

DATA PROCESSING AGREEMENT ("DPA")

This Data Processing Agreement and its Annexes ("DPA") between Learnosity Limited ("Learnosity" or "Processor") and the Licensee (also referred to as "Controller") reflect the parties' agreement with respect to the processing of Licensee Personal Data by Learnosity on behalf of the Licensee in connection with Authorized User(s)'s use of the Software as set out in the Agreement.

This DPA is supplemental to, and forms an integral part of, the Agreement in relation to the provision of the Software by Licensor to the Licensee. This DPA is effective upon execution of either the Agreement which includes reference to this DPA or an amendment to the Agreement including such reference. In case of any conflict or inconsistency with the terms of the remainder of the Agreement, this DPA shall control in respect of the subject matter hereof and will take precedence over any previously applicable data processing terms in the Agreement to the extent of such conflict or inconsistency. Licensee enters into the Agreement on behalf of itself and, to the extent required under applicable Data Protection Laws, in the name and on behalf of its Affiliates that are permitted to use the Software, if and to the extent Learnosity processes Licensee Personal Data for which such Affiliates qualify as a Data Controller.

The term of this DPA shall follow the term of the Agreement. Terms not otherwise defined herein shall have the meaning as set forth in the Agreement.

1. Definitions

"Affiliate"	Any entity that directly or indirectly (through one or more intermediaries) controls, is controlled by, or is under common control with the Learnosity or Licensee, as applicable.
"Agreement"	Learnosity's written or electronic agreement, which governs the provision of the Software to the Licensee.
"Agreed Liability Cap"	The maximum monetary or payment-based amount at which a party's liability is capped under the Agreement.
"Author API"	The application programming interface made available by Learnosity as part of the Software for Licensee Author Users to author questions.

"Author Site"	The authoring site made available by Learnosity as part of the Software to Licensee Author Users to author questions.
"Authorized Users"	(a) Licensee, (b) Licensee's Affiliates, (c) the directors, officers, employees, partners, agents, advisers, independent contractors and subcontractors of any of the foregoing entities, (d) any Licensee Admin User(s), (e) Licensee Author Site User(s); (f) Licensee Author API User(s) and (g) any Licensee Customer User(s) that has been granted access to the Software.
"California Personal Information"	Licensee Personal Data that is subject to the protection of the CCPA.
"CCPA"	California Civil Code Sec. 1798.100 et seq. (also known as the California Consumer Privacy Act of 2018), as amended, and the California Privacy Rights Act (CPRA).
"Data Protection Laws"	All applicable worldwide legislation relating to data protection and privacy which applies to the respective party in the role of processing Licensee Personal Data in question under the Agreement, including where applicable, European Data Protection Laws and Non-European Data Protection Laws; in each case as amended, repealed, consolidated or replaced from time to time.
"European Data Protection Laws"	Data Protection Laws of Europe, including as applicable: (i) Regulation 2016/679 of the European Parliament and of the Council 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) ("GDPR"); (ii) Directive 2002/58/EC concerning the processing of personal data and the protection of privacy in the electronic communications sector; and (iii) applicable national implementations of (i) and (ii); or (iii) the United Kingdom Data Protection Act 2018 and the GDPR as modified and retained in the law of the United Kingdom ("UK GDPR"); and (iv) Swiss Federal Data Protection Act on 19 June 1992 and its Ordinance; in each case, as may be amended, superseded or replaced. "Europe" means the European Union,

	the European Economic Area and/or their member states, Switzerland and the United Kingdom.
"European Data"	Personal Data as defined in and that is subject to the requirements of European Data Protection Laws.
"Instructions"	The written, documented instructions issued by Controller to Processor, and directing the same to perform a specific or general action with regard to Licensee Personal Data (including, but not limited to, de-personalizing, blocking, deletion, making available).
"Licensee Customer User(s)"	Has the meaning given in the Agreement or if not so defined means any individual who, pursuant to a commercial agreement between Licensee and Licensee's customer, has been granted access and authorization to use the Software.
"Licensee Admin User(s)"	Any individual associated with Licensee who has been granted access and authorization to use the Software as an administrative user on behalf of Licensee, including for purposes of submitting technical support requests.
"Licensee Author API User(s)"	Any individual who, pursuant to a commercial agreement between Licensee and Licensee's customer, has been granted access and authorization to use the Software for the purposes of creating content using the Author API. Licensee Author API User(s) are a subset of Licensee Customer User(s).
"Licensee Author Site User(s)"	Any individual who, pursuant to a commercial agreement between Licensee and Licensee's customer, has been granted access and authorization to use the Software for the purposes of creating content on the Author Site. Licensee Author Site User(s) are a subset of Licensee Customer User(s).
"Licensee Learner User(s)"	Has the meaning given in the Agreement or if not so defined means any individual who, pursuant to a commercial agreement between Licensee and Licensee's customer, has been granted access and authorization to use the Software for the purposes of participating in an assessment, exam or other learner activity.

	Licensee Learner Users are a subset of Licensee Customer User(s).
"Licensee Learner Response Data"	Has the meaning given in the Agreement or if not so defined means the data inputted to or created in the Software by Licensee Learner Users, including assessment responses, audio, video, or files uploaded using assessment APIs.
"Licensee Personal Data"	The personal data or personal information inputted or created by the Licensee and its Authorized User(s) for use of and in the Software.
"Model Contract Clauses or MCCs"	The new standard data protection clauses for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection, as described in Article 46 of the EU GDPR and as found at https://ec.europa.eu/info/law/law-topic/data-protection/international-dimension-data-protection/standard-contractual-clauses-scc/standard-contractual-clauses-international-transfers_en , or such replacement URL from time to time.
"Non-European Data Protection Laws"	As applicable, the CCPA; the Children's Online Privacy Protection (the "COPPA"); the Family Educational Rights and Privacy Act (the "FERPA"); the Canadian Personal Information Protection and Electronic Documents Act (the "PIPEDA"); Privacy Act 1998 (the "Australian Privacy Act"), the data protection and privacy laws of Singapore, and the Brazilian General Data Protection Law, Federal Law no. 13,709/2018 (the "LGPD").

<p>"Personal Data Breach"</p>	<p>A breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Licensee Personal Data transmitted, stored or otherwise processed by Learnosity and/or its Sub-Processors in connection with the provision of the Software. "Personal Data Breach" shall not include unsuccessful attempts or activities that do not compromise the security of Licensee Personal Data, including unsuccessful log-in attempts, pings, port scans, denial of service attacks, and other network attacks on firewalls or networked systems.</p>
<p>"Supervisory Authority"</p>	<p>Means, as applicable: (a) a "supervisory authority" as defined in the EU GDPR; and/or (b) the "Commissioner" as defined in the UK GDPR.</p>
<p>"Sub-Processor"</p>	<p>Any processor engaged by Learnosity to assist in fulfilling its obligations with respect to provision of the Software pursuant to the Agreement or this DPA and that may process Licensee Personal Data, as set out at www.learnosity.com/subprocessors. Sub-Processors may include third parties or Learnosity Affiliates but exclude any Learnosity employees or consultants.</p>
<p>"Third Country"</p>	<p>A country or territory not recognized by the European Union as a safe country with an adequate level of data protection under Article 45 GDPR.</p>

The terms "controller," "data subject," "personal data," "process," "processor," "processing," "sensitive data" and "sub-processor" as used in this DPA have the meanings given in the GDPR irrespective of whether European Data Protection Law or Non-European Data Protection Law applies, and the terms "data exporter" and "data importer" have the meanings given in the MCCs. The terms "business," "business purpose," "commercial purpose," "consumer," "process," "processed," "processing," "sell," "share", "personal information," and "service provider" as used in this DPA have the meanings given in the CCPA when the CCPA is applicable and shall be interpreted accordingly.

2. Roles and Responsibilities

1. Licensee Responsibilities

a. Compliance with Laws. Within the scope of the Agreement and in its use of the Software, Licensee shall be responsible for complying with all requirements that apply to it under applicable Data Protection Laws with respect to its processing of Licensee Personal Data and the Instructions it issues to Learnosity.

In particular but without prejudice to the generality of the foregoing, Licensee acknowledges and agrees that it shall be solely responsible for: (i) the accuracy, quality, and legality of Licensee Personal Data and the means by which Licensee acquired Licensee Personal Data; (ii) complying with all necessary transparency and lawfulness requirements under applicable Data Protection Laws for the collection and use of the Licensee Personal Data, including obtaining any necessary consents and authorizations; (iii) ensuring it has the right to transfer, or provide access to, the Licensee Personal Data to Learnosity for processing in accordance with the terms of the Agreement (including this DPA); (iv) ensuring that its Instructions to Learnosity regarding the processing of Licensee Personal Data comply with applicable laws, including Data Protection Laws; and (v) complying with all laws applicable to any content created on the Software. Licensee shall inform Learnosity without undue delay if it is not able to comply with its responsibilities under this sub-section (a) or applicable Data Protection Laws.

b. Controller Instructions. The parties agree that the Agreement (including this DPA), together with Licensee's use of the Software in accordance with the Agreement, constitute Licensee's complete and final Instructions to Learnosity in relation to the processing of Licensee Personal Data, and additional instructions outside the scope of the Instructions shall require prior written agreement between Licensee and Learnosity.

2. Learnosity Obligations

a. Compliance with Instructions. Learnosity shall only process Licensee Personal Data for the purposes described in this DPA and the Agreement or as otherwise agreed within the scope of Licensee's lawful Instructions, except where and to the extent otherwise required by applicable law. Learnosity is not responsible for compliance with any Data Protection Laws applicable to Licensee or Licensee's industry that are not generally applicable to Learnosity. For avoidance of doubt, the Licensee agrees that Learnosity does not need to process or access the real names of Licensee Learner Users or any other data from which Licensee Learner Users are identified or identifiable by Learnosity in order to provide the Software under the Agreement.

b. Conflict of Laws. If Learnosity becomes aware that it cannot process Licensee Personal Data in accordance with Licensee's Instructions due to a legal requirement under any applicable law, Learnosity will (i) promptly notify Licensee of that legal requirement to the extent permitted by the applicable law; and (ii) where necessary, cease all processing (other than merely storing and maintaining the security of the affected Licensee Personal Data) until such time as Licensee issues new Instructions with which Learnosity is able to comply. If this provision is invoked, Learnosity will

not be liable to Licensee under the Agreement for any failure to provide the Software until such time as Licensee issues new lawful Instructions with regard to the processing.

c. Confidentiality. Learnosity shall ensure that any person whom Learnosity authorizes to process Licensee Personal Data on its behalf (including staff, agents and subcontractors) is subject to appropriate confidentiality obligations (whether a contractual or statutory duty) with respect to that Licensee Personal Data.

d. Personal Data Breaches. Learnosity will notify Licensee without undue delay after it becomes aware of any Personal Data Breach and shall provide timely information relating to the Personal Data Breach as it becomes known or reasonably requested by Licensee. At Licensee's request, Learnosity will promptly provide Licensee with such reasonable assistance as necessary to enable Licensee to notify relevant Personal Data Breaches to competent authorities and/or affected data subjects, if Licensee is required to do so under Data Protection Laws.

e. Deletion or return of Licensee Personal Data. On receipt of written instructions from the Licensee upon termination or expiry of the Agreement, Learnosity will delete or return all Licensee Personal Data in the Software processed pursuant to this DPA in accordance with applicable law. Learnosity will, after a recovery period of up to 30 days following such expiry, comply with this instruction as soon as reasonably practicable and within a maximum period of 180 days, unless applicable law requires storage for a longer period or deletion or return to be achieved sooner.

Learnosity will enable Licensee to delete Licensee Personal Data in the Software during the Term in a manner consistent with the functionality of the Software and provide support to Licensee with respect to manual deletion of Licensee Personal Data. Deletion of any Licensee Personal Data by Licensee using the Software during the Term is deemed to constitute an Instruction to Learnosity to delete that Licensee Personal Data from Learnosity's systems in accordance with applicable law. Learnosity will comply with this Instruction as soon as reasonably practicable and within a maximum period of 180 days, unless applicable law requires storage for a longer period or deletion or return to be achieved sooner. For the avoidance of doubt, Licensee Personal Data that is Licensee Learner Response Data may be subject to the automatic archiving and automatic permanent deletion provisions of Clause 7 of the Agreement, or if such clause is not present in the Agreement, Licensee Learner Response Data may be automatically archived (read-only) no earlier than two (2) years after it is created and may be automatically permanently deleted no earlier than seven (7) years after it is created.

3. Data Subject Requests

Upon Licensee's written request Learnosity shall provide reasonable assistance to Licensee to respond to any data subject requests or requests from data protection authorities relating to the

processing of Licensee Personal Data under the Agreement. Licensee shall reimburse Learnosity for the commercially reasonable costs arising from this assistance.

If a data subject request or other communication regarding the processing of Licensee Personal Data under the Agreement is made directly to Learnosity, Learnosity will promptly inform Licensee within any timescales required by applicable Data Protection Law and will advise the data subject to submit their request directly to Licensee. Licensee shall be solely responsible for responding substantively to any such data subject requests or communications involving Licensee Personal Data.

Subpoenas and court orders. If a law enforcement agency sends Learnosity a demand for Licensee Personal Data (for example, through a subpoena or court order), Learnosity shall attempt to redirect the law enforcement agency to request that data directly from Licensee. As part of this effort, Learnosity may provide Licensee's basic contact information to the law enforcement agency. If compelled to disclose Licensee Personal Data to a law enforcement agency, then Learnosity shall give Licensee reasonable notice of the demand to allow Licensee to seek a protective order or other appropriate remedy, unless Learnosity is legally prohibited from doing so.

4. Sub-Processors

Licensee agrees that Learnosity has general written authorization to engage Sub-Processors to process Licensee Personal Data on Licensee's behalf. Learnosity has currently appointed the Sub-Processors set out at www.learnosity.com/subprocessors. Learnosity shall notify Licensee by updating its list of Sub-Processors if it adds or removes Sub-Processors prior to any such changes.

Where Learnosity engages Sub-Processors, Learnosity will impose data protection terms on the Sub-Processors that provide at least the same level of protection for Licensee Personal Data as are included in this DPA, to the extent applicable to the nature of the services provided by such Sub-Processors. Learnosity will remain responsible for each Sub-Processor's compliance with the obligations of this DPA and for any acts or omissions of such Sub-Processor that cause Learnosity to breach any of its obligations under this DPA.

5. Data Transfers

Licensee acknowledges and agrees that Learnosity may access and process Licensee Personal Data on a global basis as necessary to provide the Software in accordance with the Agreement, and in particular that Licensee Personal Data may be transferred to and processed by Learnosity, Inc. and other Sub-Processors in the United States and to other jurisdictions where Learnosity Affiliates and Sub-Processors have operations. Learnosity shall ensure such transfers it makes are made in compliance with the requirements of applicable Data Protection Laws. For avoidance of doubt,

further details are set out at www.learnosity.com/subprocessors in relation to Sub-Processor processing activities and locations.

6. Additional Provisions for European Data

- a. Scope of Section 6. This Section 6 shall apply only with respect to European Data.
- b. Roles of the Parties; Transfer Mechanisms for Data Transfers. Learnosity shall not transfer Licensee Personal Data that is European Data to a Third Country, unless it first takes all such measures as are necessary to ensure the transfer is in compliance with applicable European Data Protection Laws. Such measures may include (without limitation) transferring such data to a recipient that has executed appropriate MCCs. If the storage and/or processing of Licensee Personal Data by Learnosity involves transfers of Licensee Personal Data out of the EEA, Switzerland or the UK by Learnosity to a Sub-Processor in a Third Country, European Data Protection Law applies to the transfers of such data and the MCCs are relied upon, Learnosity as the data exporter will ensure that it enters into MCCs with Sub-Processors as the data importers of such data, and ensure that the transfers are made in accordance with such MCCs. When processing European Data in accordance with Licensee's Instructions, the parties acknowledge and agree that Licensee is the controller of European Data and Learnosity is the processor, except where Licensee is a processor, in which case Learnosity is a sub-processor. This section applies notwithstanding that Learnosity and Licensee are defined above as Processor and Controller. Licensee may also request that Learnosity enter into the MCCs directly with it by sending an email to privacy@learnosity.com.
- c. Instructions. If Learnosity believes that an Instruction of Licensee infringes European Data Protection Laws (where applicable), it will inform Licensee without delay.
- d. Notification and Objection to New Sub-Processors. Learnosity will notify Licensee of any changes to Sub-Processors by updating its list of Sub-Processors and will give Licensee the opportunity to object to the engagement of the new Sub-Processor on reasonable grounds relating to the protection of Licensee Personal Data within 30 days of such notification. If Licensee does notify Learnosity of an objection on such reasonable grounds, the parties will discuss Licensee's concerns in good faith with a view to achieving a commercially reasonable resolution. If no such resolution can be reached, Learnosity will, at its sole discretion, either not appoint the new Sub-Processor, or permit Licensee to suspend or terminate the affected Software in accordance with the termination provisions of the Agreement without liability to either party (but without prejudice to any fees incurred by Licensee prior to suspension or termination).
- e. Data Protection Impact Assessments and Consultation with Supervisory Authorities. Learnosity will provide all reasonably requested information regarding the use of the Software to enable Licensee to carry out data protection impact assessments with respect to the Software. If Licensee does not otherwise have access to the required information, Learnosity will provide reasonable assistance to

Licensee with any data protection impact assessments, and prior consultations with Supervisory Authorities or other competent data privacy authorities to the extent required by European Data Protection Laws.

f. Demonstration of Compliance. Learnosity shall make available to Licensee all information reasonably necessary to demonstrate compliance with this DPA, including responses to information security, due diligence, and audit questionnaires and by making additional information available regarding its information security program upon Licensee's written request to privacy@learnosity.com, provided that Licensee does not exercise this right more than once per calendar year.

g. Prohibited data. The Licensee should not provide (or cause to be provided) any sensitive or special category data to Learnosity for processing under the Agreement, and Learnosity will have no liability whatsoever for sensitive or special category data, whether in connection with a Personal Data Breach or otherwise. For the avoidance of doubt, this DPA will not apply to sensitive or special category data.

7. Security

a. Security Measures. Learnosity shall implement and maintain appropriate technical and organizational security measures that are designed to protect Licensee Personal Data from a Personal Data Breach and preserve the security and confidentiality of Licensee Personal Data in accordance with Learnosity's security standards described in Annex B ("Security Measures"). Such Security Measures shall where applicable comply with the requirements of European Data Protection Laws and the MCCs.

b. Updates to Security Measures. Licensee is responsible for reviewing the information made available by Learnosity relating to data security and making an independent determination as to whether the Software meets Licensee's requirements and legal obligations under Data Protection Laws. Licensee acknowledges that the Security Measures are subject to technical progress and development and that Learnosity may update or modify the Security Measures from time to time, provided that such updates and modifications do not result in the material degradation of the overall security of the Software provided to Licensee.

c. Personal Data Breach Response. Upon becoming aware of a Personal Data Breach, Learnosity shall: (i) notify Licensee without undue delay after becoming aware of the Personal Data Breach; (ii) provide timely information relating to the Personal Data Breach as it becomes known or as is reasonably requested by Licensee; and (iii) promptly take reasonable steps to contain and investigate any Personal Data Breach. Learnosity's notification of or response to a Personal Data Breach under this Section 7(c) shall not be construed as an acknowledgment by Learnosity of any fault or liability with respect to the Personal Data Breach.

d. Licensee Responsibilities. Notwithstanding the above, Licensee agrees that except as provided by this DPA, Licensee is responsible for its secure use of the Software, including securing its account authentication credentials, protecting the security of Licensee Personal Data when in transit to and from use of the Software, and taking any appropriate steps to securely encrypt or backup any Licensee Personal Data uploaded to the Software.

8. Limitation of Liability

a. Each party's and all of its Affiliates' liability taken together in the aggregate arising out of or related to this DPA (including, where applicable, the MCCs) shall be subject to the exclusions and limitations of liability set forth in the Agreement.

b. Any claims made against Learnosity or its Affiliates under or in connection with this DPA (including, where applicable, the MCCs) shall be brought solely by the Licensee entity that is a party to the Agreement.

c. Liability Cap. If MCCs have been entered into between the parties as described in Section 6 then, the total combined liability of either party and its Affiliates towards the other party and its Affiliates under or in connection with the Agreement (including this DPA) and such MCCs combined will be limited to the Agreed Liability Cap for the relevant party.

d. In no event shall any party limit its liability with respect to any individual's data protection rights under this DPA or otherwise.

Annex A – Details of Data Processing

This Annex forms part of the DPA.

Subject Matter

Learnosity's provision of the Software to Licensee.

Duration of Processing/Retention Period

Learnosity will process Licensee Personal Data for the Term as outlined in Section 2(e) of this DPA (Deletion or return of Licensee Personal Data). Licensee Personal Data shall be subject to the following basic processing activities:

Permitted Purpose of Processing

- Licensee Personal Data will be processed to the extent necessary to provide the Software in accordance with both the Agreement and the Controller's Instructions. The Processor processes Licensee Personal Data only on behalf of the Controller. Processing operations include but are not limited to management and monitoring of learner exams and assessments. This operation relates to all aspects of Licensee Personal Data processed.
- Technical support, issue diagnosis and error correction to ensure the efficient and proper running of the systems and to identify, analyze and resolve technical issues both generally in the provision of the Software and specifically in answer to a Controller query. This operation may relate to all aspects of Licensee Personal Data processed but will be limited to metadata where possible.
- Virus, anti-spam and malware checking in accordance with the Software provided. This operation relates to all aspects of Licensee Personal Data processed.
- URL scanning for the purposes of the provision of targeted threat protection and similar service which may be provided under the Agreement. This operation relates to attachments and links in emails and will relate to any Licensee Personal Data within those attachments or links which could include all categories of Licensee Personal Data.

Nature of processing

Learnosity provides Software as more particularly described in the Agreement.

Categories of Data Subjects

Authorized User(s), as defined above, that are stakeholders and participants in assessments and exams.

Types of Licensee Personal Data

Licensee Personal Data may be processed in the course of using the Software, to the extent described below. Learnosity shall only process Licensee Personal Data for the Permitted Purposes of Processing above.

The types of data Learnosity may process include but are not limited to:

1. **Identity and Contact Data:** first name, last name, company name, role/title, business phone number and business email address;
2. **Technical Data:** Internet protocol (IP) address, browser type and version, time zone setting and location, browser plug-in types and versions, operating system and platform and other technical data.
3. **Usage Data:** information about users' interaction with the Software, including, for Licensee Learner User(s) only, responses, scores and other aggregated data for assessments.

Data Subjects	Type of Personal Data Collected
Licensee Admin User(s) and any other Licensee personnel interacting with the Software to raise technical support issues	<ul style="list-style-type: none"> ● Identity and Contact Data ● Technical Data ● Usage Data
Licensee Author API User(s)	<ul style="list-style-type: none"> ● Technical Data ● Usage Data

<p>Licensee Author Site User(s) (typically professional question authors/subject matter experts)</p>	<ul style="list-style-type: none"> ● Identity and Contact Data (restricted to first name, last name, email address) ● Technical Data ● Usage Data
<p>Licensee Learner User(s)</p>	<ul style="list-style-type: none"> ● Technical Data ● Usage Data
<p><i>Note: Licensee is instructed that it should not provide to the Software the real names of Licensee Learner Users or Licensee Author API Users or any other data from which Licensee Learner Users or Licensee Author API Users are identified or identifiable by Learnosity. User IDs for Licensee Learner Users and Licensee Author API Users (i) must not contain any personal data; (ii) must be an anonymized string representing a unique user (GUID/UUID recommended); (iii) should be generated purely for purposes of using the Software.</i></p>	

Sensitive or special category personal data

Sensitive or special category personal data: As outlined in Section 6(g), Learnosity does not require or intentionally collect or process any sensitive or special category data in connection with the provision of the Software.

Annex B – Security Measures

The Security Measures applicable to the Software are described [here](#), as updated from time to time in accordance with Section 7 (b) of this DPA.

Annex C - Jurisdiction-Specific Terms

To the extent Learnosity processes Licensee Personal Data originating from and protected by Data Protection Laws in one of the jurisdictions listed in Annex C, then the terms specified in Annex C with respect to the applicable jurisdiction(s) ("Jurisdiction-Specific Terms") apply in addition to the terms of this DPA. In the event of any conflict or ambiguity between the Jurisdiction-Specific Terms and any other terms of this DPA, the applicable Jurisdiction-Specific Terms will take precedence, but only to the extent of the Jurisdiction-Specific Terms' applicability to Learnosity.

California:

This "California" section of Annex C only applies with respect to California Personal Information.

1. The definitions of: "controller" includes "Business"; "processor" includes "Service Provider"; "data subject" includes "Consumer"; "personal data" includes "Personal Information"; in each case as defined under CCPA.
2. For this "California" section of Annex C only, "services" means the Software available to Authorized User(s) to use, made available through the Learnosity platform, as may be further described in the Agreement.
3. For this "California" section of Annex C only, "Permitted Purposes of Processing" shall include processing California Personal Information only for the purposes described in this DPA and Agreement and in accordance with Licensee's documented lawful Instructions as set forth in this DPA and Agreement, as necessary to comply with applicable law, as otherwise agreed in writing, or as otherwise may be permitted for "service providers" under the CCPA.
4. Learnosity is acting as a Service Provider with respect to any processing of California Personal Information in provision of the services and shall comply with the obligations of Services Providers in the CCPA.
5. Learnosity's obligations regarding data subject requests, as described in Section 3 (Data Subject Requests) of this DPA, apply to Consumer's rights under the CCPA.
6. Notwithstanding any use restriction contained elsewhere in this DPA, Learnosity shall process California Personal Information only to perform the services, for the Permitted Purposes of Processing and/or in accordance with Licensee's documented lawful Instructions, except where otherwise required by applicable law.
7. Learnosity may de-identify or aggregate California Personal Information as part of performing the services specified in this DPA and the Agreement. Learnosity shall not combine California Personal Information with personal data it receives from any other source, including from Consumers, except for business purposes permitted by the CCPA, but in no case may Learnosity use California Personal Information for advertising or marketing purposes.

8. Where Sub-Processors process California Personal Information, Learnosity takes steps to ensure that such Sub-Processors are Service Providers under the CCPA with whom Learnosity has entered into a written contract that includes terms substantially similar to this DPA or are otherwise exempt from the CCPA's definition of "sale" and "share". Learnosity conducts appropriate due diligence on its Sub-Processors.
9. Learnosity may process California Personal Information only for the Permitted Purposes of Processing and/or in accordance with Licensee's documented lawful Instructions, except where otherwise required by applicable law. Learnosity will not retain, use, disclose, or otherwise process California Personal Information for any purpose other than for the specific purpose of performing the services under the Agreement, for a commercial purpose other than providing the services, outside of the direct relationship between Licensee and Learnosity, or in a manner that is inconsistent with the obligations of a Service Provider under the CCPA. Learnosity will never "sell" or "share" Personal Information, as such terms are defined in the CCPA.
10. Learnosity grants Licensee the right to take reasonable and appropriate steps to help ensure that Learnosity uses California Personal Information transferred in a manner consistent with the covered business' obligations under the CCPA, including the right to stop and remediate unauthorized use of California Personal Information. Learnosity shall notify Licensee if Learnosity makes a determination that it can no longer meet its obligations under this California section of the DPA.

Canada:

1. Learnosity takes steps to ensure that Learnosity's Sub-Processors, as described in Section 4 (Sub-Processing) of the DPA, are third parties under PIPEDA, with whom Learnosity has entered into a written contract that includes terms substantially similar to this DPA. Learnosity conducts appropriate due diligence on its Sub-Processors.
2. Learnosity will implement technical and organizational measures as set forth in Section 7 (Security) of the DPA.