal Data by CPG is the Purpose. The duration of the Processing, the nature and purpose of the Processing, the types of Personal Data and categories of Data Subjects Processed under this DPA are further specified in Exhibit B (Description of Processing Activities) to this DPA.

3. RIGHTS OF DATA SUBJECTS

3.1 **Data Subject Requests.** CPG shall, to the extent legally permitted, promptly notify Customer if CPG receives any requests from a Data Subject to exercise the following Data Subject rights: access, rectification, restriction of Processing, erasure (“right to be forgotten”), data portability, objection to the Processing, or to not be subject to an automated individual decision making (each, a “**Data Subject Request**”). Taking into account the nature of the Processing, CPG shall assist Customer by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of Customer’s obligation to respond to a Data Subject Request under applicable Data Protection Laws. In addition, to the extent Customer, in its use of the Services, does not have the ability to address a Data Subject Request, CPG shall, upon Customer’s request, provide commercially reasonable efforts to assist Customer in responding to such Data Subject Request, to the extent CPG is legally permitted to do so and the response to such Data Subject Request is required under applicable Data Protection Laws. To the extent legally permitted, Customer shall be responsible for any costs arising from CPG’s provision of such assistance, including any fees associated with provision of additional functionality.

4. SECURITY

4.1 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, CPG shall in relation to Personal Data implement appropriate technical and organizational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) of the GDPR.

4.2 In assessing the appropriate level of security, CPG shall take account in particular of the risks that are presented by Processing, in particular from a Personal Data Breach.

5. SUBPROCESSING

5.1 **Appointment of Sub-processors.** Customer acknowledges and agrees that (a) CPG’s Affiliates may be retained as Sub-processors; and (b) CPG and CPG’s Affiliates respectively may engage third- party Sub-processors in connection with the provision of the Services. As a condition to permitting a third-party Sub-processor to Process Personal Data, CPG or a CPG Affiliate will enter into a written agreement with each Sub-processor containing data protection obligations that provide at least the same level of protection for Personal Data as those in this DPA, to the extent applicable to the nature of the Services provided by such Sub-processor. Customer acknowledges that CPG is located in Australia. Customer agrees to enter into the Standard Contractual Clauses set out in Exhibit C and acknowledges that subprocessors may be appointed by CPG in accordance with Clause 11 of Exhibit C.

5.2 **List of Current Sub-processors and Notification of New Sub-processors.** A current list of Sub-processors for the Services, including the identities of those Sub-processors and their country of location, is accessible via <http://www.edsmart.com/edsmart-subprocessors> (“Sub-processor Lists”). Customer may receive notifications of new Sub-processors by e-mailing dpa@edsmart.com with the subject “Subscribe”, and if a Customer contact subscribes, CPG shall provide the subscriber with notification of new Sub-processor(s) before authorizing such new Sub-processor(s) to Process Personal Data in connection with the provision of the applicable Services.

- 5.3 **Objection Right for New Sub-processors.** Customer may reasonably object to CPG's use of a new Sub-processor (e.g., if making Personal Data available to the Sub-processor may violate applicable Data Protection Law or weaken the protections for such Personal Data) by notifying CPG promptly in writing within ten (10) business days after receipt of CPG's notice in accordance with the mechanism set out in Section 5.2. Such notice shall explain the reasonable grounds for the objection. In the event Customer objects to a new Sub-processor, as permitted in the preceding sentence, CPG will use commercially reasonable efforts to make available to Customer a change in the Services or recommend a commercially reasonable change to Customer's configuration or use of the Services to avoid Processing of Personal Data by the objected-to new Sub-processor without unreasonably burdening Customer. If CPG is unable to make available such change within a reasonable period of time, which shall not exceed thirty (30) days, either party may terminate without penalty the applicable Order Form(s) with respect only to those Services which cannot be provided by CPG without the use of the objected-to new Sub-processor by providing written notice to CPG. CPG will refund Customer any prepaid fees covering the remainder of the term of such Order Form(s) following the effective date of termination with respect to such terminated Services, without imposing a penalty for such termination on Customer.
- 5.4 **Liability.** CPG shall be liable for the acts and omissions of its Sub-processors to the same extent CPG would be liable if performing the Services of each Sub-processor directly under the terms of this DPA.

6. DATA SUBJECT RIGHTS

- 6.1 Taking into account the nature of the Processing, CPG shall implement appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the CPG's obligations, as reasonably understood by CPG, to respond to requests to exercise Data Subject rights under the Data Protection Laws.
- 6.2 CPG shall:
- 6.2.1 promptly notify Customer if a request is received from a Data Subject under any Data Protection Law in respect of Personal Data; and
 - 6.2.2 ensure that CPG responds as required by Applicable Laws

7. PERSONAL DATA BREACH

- 7.1 CPG shall notify the Customer without undue delay upon becoming aware of a Personal Data Breach affecting Personal Data, providing the Customer with sufficient information to meet any obligations to report or inform Data Subjects of the Personal Data Breach under the Data Protection Laws.
- 7.2 CPG shall provide commercially reasonable cooperation and assistance in identifying the cause of such Data Breach and take commercially reasonable steps to remediate the cause to the extent the remediation is within CPG's control. The obligations herein shall not apply to incidents that are caused by Customer, Authorized Users and/or any Non-CPG Products.

8. DELETION OR RETURN OF PERSONAL DATA

- 8.1 Upon termination of the Services for which CPG is Processing Personal Data, CPG shall, upon Customer's request, and subject to the limitations described in the Agreement, return all Customer Data and copies of such data to Customer or securely destroy them and demonstrate to the satisfaction of Customer that it has taken such measures, unless applicable law prevents it from returning or destroying all or part of Customer Data. For clarification, depending on the Service plan purchased by Customer, access to export functionality may incur additional charge(s) and/or require purchase of a Service upgrade. CPG agrees to preserve the confidentiality of any retained Customer Data and will only actively Process such Customer Data after such date in order to comply with the laws it is subject to.

9. AUDIT RIGHTS

- 9.1 **Report on Compliance.** Subject to the provisions of Section 9.2 below, at Customer's written request, Provider will provide Customer all information necessary to demonstrate compliance with this Addendum.

- 9.2 **Audit.** Customer may contact CPG to request an on-site audit of CPG's procedures relevant to the protection of Personal Data, but only to the extent required under applicable Data Protection Law.

9.2.1 Customer shall reimburse CPG for any time expended for any such on-site audit at the CPG Group's then-current rates, which shall be made available to Customer upon request.

9.2.2 Before the commencement of any such on-site audit, Customer and Provider shall mutually agree upon the scope, timing, and duration of the audit.

9.2.3 Provider or Sub-processor need not give access to its premises for the purposes of such an audit or inspection:

- i. to any individual unless he or she produces reasonable evidence of identity and authority;
- ii. outside normal business hours at those premises, unless the audit or inspection needs to be conducted on an emergency basis and Customer undertaking an audit has given notice to Provider that this is the case before attendance outside those hours begins; or
- iii. for the purposes of more than one audit or inspection, in respect of Provider or each Sub-processor, in any calendar year, except for any additional audits or inspections which: (A) Customer reasonably considers necessary because of genuine concerns as to Provider's or applicable Sub-processor's compliance with this Addendum; or (B) Customer is required or requested to carry out by Data Protection Law and Regulation, a Supervisory Authority or any similar regulatory authority responsible for the enforcement of Data Protection Laws in any country or territory; where Customer has identified its concerns or the relevant requirement or request in its notice to Provider.

9.2.4 Customer will be responsible for any fees charged by any auditor appointed by Customer to execute any such audit. CPG will provide Customer with further

details of any applicable fee, and the basis of its calculation, in advance of any such review or audit.

9.2.5 Customer shall promptly notify CPG with information regarding any non-compliance discovered during the course of an audit, and CPG shall use commercially reasonable efforts to address any confirmed non-compliance.

10. JURISDICTION AND GOVERNING LAW.

10.1 Law

This Addendum and all non-contractual or other obligations arising out of or in connection with it are governed by the laws of the United Kingdom.

10.2 Jurisdiction.

With respect to any disputes or claims howsoever arising under this Addendum, including disputes regarding its existence, validity or termination or the consequences of its nullity the parties submit to the jurisdiction of the competent courts of London, United Kingdom.

11. INDEMNIFICATION; LIMITATION OF LIABILITY

If one party is held liable for a violation of this Addendum or, if applicable, any provision of the Standard Contractual Clauses, committed by the other party, the latter will, to the extent to which it is liable, indemnify the first party for any cost, charge, damages, expenses or loss it has incurred in accordance with the provisions of the "Indemnification" Section of the Agreement. Each party's liability, taken together in the aggregate, arising out of or related to this Addendum and/or the Standard Contractual Clauses, whether in contract, tort or under any other theory of liability, is subject to the 'Limitation of Liability' section of the Agreement. For the avoidance of doubt, CPG's total liability for all claims from the Customer or any third party arising out of or related to the Agreement and this Addendum shall apply in the aggregate for all claims under both the Agreement and this Addendum.

12. LEGAL EFFECT

12.1 This DPA shall only become legally binding between Customer and CPG when the formalities steps set out in the Section "HOW TO EXECUTE THIS DPA" above have been fully completed. If Customer has previously executed a data processing addendum with CPG, this DPA supersedes and replaces such prior Data Processing Addendum.

List of Exhibits

- Exhibit A: Additional Data Transfer Terms
- Exhibit B: Description of Processing Activities
- Exhibit C: Standard Contractual Clauses

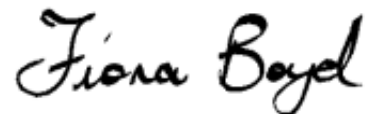
IN WITNESS WHEREOF, this Addendum is entered into and becomes a binding part of the TOS with effect from the date first set out above.

[CPG]

Name: Fiona Boyd

Title: CEO and Co-Founder

Date Signed: 24 May 2018



Authorised Signature

[Customer]

Name of Customer:

Name of Signatory:

Title of Signatory:

Date Signed:

Authorised Signature

EXHIBIT A ADDITIONAL TERMS TO STANDARD CONTRACTUAL CLAUSES

- 1. Customers covered by the Standard Contractual Clauses.** The Standard Contractual Clauses and the additional terms specified in this Exhibit A apply to (i) the legal entity that has executed the Standard Contractual Clauses as a data exporter and its Controller Affiliates and, (ii) all Affiliates of Customer established within the European Economic Area, Switzerland and the United Kingdom, which have signed Order Forms for the Services. For the purpose of the Standard Contractual Clauses and this Section 1, the aforementioned entities shall be deemed “data exporters”.
- 2. Instructions.** This DPA and the Agreement are Customer’s complete and final instructions at the time of execution of the DPA for the Processing of Personal Data. Any additional or alternate instructions must be agreed upon separately. For the purposes of Clause 5(a) of the Standard Contractual Clauses, the following is deemed an instruction by the Customer to process Personal Data: (a) Processing in accordance with the Agreement and applicable Order Form(s); (b) Processing initiated by Authorized Users in their use of the Services; and (c) Processing to comply with other reasonable instructions provided by Customer (e.g., via email or support tickets) where such instructions are consistent with the terms of the Agreement.
- 3. Appointment of new Sub-processors and List of current Sub-processors.** Pursuant to Clause 5(h) of the Standard Contractual Clauses, Customer acknowledges and expressly agrees that (a) CPG’s Affiliates may be retained as Sub-processors; and (b) CPG and CPG’s Affiliates respectively may engage third-party Sub-processors in connection with the provision of the Services. CPG shall make available to Customer the current list of Sub-processors in accordance with Section 4.2 of this DPA.
- 4. Notification of New Sub-processors and Objection Right for new Sub-processors.** Pursuant to Clause 5(h) of the Standard Contractual Clauses, Customer acknowledges and expressly agrees that CPG may engage new Sub-processors as described in Sections 4.2 and 4.3 of the DPA.
- 5. Certification of Deletion.** The parties agree that the certification of deletion of Personal Data that is described in Clause 12(1) of the Standard Contractual Clauses shall be provided by CPG to Customer only upon Customer’s request.
- 6. Conflict.** In the event of any conflict or inconsistency between the body of this DPA and any of its Schedules (not including the Standard Contractual Clauses) and the Standard Contractual Clauses in Exhibit C, the Standard Contractual Clauses shall prevail.

EXHIBIT B DESCRIPTION OF PROCESSING ACTIVITIES

Data Subjects

Customer may submit personal data to the Services, the extent of which is determined and controlled by Customer and which may include, but is not limited to, personal data relating to the following categories of data subject:

- Authorized Users;
- Employees of Customer;
- Consultants of Customer;
- Contractors of Customer;
- Agents of Customer; and/or
- Third parties with which Customer conducts business.

Categories of data

The personal data transferred concern the following categories of data:

Any personal data comprised in Customer Data, as defined in the Agreement.

Special categories of data

Customer may submit personal data to CPG through the Services, the extent of which is determined and controlled by Customer in compliance with applicable Data Protection Law and which may concern the following special categories of data, if any:

- Racial or ethnic origin;
- Religious or philosophical beliefs;
- Genetic or biometric data;
- Health.

Processing operations

The personal data transferred will be processed in accordance with the Agreement and any Order Form and may be subject to the following processing activities:

- Storage and other processing necessary to provide, maintain, and improve the Services provided to Customer;
- To provide customer and technical support to Customer; and
- Disclosures in accordance with the Agreement, as compelled by law.

EXHIBIT C 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 [*This opening recital is deleted if these Clauses are not governed by the law of a member state of the EEA.*]

Name of the data exporting organisation:

Address:

Tel.: _____; fax: _____; e-mail: _____

Other information needed to identify the organisation

.....
(the data **exporter**)

And

Name of the data importing organisation: Cloud Paper Group Pty Ltd

Address: Level 1, 180 Albert Road, South Melbourne VIC 3206 Australia

Tel.: +61 3 8560 0890 e-mail: dpa@edsmart.com

(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.

Background

The data exporter has entered into a data processing addendum (“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.

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; *[If these Clauses are governed by a law which extends the protection of data protection laws to corporate persons, the words "except that, if these Clauses govern a transfer of data relating to identified or identifiable corporate (as well as natural) persons, the definition of "personal data" is expanded to include those data" are added.]*
- (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; *[If these Clauses are not governed by the law of a Member State, the words "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" are deleted.]*
- (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; *[If these Clauses are not governed by the law of a Member State, the words "within the meaning of Directive 95/46/EC" are deleted.]*
- (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.

On behalf of the data exporter:

[Populated with details of, and deemed signed on behalf of, the data exporter:]

Name of Customer:

Name of Signatory:

Title of Signatory:

Other information necessary in order for the contract to be binding (if any):

Authorised Signature

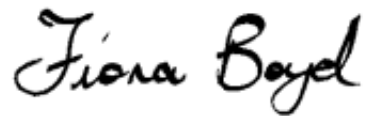
On behalf of the data importer:

[Populated with details of, and deemed signed on behalf of, the data importer:]

Name: Fiona Boyd

Title: CEO and Co-Founder

Address: Level 1/180 Albert Road, South Melbourne VIC 3206 Australia



Authorised Signature

APPENDIX 1 TO THE STANDARD CONTRACTUAL CLAUSES

Data Exporter

The Data Exporter is a customer of the Data Importer's software as a service school organisation system and/or technologies.

Data Importer

The Data Importer is a provider of software as a service school organisation systems and/or technologies.

Data subjects

Data Exporter may submit personal data to the Data Importer through the Services, the extent of which is determined and controlled by the Data Exporter in compliance with applicable Data Protection Law and which may include, but is not limited to, personal data relating to the following categories of data subject:

- Authorized Users;
- Students of the Data Exporter
- Parents and Guardians of Students of the Data Exporter
- Employees of the Data Exporter;
- Consultants of the Data Exporter;
- Contractors of the Data Exporter;
- Agents of the Data Exporter; and/or
- Third parties with which the Data Exporter conducts business.

Categories of data

The personal data transferred concern the following categories of data:

Any personal data comprised in Customer Data. "Customer Data" means all data and information submitted by Authorized Users to the Services and includes message text, files, comments, links, and Authorized User profile information, but does not include Non-CPG Products or the Services.

Special categories of data

Data Exporter may submit personal data to the Data Importer through the Services, the extent of which is determined and controlled by the Data Exporter in compliance with Applicable Data Protection Law and which may concern the following special categories of data, if any:

- racial or ethnic origin;
- religious or philosophical beliefs;
- genetic or biometric data;
- health.

Processing operations

The personal data transferred will be processed in accordance with the Agreement and any Order Form and may be subject to the following processing activities:

- storage and other processing necessary to provide, maintain and improve the Services provided to the Data Exporter;
- to provide customer and technical support to the Data Exporter; and
- disclosures in accordance with the Agreement, as compelled by law.

DATA EXPORTER:

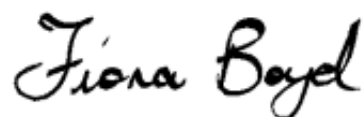
Name of Customer:

Name of Signatory:

Authorised Signature

DATA IMPORTER:

Name: Fiona Boyd



Authorised Signature

APPENDIX 2 TO THE STANDARD CONTRACTUAL CLAUSES

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

Technical and organisational security measures implemented by the Data Importer in accordance with Clauses 4(d) and 5(c):

The Data Importer has implemented and will maintain appropriate technical and organisational measures to protect the personal data against misuse and accidental loss or destruction.

DATA EXPORTER:

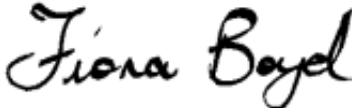
Name of Customer:

Name of Signatory:

Authorised Signature

DATA IMPORTER:

Name of Signatory: Fiona Boyd



Authorised Signature