



aNew
Spring

Data Processing Agreement

aNewSpring Web Application

Data Processing Agreement (DPA) aNewSpring ENv8

aNewSpring

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This Data Processing Agreement (DPA) is an Appendix to the User Agreement for the use of the e-learning web application ('the Web Application') offered by A New Spring BV, registered according to its Articles of Association in Rotterdam and registered in the Commercial Register under number 24308587 ('A New Spring').

In relation to the implementation of the User Agreement, A New Spring will process personal data of users within the meaning of the General Data Protection Regulation (GDPR). This Data Processing Agreement records the working methods that A New Spring uses in relation to the processing of personal data. Capitalised terms that are not defined in this document are defined as recorded in the User Agreement. All provisions of the User Agreement also apply for the content of the Data Processing Agreement. However, in the event of a contradiction between the Data Processing Agreement and the User Agreement, the Data Processing Agreement takes precedence. Any specific agreements in the Addendum take precedence over the User Agreement and the Data Processing Agreement.

Each of the parties is also referred to as 'the Party' and they are also jointly referred to as 'the Parties'.

Article 1. Division of responsibilities

In observance of the provisions of the User Agreement, Company will act as the data controller and A New Spring will act as the processor, within the meaning of the GDPR.

A New Spring will set up the processing register required according to the GDPR and will record in this which personal data it will process, as well as the other mandatory information required by law.

Article 2. Personal data to be processed

The Company may only enter the personal details which A New Spring indicates by means of the Web Application and/or which are agreed separately. Personal data that is processed by A New Spring in any case are the minimum data to create an account, these are name and email address. Company can freely choose the categories of data subjects and additional personal data and the associated forms of processing from within the Web Application. Parties therefore accept that a separate annex with this information is not useful.

The Company will never enter special personal details (for example medical records, religious affiliation, criminal record, sexual preference, union membership,

etc) or citizen service numbers and passport numbers in the Web Application or allow its users to do so without specific consent from A New Spring. Company recognizes that the A New Spring security measures are not focused on the processing of special personal data or citizen service numbers and passport numbers and does not need A New Spring to do so.

By allowing the entry of personal data, the Company guarantees that it has permission or has other legal grounds for the processing via the A New Spring Platform. A New Spring cannot be held responsible for claims based on a breach of this warranty.

Article 3. Nature of the processing

A New Spring will process the personal data solely in as far as necessary for compliance with the User Agreement, including prevention of the abuse of the A New Spring Platform and producing statistical use analyses to improve its platform. A New Spring will not save, keep or process the personal data in any other way for other purposes. In processing the data, A New Spring will strictly follow the relevant instructions issued by the Company. A New Spring has the right to reject instructions if these apparently contravene the relevant laws and/or exceed the Service Level Agreement. In such a case A New Spring will inform Company immediately.

A New Spring will enable the Company to exercise requests from data subjects to exercise their legal rights. A New Spring will not respond to such requests independently without the separate consent of the Company. To that end, A New Spring will in any event provide the information required by law on its method of processing personal data, offer the Company a collection possibility for the processed personal data, allow the Company to correct these personal data where necessary, allow the Company to delete these if they are no longer relevant and provide the Company with a copy of these personal data in a customary standard format.

Article 4. Involvement of sub-processors

The Company grants A New Spring permission to deploy sub-processors if this is necessary for the processing referred to in Article 3, in which case A New Spring is responsible and liable for the actions of those sub-processors, as if it had taken those actions itself. A New Spring shall notify the relevant parties at all times. The sub-processors are bound by processing provisions that are at least as strict as this Data Processing Agreement.

Without the prior separate written consent of the Company and a legal basis (such as a model contract), A New Spring may not perform or provide for the processing of personal data in a country outside the European Economic Area (EEA).

Article 5. Security measures

A New Spring shall take adequate and appropriate security measures to protect the personal data against loss or any form of unlawful processing. A New Spring shall inform the Company of this in more detail via its security documents on request.

Each year, A New Spring shall arrange for an external independent company to assess its security measures and shall provide the Company with the report on this on request. A New Spring shall address the finding of this report as a priority.

If A New Spring intends to realise processing with an increased risk, it shall first conduct a privacy impact assessment (PIA) and make the findings of this available to the Company.

At the request of the Company, A New Spring will cooperate with an investigation into its AVG compliance by an independent auditor reasonably considered to be skilled in the field. The cost of the audit will be carried by the Company, including the cost of the time that A New Spring will reasonably spend hereon. A New Spring will implement the results of the audit in its business operations within a reasonable period and without additional costs.

Article 6. Personal data breaches

A New Spring shall report any breach of personal data in accordance with the requirements of the GDPR. A New Spring will do this as soon as reasonably possible, and in any event within 24 hours of the detection of the leak. After being notified, the Company itself will assess whether it will inform the regulator and / or those involved. A New Spring will issue this notification in compliance with the Service Level Agreement and in the manner described in its Security Incident Response Plan (SIRP).

Article 7. Confidentiality

A New Spring is required to protect the confidentiality of the personal data, except insofar as reporting of this is mandatory, pursuant to any statutory regulations. If

the latter situation arises, A New Spring will notify the Company of the intended reporting of the data before such reporting takes place if reasonably possible and will give the Company an opportunity in a timely manner to make use of any rights accruing to it to prevent the reporting of the data. A New Spring will ensure that its staff and third parties acting under its authority comply with the above confidentiality requirements.

Article 8. Interpretation

If, and as soon as, the legislation protecting personal data, including guidelines, best practices or recommendations of supervisory authorities arising from this, changes during the term of the Data Processing Agreement, the provisions of this Data Processing Agreement shall be interpreted in accordance with the purport of those changes as far as possible. If necessary, A New Spring will modify text in the Data Processing Agreement to insure A New Spring will abide by the requirements set forth in the Law.

Article 9. Copy of personal data

On termination of the User Agreement, A New Spring shall provide the Company with a copy of the processed personal data in a customary format for electronic processing on request, in compliance with the Service Level Agreement. A New Spring shall not make any claim to this copy. Personal data will in any event be irreversibly destroyed 30 days after the termination.

Article 10. Liability

In accordance with the User Agreement, A New Spring will be liable to the Company for damage suffered as a result of any default under this Data Processing Agreement. 'Damage' includes administrative fines imposed on the Company or compensation awarded to those involved.

Article 11. Term and amendment

This Data Processing Agreement shall remain in effect for as long as the User Agreement is in effect and may be changed in the same manner.