

Data Processing Agreement: TKey Education Solutions Private Limited

DEFINITIONS

TKey UK (or Data Exporter) means The Key Support Services Limited and any of its subsidiaries within The Key Group and in particular shall include Schools Educational Software Limited (“SESL”);

TKey India means TKey Education Solutions Private Limited;

Data Protection Laws all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder); and the Privacy and Electronic Communications Regulations 2003 (SI 2003 No. 2426) as amended;

Data Subject means each identified or identifiable (whether directly or indirectly) natural person to whom any Personal Data relates;

UK GDPR means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27th April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018.

GDPR Terms means the provisions of Clause 1 of this Agreement;

Personal Data means any information relating to an identified or identifiable living individual; and

Personal Data Breach means any actual or suspected breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise processed.

Services means all processing by TKey India of Personal Data in relation to supporting delivery of software solutions to TKey UK's customers and providing development and support services to TKey UK.

1. GDPR Terms

1.1 General terms

- (a) To the extent that TKey India processes Personal Data in the course of providing the Services, each party acknowledges that, for the purpose of Data Protection Laws
 - (i) In some cases, particularly in relation to internal services and Personal Data of TKey UK's employees, TKey UK is the controller of the Personal Data and TKey India is the processor;

- (ii) For external customer services and information, where the customer is the controller of the Personal Data, TKey UK is the processor and TKey India is a sub-processor.
- (b) TKey India shall implement appropriate technical and organisational measures in such a manner that processing will meet the requirements of the UK GDPR and ensure the protection of the rights of the data subject.
- (c) The subject-matter and duration of the processing, the nature and purpose of the processing, the type of personal data, the categories of data subjects and the obligations and rights of TKey UK are set forth in this Agreement and Schedule 1 (as amended by the parties from time to time).
- (d) TKey India shall:
 - (i) only process the Personal Data in accordance with the documented instructions of TKey UK (including to the extent necessary to provide the Services and to comply with its obligations under this Agreement);
 - (ii) inform TKey UK if, in TKey India's opinion, any of TKey UK's instructions would breach Data Protection Laws; and
 - (iii) assist TKey UK with undertaking an assessment of the impact of processing that Personal Data, and with any consultations with a supervisory authority, if and to the extent an assessment or consultation is required to be carried out under Data Protection Laws.

1.2 Data Subject Rights

TKey India shall:

- (a) implement appropriate technical and organisational measures for the fulfilment of TKey UK's obligation to respond to requests by Data Subjects to exercise their rights of access, rectification or erasure, to restrict or object to processing of Personal Data, or to data portability; and
- (b) if a Data Subject makes a written request to TKey India to exercise any of the rights referred to in clause 1.2(a), forward the request to TKey UK promptly and shall, upon TKey UK's reasonable written request, provide TKey UK with all co-operation and assistance reasonably requested by TKey UK in relation to that request to enable TKey UK to respond to that request in compliance with applicable deadlines and information requirements.

1.3 Security measures

TKey India shall:

- (a) taking into account the state of the art, the costs of implementation and the nature, scope, context and purpose of processing, as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to the risk, including the risk of

unauthorised or unlawful processing of Personal Data, and of accidental or unlawful loss, alteration, unauthorised disclosure or destruction of, or damage to, Personal Data; and

- (b) notify TKey UK within 24 hours of becoming aware of a Personal Data Breach, and upon TKey UK's reasonable written request, provide TKey UK with all co-operation and assistance reasonably requested by TKey UK to enable TKey UK to notify the Personal Data Breach to the relevant supervisory authority and relevant Data Subject(s) (as applicable).

1.4 **Sharing of Personal Data**

TKey India shall:

- (a) not engage another processor without prior specific or general written authorisation of TKey UK and in the case of general written authorisation, inform TKey UK of any intended changes concerning the addition or replacement of other processors, thereby giving TKey UK the opportunity to object to such changes;
- (b) before disclosing Personal Data to any processor, enter into a contract with that processor under which the processor agrees to comply with obligations equivalent to those set out in these GDPR Terms;
- (c) remain liable to TKey UK for the acts or omissions of such processors in respect of the processing of Personal Data under this Agreement; and
- (d) before disclosing Personal Data to any of its employees and representatives, and the employees and representatives of each of its processors, in each case who have access to the Personal Data, ensure that those persons:
 - (i) have undergone appropriate training in data protection and the care and handling of Personal Data;
 - (ii) are bound to hold the information in confidence to at least the same standard as required under this Agreement (whether under a written agreement or otherwise).

1.5 **Transfers of personal data**

TKey India shall:

- (a) not transfer Personal Data to, or process Personal Data in, any third country or territory without the prior written consent of TKey UK (which consent may be conditional upon TKey India or the relevant third parties entering into an agreement containing similar terms to these GDPR Terms with TKey UK) unless (and for so long as):
 - (i) there has been a UK finding of adequacy pursuant to UK GDPR; or
 - (ii) TKey UK and the relevant importing entity are party to a contract in relation to the export of Personal Data incorporating standard

contractual clauses in the form adopted by the UK, whether this is by way of the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses or by the International Data Transfer Agreement issued by the Information Commissioner for parties making restricted transfers.

- (b) Where any mechanism for cross-border transfers of Personal Data is found by a supervisory authority, court of competent jurisdiction or other governmental authority to be an invalid means of complying with the restrictions on transferring Personal Data to a third country or territory as set out in Data Protection Laws, the parties shall act in good faith to agree the implementation of an alternative solution to enable TKey UK to comply with the provisions of Data Protection Laws in respect of any such transfer.

1.6 Compliance and government requests

TKey India shall:

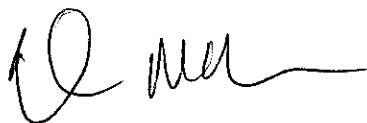
- (a) notify TKey UK within 24 hours if it receives any complaint, notice or communication which relates directly or indirectly to the processing of Personal Data, or to either party's compliance with Data Protection Laws, and shall fully co-operate and assist TKey UK in relation to any such complaint, notice, communication or non-compliance;
- (b) provide such notification to include information about the personal data requested, the requesting party or authority, the legal basis for the request and all other relevant information. Moreover if TKey India is prohibited from notifying TKey UK, it must use its best efforts to obtain a waiver of the prohibition, with a view to communicating as much information as possible, and will document these efforts;
- (c) review the legality of the request for disclosure, in particular whether it remains within the powers granted to the requesting public authority, and for TKey India to challenge the request where there are reasonable grounds to consider that the request is unlawful. It shall seek to use interim measures to suspend the disclosing of any personal data until the challenge has been heard. TKey India must document both its legal assessment of the request and the actions taken to challenge it and will make this available to TKey UK to the extent this is lawful;
- (d) Where TKey India is obligated to disclose personal data further to a request, it must provide the minimum amount of information permissible, based on a reasonable interpretation of the request;
- (e) provide TKey UK with ongoing information relating to any government requests for personal data (in particular, the number of requests, type of data requested, requesting authority/ies, whether requests have been challenged and the outcome of such challenges, etc.) and will keep a record of this; and
- (f) upon TKey UK's reasonable written request, provide all information necessary to demonstrate compliance with these GDPR Terms, and allow TKey UK or an auditor appointed by TKey UK to carry out audits, including inspections of

facilities, equipment, documents and electronic data, relating to the processing of Personal Data by TKey India or any processor, to verify compliance with these GDPR Terms.

1.7 Termination/expiry

- (a) Unless expressly stated otherwise in this Agreement, upon termination of this Agreement, TKey India shall, and shall procure that each processor it has engaged, immediately cease to use the Personal Data and shall, at TKey UK's option:
- (i) return the Personal Data to TKey UK or to a processor nominated by TKey UK; or
 - (ii) delete the Personal Data and all copies and extracts of the Personal Data unless required to retain a copy in accordance with its local law. On expiry or termination of this Agreement (however arising) these GDPR Terms shall survive and continue in full force and effect.

Signed on behalf of TKey UK including Schools Educational Software Limited:



Nick McNulty

Director

Signed on behalf of TKey India, TKey Education Solutions Private Limited:



James Weatherill

Director

SCHEDULE 1

PART A – DETAILS OF PROCESSING

Description of processing	
Duration of processing	Processing permitted for the duration of the Agreement between TKey UK and TKey India, and where the processing is based on instructions from TKey UK.
Nature and purpose of processing	<p>Processing for the purposes of providing Services to The Key Group, which may include processing of Customer Personal Data and TKey UK's HR information of employees.</p> <p>Personal Data is shared with TKey India for two main services. These are collectively referred to as the "TKey India Services" and comprise of:</p> <p>1. TKey India Support Services</p> <p>TKey India will provide internal development and support services in connection with TKey UK systems - this will include:</p> <ul style="list-style-type: none"> a) Software development and engineering ops systems administration, development, optimisation and support, and associated activities involved in maintaining the confidentiality, integrity and availability of the TKey UK systems; and b) such other business support services as the parties may agree from time to time. <p>"systems" means the IT software, databases and systems that are used by TKey UK.</p> <p>2. TKey India Customer Services</p> <p>TKey India may also provide certain services relating to customers, including:</p> <ul style="list-style-type: none"> • customer migration and onboarding • data migration and backup services; • Data analysis services

	<ul style="list-style-type: none"> • Customer database and servers maintenance, administration, migration, testing and investigation, bug fixing etc. • General technical operations and maintenance of software solutions offered to TKey UK's customers, including maintaining customer records, finance systems, processing customer orders and invoicing etc.
Type of Personal Data	
Data subjects	<p>The TKey India Services may involve access to the following types of personal data:</p> <ul style="list-style-type: none"> • “TKey UK Personnel Data” includes in respect of each employee (or, as applicable, contractors, freelancers and other types of worker of the relevant entity): employee name, employee number, email, username and access/IT login credentials, and any other information necessary to deliver the TKey India Services to TKey UK; • “Customer Personnel Data” includes in respect of a customer of TKey UK (or, where the customer is a corporate entity, the employees of said Customer): name, date of birth, phone number, email address, consent, transactional data (including information related to discounts, location data and communications, (SMS / Email / Push / Social)). This can include data processed in relation to prospective customers. • “Customer Service Offering Data” includes data processed as part of TKey UK's service offerings. Depending on the service in question, this may be: data hosted on behalf of Customers, data processed via managed services, data collected as part of an audit or consulting offer, or data collected by a tool provided as a service offer. • “Supplier Personnel Data” includes in respect of a supplier of TKey UK (or, where the supplier is a corporate entity, the employees of said supplier): name, date of birth, phone number, email address, consent, transactional data (including information related to discounts, location data and communications, (SMS / Email / Push / Social)). This can include data processed in relation to prospective suppliers.
Data categories (also see above)	TKey India may process the following:

	<ul style="list-style-type: none">• Name• Address and contact details• Age / DoB• Country of birth/nationality data/language• Family information• Educational data including and not limited to attendance records, attainment, marks, teacher comments, student number• Personal financial information• School financial information• Social care information• Photos or other images• Job role• Organisation data• HR and payroll data• Immigration information• Recruitment data - employment and qualifications data• Identification number• Location data• Online identifier• One or more factors specific to the following:<ul style="list-style-type: none">o Physical identityo Physiological identityo Mental identityo Economic identityo Cultural identityo Social identity
--	---

	<ul style="list-style-type: none"> Any other Personal Data entered in by the customer and/or its users <p>(Note that the list above is not exhaustive and may change from time to time as products and services evolve.)</p>
Sensitive Personal Data	<p>TKey India may process the following Sensitive Personal Data:</p> <ul style="list-style-type: none"> Disclosure and Barring Service (DBS) Status, Children's Barred List check Sex/Gender Race or ethnic origin Religious or philosophical beliefs Any other sensitive data entered into the system by any customer and/or its users
Locations of processing	UK and India

PART B – Sub Processor List

Name of Sub-Processor	Processing Purposes
<p>Name: Microsoft</p> <p>Address: 1 Microsoft Way, Redmond, WA 98052, United States</p> <p>Contact: UK Head Office: 0344 800 2400 support@microsoft.com</p> <p>Location: Main hosting location: EU. Data may be accessed from the US and various other locations namely countries in which Microsoft group companies operate.</p>	<p>Activity: Storage of personal data (Microsoft Azure) and other Microsoft products and services</p> <p>Type of Data Processed: All types of Personal Data listed above.</p>

<p>Name: RM Education Ltd</p> <p>Address: 142B Park Drive, Milton Park, Abingdon, Oxfordshire, England, OX14 4SE</p> <p>Contact: 0845 070 0300</p> <p>Location: UK</p>	<p>Activity: RM Education Ltd for provision of RM Unify and RM Parent Portal Support, business and development services.</p> <p>Type of Data Processed: All types of Personal Data listed above</p>
<p>Name: Mailjet SAS</p> <p>Address: 4 rue Jules Lefebvre, n75009, Paris, France</p> <p>Contact: +33 6 07 27 20 70</p> <p>Location: EU</p>	<p>Activity: Simple Mail Transfer Protocol (SMTP) relay service used to email End Users</p> <p>Type of Data Processed: All types of Personal Data listed above.</p>
<p>Name: Maytech Communications Ltd</p> <p>Address: 4 Mount Ephraim Road, Tunbridge Wells, Kent, United Kingdom, TN1 1EE</p> <p>Contact: 01892 861222</p> <p>Location: EEA and UK</p>	<p>Activity: Secure cloud storage and transfer of sensitive electronic files</p> <p>Type of Data Processed: Personal data in the files shared</p>
<p>Name: Zendesk Inc.</p> <p>Address: 30 Eastbourne Terrace, London, W2 6LA</p> <p>Contact: 020 3355 7960</p> <p>Location: UK and EEA</p>	<p>Activity: Ticketing system used for the logging and resolving of support tickets</p> <p>Type of Data Processed: Communication data (e.g. email, telephone number), name and address. There may occasionally be other personal data provided by the user in relation to the support issue such as screenshots.</p>
<p>Name: MIMASM Limited trading as Appamondo</p> <p>Address: 3rd Floor 86-90 Paul Street, London, United Kingdom, EC2A 4NE</p> <p>Contact: 843 224 9088</p>	<p>Activity: Configuring and implementing Zendesk software</p> <p>Type of Data Processed: All types of Personal Data accessible to Zendesk (as stated above)</p>

Location: UK and EEA	
<p>Name: Vonage Business Limited</p> <p>Address: Rosalind House, Jays Close, Basingstoke, Hampshire, United Kingdom, RG22 4BS</p> <p>Contact: 843 224 9088</p> <p>Location: UK and EEA</p>	<p>Activity: Provides SMS messaging</p> <p>Type of Data Processed: Communication data (e.g. telephone numbers).</p>