

## Data Processing and Security Terms

These Terms supplement the LearningBook General Terms and Conditions. These Data Processing and Security Terms, including their appendices (the "Terms") will be effective from 25<sup>th</sup> May 2018 and replace any previously applicable data processing and security terms as from the Terms Effective Date (as defined below).

These Terms reflect the parties' agreement with respect to the terms governing the processing and security of Customer Data under the Agreement.

### 1 Acceptance

The customer agreeing to these terms ("Customer"), and LearningBook have entered into an agreement under which LearningBook has agreed to provide software and related technical support to Customer ("The Agreement").

Capitalised terms used but not defined in these Terms have the meanings set out in the Agreement.

**1.1 Interpretation** - In these Terms, the following expressions will have the following meanings unless inconsistent with the context:

<b>"Agreed Liability Cap"</b>	The maximum monetary or payment-based amount at which a party's liability is capped under the Agreement, either per annual period or event giving rise to liability, as applicable.
<b>"Audited Services"</b>	The Services provided by LearningBook: Software and related technical support services.
<b>"Customer Data"</b>	Has the meaning given in the Agreement or, if no such meaning is given, means data provided by or on behalf of Customer or Customer End Users via the Services under the Account.
<b>"Live Customer Data"</b>	Any Customer Data with the exclusion of any back-up or archive copies of such Customer Data;
<b>"Customer End Users"</b>	has the meaning given in the Agreement or, if not such meaning is given, has the meaning given to "End Users" in the Agreement.
<b>"Customer Personal Data"</b>	The personal data contained within the Customer Data.
<b>"Data Incident"</b>	A breach of LearningBook's security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Customer Data on systems managed by or otherwise controlled by LearningBook. "Data Incidents" will not include unsuccessful attempts or activities that do not compromise the security of Customer Data, including unsuccessful log-in attempts, pings, port scans, denial of service attacks, and other network attacks on firewalls or networked systems.
<b>"GDPR"</b>	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).
<b>"LearningBook's Third Party Auditor"</b>	LearningBook-appointed, qualified and independent third party auditor, whose then-current identity LearningBook will disclose to Customer.
<b>"ISO 27001 Certification"</b>	An ISO/IEC 27001:2013 certification or a comparable certification for the Audited Services.
<b>"Non-European Data Protection Legislation"</b>	Data protection or privacy legislation other than the European Data Protection Legislation.
<b>"Key User Email Address"</b>	The email address(es) designated by Customer in the Order Form or Ordering Document (as applicable), to receive certain notifications from LearningBook.
<b>"Security Documentation"</b>	All documents and information made available by LearningBook under 6.5.1(Reviews of Security Documentation).
<b>"Security Measures"</b>	Has the meaning given in 6.1 (LearningBook's Security Measures).
<b>"Subprocessors"</b>	Third parties authorised under these Terms to have logical access to and process Customer Data in order to provide parts of the Services.
<b>"Term"</b>	The period from the Terms Effective Date until the end of LearningBook's provision of the Services, including, if applicable, any period during which provision of the Services may be suspended and any post-termination period during which LearningBook may continue providing the Services for transitional purposes.
<b>"Terms Effective Date"</b>	25 May 2018, if Customer clicked to accept or the parties otherwise agreed to these Terms prior to or on such date; or the date on which Customer clicked to accept or the parties otherwise agreed to these Terms, if such date is after 25 May 2018.
<b>"personal data", "data subject", "processing", "controller", "processor" and "supervisory authority"</b>	Have the meanings given in the GDPR.

### 2 Duration of these Terms

These Terms will take effect on the Terms Effective Date and, notwithstanding expiry of the Term, will remain in effect until, and automatically expire upon, deletion of all Customer Data by LearningBook as described in these Terms.

### 3 Scope of Data Protection Legislation

**3.1 Application of European Legislation.** The parties acknowledge and agree that the European Data Protection Legislation will apply to the processing of Customer Personal Data if, for example:

The processing is carried out in the context of the activities of an establishment of Customer in the territory of the EEA; and/or the Customer Personal Data is personal data relating to data subjects who are in the EEA and the processing relates to the offering to them of goods or services in the EEA or the monitoring of their behaviour in the EEA.

**3.2 Application of Non-European Legislation.** The parties acknowledge and agree that Non-European Data Protection Legislation may also apply to the processing of Customer Personal Data.

## 4 Processing of Data

### 4.1 Roles and Regulatory Compliance; Authorization.

- 4.1.1 Processor and Controller Responsibilities.** If the European Data Protection Legislation applies to the processing of Customer Personal Data, the parties acknowledge and agree that: the subject matter and details of the processing are described in Appendix 1;
- 4.1.2** LearningBook is a processor of that Customer Personal Data under the European Data Protection Legislation;
- 4.1.3** Customer is a controller or processor, as applicable, of that Customer Personal Data under European Data Protection Legislation; and each party will comply with the obligations applicable to it under the European Data Protection Legislation with respect to the processing of that Customer Personal Data.
- 4.1.4 Authorization by Third Party Controller.** If the European Data Protection Legislation applies to the processing of Customer Personal Data and Customer is a processor, Customer warrants to LearningBook that Customer's instructions and actions with respect to that Customer Personal Data, including its appointment of LearningBook as another processor, have been authorised by the relevant controller.

### 4.2 Scope of Processing.

- 4.2.1 Customer's Instructions.** By entering into these Terms, Customer instructs LearningBook to process Customer Personal Data only in accordance with applicable law: (a) to provide the Services; (b) as further specified via Customer's use of the Services (c) as documented in the form of the Agreement, including these Terms; and (d) as further documented in any other written instructions given by Customer and acknowledged by LearningBook as constituting instructions for purposes of these Terms.
- 4.2.2 LearningBook's Compliance with Instructions.** LearningBook will comply with the instructions described in 4.2.1(Customer's Instructions) (including with regard to data transfers) unless EU or EU Member State law to which LearningBook is subject requires other processing of Customer Personal Data by LearningBook, in which case LearningBook will inform Customer (unless that law prohibits LearningBook from doing so on important grounds of public interest) via the Key User Email Address.

## 5 Data Deletion

- 5.1 Deletion by Customer.** LearningBook will enable Customer to delete Live Customer Data during the Term in a manner consistent with the functionality of the Services. If Customer uses the Services to delete any Live Customer Data during the Term and that Live Customer Data cannot be recovered by Customer, this use will constitute an instruction to LearningBook to delete the relevant Live Customer Data from LearningBook's production systems in accordance with applicable law. LearningBook will comply with this instruction as soon as reasonably practicable, subject to Appendix 2 Section 3c and within a maximum period of 180 days, unless EU or EU Member State law requires storage.
- 5.2 Deletion on Termination.** On expiry of the Term, Customer instructs LearningBook to delete all Live Customer Data (including existing copies) from LearningBook's production systems in accordance with applicable law. LearningBook will, after a recovery period of up to 30 days following such expiry, comply with this instruction as soon as reasonably practicable, subject to Appendix 2 Section 3c and within a maximum period of 180 days, unless EU or EU Member State law requires storage. Without prejudice to 8.1(Access; Rectification; Restricted Processing; Portability), Customer acknowledges and agrees that Customer will be responsible for exporting, before the Term expires, any Live Customer Data it wishes to retain afterwards.

## 6 Data Security

### 6.1 LearningBook's Security Measures, Controls and Assistance.

- 6.1.1 LearningBook's Security Measures.** LearningBook will implement and maintain technical and organisational measures to protect Customer Data against accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access as described in Appendix 2 (the "Security Measures"). As described in Appendix 2, the Security Measures include measures to encrypt the transmission of personal data; to help ensure ongoing confidentiality, integrity, availability and resilience of LearningBook's systems and services; to help restore timely access to personal data following an incident; and for regular testing of effectiveness. LearningBook may update or modify the Security Measures from time to time provided that such updates and modifications do not result in the degradation of the overall security of the Services.
- 6.1.2 Security Compliance by LearningBook Staff.** LearningBook will take appropriate steps to ensure compliance with the Security Measures by its employees, contractors and Subprocessors to the extent applicable to their scope of performance, including ensuring that all persons authorised to process Customer Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
- 6.1.3 LearningBook's Security Assistance.** Customer agrees that LearningBook will (taking into account the nature of the processing of Customer Personal Data and the information available to LearningBook) assist Customer in ensuring compliance with any of Customer's obligations in respect of security of personal data and personal data breaches, including if applicable Customer's obligations pursuant to Articles 32 to 34 (inclusive) of the GDPR, by:
- Implementing and maintaining the Security Measures in accordance with 6.1.1(LearningBook's Security Measures);
  - Complying with the terms of 6.2 (Data Incidents); and providing Customer with the Security Documentation in accordance with 6.5.1(Reviews of Security Documentation) and the information contained in the Agreement including these Terms.

### 6.2 Data Incidents

- 6.2.1 Incident Notification.** If LearningBook becomes aware of a Data Incident, LearningBook will: (a) notify Customer of the Data Incident promptly and without undue delay after becoming aware of the Data Incident; and (b) promptly take reasonable steps to minimize harm and secure Customer Data.

**6.2.2 Details of Data Incident.** Notifications made pursuant to this section will describe, to the extent possible, details of the Data Incident, including steps taken to mitigate the potential risks and steps LearningBook recommends Customer take to address the Data Incident.

**6.2.3 Delivery of Notification.** Notification(s) of any Data Incident(s) will be delivered to the Key User Email Address or, at LearningBook's discretion, by direct communication (for example, by phone call or an in-person meeting). Customer is solely responsible for ensuring that the Key User Email Address is current and valid.

**6.2.4 No Assessment of Customer Data by LearningBook.** LearningBook will not assess the contents of Customer Data in order to identify information subject to any specific legal requirements. Customer is solely responsible for complying with incident notification laws applicable to Customer and fulfilling any third party notification obligations related to any Data Incident(s).

**6.2.5 No Acknowledgement of Fault by LearningBook.** LearningBook's notification of or response to a Data Incident under this 6.2 (Data Incidents) will not be construed as an acknowledgement by LearningBook of any fault or liability with respect to the Data Incident.

### 6.3 Customer's Security Responsibilities and Assessment.

**6.3.1 Customer's Security Responsibilities.** Customer agrees that, without prejudice to LearningBook's obligations under 6.1(LearningBook's Security Measures, Controls and Assistance) and 6.2 (Data Incidents).

#### 6.3.2 Customer is solely responsible for its use of the Services, including:

- Making appropriate use of the Services to ensure a level of security appropriate to the risk in respect of the Customer Data;
- Securing the account authentication credentials, systems and devices Customer uses to access the Services;
- Backing up its Customer Data; and
- LearningBook has no obligation to protect Customer Data that Customer elects to store or transfer outside of LearningBook's and its Subprocessors' systems (for example, offline or on-premises storage), or to protect Customer Data by implementing or maintaining Additional Security Controls except to the extent Customer has opted to use them.

**6.3.3 Customer's Security Assessment.** Customer is solely responsible for reviewing the Security Documentation and evaluating for itself whether the Services, the Security Measures, and LearningBook's commitments under section 6(Data Security) will meet Customer's needs, including with respect to any security obligations of Customer under the European Data Protection Legislation and/or Non-European Data Protection Legislation, as applicable.

Customer acknowledges and agrees that (taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of the processing of Customer Personal Data as well as the risks to individuals) the Security Measures implemented and maintained by LearningBook as set out in 6.1(LearningBook's Security Measures) provide a level of security appropriate to the risk in respect of the Customer Data.

**6.4 Security Certifications and Reports.** LearningBook will do the following to evaluate and help ensure the continued effectiveness of the Security Measures:

- Annual Penetration Testing;
- Third Party Audit;
- Implement policies and procedures compliant with ISO27001.

### 6.5 Reviews and Audits of Compliance

**6.5.1 Reviews of Security Documentation.** In addition to the information contained in the Agreement (including these Terms), LearningBook will make available for review by Customer the following documents and information to demonstrate compliance by LearningBook with its obligations under these Terms:

- Annual Penetration Testing Summary Report;
- Third Party Audit Summary Report;

**6.5.2 Customer's Audit Rights.** If the European Data Protection Legislation applies to the processing of Customer Personal Data, LearningBook will allow Customer or an independent auditor appointed by Customer to conduct audits (including inspections) to verify LearningBook's compliance with its obligations under these Terms in accordance with 6.5.3 (Additional Business Terms for Reviews and Audits). LearningBook will contribute to such audits as described in 6.4(Security Certifications and Reports) and this 6.5 (Reviews and Audits of Compliance). Customer may also conduct an audit to verify LearningBook's compliance with its obligations under these Terms by reviewing the Security Documentation (which reflects the outcome of audits conducted by LearningBook's Third Party Auditor).

**6.5.3 Additional Business Terms for Reviews and Audits.** Upon Customer's written request at reasonable intervals, and subject to the confidentiality obligations set forth in the Agreement, LearningBook shall make available to Customer that is not a competitor of LearningBook (or Customer's independent, third-party auditor that is not a competitor of LearningBook) a copy of LearningBook's then most recent third-party audits or certifications, as applicable.

LearningBook may charge a fee (based on LearningBook's reasonable costs) for any review of the third-party audits or certifications. LearningBook will provide Customer with further details of any applicable fee, and the basis of its calculation, in advance of any such review or audit. Customer will be responsible for any fees charged by any auditor appointed by Customer to execute any such audit.

LearningBook may object in writing to an auditor appointed by Customer to conduct any audit under 6.5.2 if the auditor is, in LearningBook's reasonable opinion, not suitably qualified or independent, a competitor of LearningBook, or otherwise manifestly unsuitable. Any such objection by LearningBook will require Customer to appoint another auditor or conduct the audit itself.

Customer must send any requests for reviews of the audits under 6.5.2 to LearningBook's Cloud Data Protection Team as described in section 11(Cloud Data Protection Team: Processing Records).

## 7 Impact Assessments and Consultations

**7.1** Customer agrees that LearningBook will (taking into account the nature of the processing and the information available to LearningBook) assist Customer in ensuring compliance with any obligations of Customer in respect of data protection impact assessments and prior consultation, including if applicable Customer's obligations pursuant to Articles 35 and 36 of the GDPR, by providing the Security Documentation in accordance with 6.5.1(Reviews of Security Documentation); and providing the information contained in the Agreement including these Terms.

## 8 Data Subject Rights; Data Export

**8.1 Access; Rectification; Restricted Processing; Portability.** During the Term, LearningBook will, in a manner consistent with the functionality of the Services, enable Customer to access, rectify and restrict processing of Customer Data, including via the deletion functionality provided by LearningBook as described in 5.1(Deletion by Customer), and to export Customer Data.

### 8.2 Data Subject Requests

**8.2.1 Customer's Responsibility for Requests.** During the Term, if LearningBook receives any request from a data subject in relation to Customer Personal Data, LearningBook will advise the data subject to submit their request to Customer and Customer will be responsible for responding to any such request including, where necessary, by using the functionality of the Services.

**8.2.2 LearningBook's Data Subject Request Assistance.** Customer agrees that LearningBook will (taking into account the nature of the processing of Customer Personal Data) assist Customer in fulfilling any obligation to respond to requests by data subjects, including if applicable Customer's obligation to respond to requests for exercising the data subject's rights laid down in Chapter III of the GDPR, by complying with the commitments set out in 8.1(Access; Rectification; Restricted Processing; Portability) and 8.2.1(Customer's Responsibility for Requests).

## 9 International Data Transfers

**9.1** For the purposes of this clause, international transfers of the Personal Data shall mean any sharing of Personal Data by LearningBook with a third party, and shall include, but is not limited to, the following:

- Storing the Personal Data on servers outside the EEA;
- Subcontracting the processing of Personal Data to data processors located outside the EEA;
- Granting third parties located outside the EEA access rights to the Personal Data.

**9.2** LearningBook will not disclose or transfer the Personal Data to a third party without the prior written authorisation of the Customer. If the Customer authorises the disclosure of the Personal Data to a third party, LearningBook agrees to enter into an information sharing agreement with any relevant third party which reflects the terms of the Agreement. LearningBook agrees to provide the Customer with copies of any such information sharing agreement with a third party.

**9.3** LearningBook will not disclose or transfer the Personal Data to a third party located outside the EEA without the prior written authorisation of the Customer.

## 10 Subprocessors

**10.1 Consent to Subprocessor Engagement.** Customer specifically authorizes the engagement of LearningBook's Affiliates as Subprocessors. In addition, Customer generally authorizes the engagement of any other third parties as Subprocessors ("Third Party Subprocessors").

**10.2 Information about Subprocessors.** Information about Subprocessors, including their functions and locations, is available from LearningBook.

**10.3 Requirements for Subprocessor Engagement.** When engaging any Subprocessor, LearningBook will ensure via a written contract that:

- the Subprocessor only accesses and uses Customer Data to the extent required to perform the obligations subcontracted to it, and does so in accordance with the Agreement (including these Terms);
- If the GDPR applies to the processing of Customer Personal Data, the data protection obligations set out in Article 28(3) of the GDPR, as described in these Terms, are imposed on the Subprocessor; and remain fully liable for all obligations subcontracted to, and all acts and omissions of, the Subprocessor.

### 10.4 Opportunity to Object to Subprocessor Changes.

**10.4.1** When any new Third Party Subprocessor is engaged during the Term, LearningBook will, at least 30 days before the new Third Party Subprocessor processes any Customer Data, inform Customer of the engagement (including the name and location of the relevant subprocessor and the activities it will perform) either by sending an email to the Key User Email Address.

**10.4.2** In the event Customer objects to a new Third Party Subprocessor, as permitted in the preceding sentence, LearningBook will use 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 the Customer.

**10.4.3** If LearningBook is unable to make available such change within a reasonable period of time, which shall not exceed thirty (30) days, Customer may terminate the applicable Order Form(s) with respect only to those Services which cannot be provided by LearningBook without the use of the objected-to new Sub-processor by providing written notice to LearningBook.

**10.4.4** This termination right is Customer's sole and exclusive remedy if Customer objects to any new Third Party Subprocessor.

## **11 Cloud Data Protection Team; Processing Records**

**11.1 LearningBook's Cloud Data Protection Team.** LearningBook's Cloud Data Protection Team can be contacted at questions@learningbook.co.uk or telephone: 0161 713 4129 (and/or via such other means as LearningBook may provide from time to time).

**11.2 LearningBook's Processing Records.** Customer acknowledges that LearningBook is required under the GDPR to: (a) collect and maintain records of certain information, including the name and contact details of each processor and/or controller on behalf of which LearningBook is acting and, where applicable, of such processor's or controller's local representative and data protection officer; and (b) make such information available to the supervisory authorities. Accordingly, if the GDPR applies to the processing of Customer Personal Data, Customer will, where requested, provide such information to LearningBook via the means provided by LearningBook, and will ensure that all information provided to LearningBook is kept accurate and up-to-date.

## **12 Liability**

**12.1** The Customer hereby indemnifies LearningBook against all costs, claims, liabilities and expenses (including reasonable legal expenses) incurred by LearningBook in connection with or as a result of any breach of this Agreement by the Customer.

## **13 Third Party Beneficiary**

**13.1** Notwithstanding anything to the contrary in the Agreement, where LearningBook is not a party to the Agreement, LearningBook will be a third party beneficiary of 6.5 (Reviews and Audits of Compliance), 10.1(Consent to Subprocessor Engagement) and 12 (Liability) of these Terms.

## **14 Effect of These Terms**

**14.1** Notwithstanding anything to the contrary in the Agreement, to the extent of any conflict or inconsistency between these Terms and the remaining terms of the Agreement, these Terms will govern.

## Appendix 1: Subject Matter and Details of the Data Processing

### 1 Subject Matter

*LearningBook's provision of the Services to Customer.*

### 2 Duration of the Processing

*The Term plus the period from the expiry of the Term until deletion of all Live Customer Data by LearningBook in accordance with the Terms.*

### 3 Nature and Purpose of the Processing

*LearningBook will process Customer Personal Data for the purposes of providing the Services to Customer in accordance with the Terms.*

### 4 Categories of Data

*Data relating to individuals provided to LearningBook via the Services, by (or at the direction of) Customer or by Customer End Users.*

### 5 Data Subjects

*Data subjects include the individuals about whom data is provided to LearningBook via the Services by (or at the direction of) Customer or by Customer End Users.*

## Appendix 2: Security Measures

As from the Terms Effective Date, LearningBook will implement and maintain the Security Measures set out in this Appendix 2. LearningBook may update or modify such Security Measures from time to time provided that such updates and modifications do not result in the degradation of the overall security of the Services.

### 1 Data Centre and Network Security

#### (a) Data Centres.

**Infrastructure.** LearningBook utilises geographically distributed data centres. LearningBook stores all production data in physically secure data centres.

**Redundancy.** Infrastructure systems have been designed to reduce single points of failure and minimize the impact of anticipated environmental risks. Dual circuits, switches, networks or other necessary devices help provide this redundancy. The Services are designed to allow LearningBook to perform certain types of preventative and corrective maintenance without interruption. Preventative and corrective maintenance of the data centre equipment is scheduled through a standard change process according to documented procedures.

**Power.** The data centre electrical power systems are designed to be redundant and maintainable without impact to continuous operations, 24 hours a day, 7 days a week. In most cases, a primary as well as an alternate power source, each with equal capacity, is provided for critical infrastructure components in the data centre. Backup power is provided by various mechanisms such as uninterruptible power supplies (UPS) batteries, which supply consistently reliable power protection during utility brownouts, blackouts, over voltage, under voltage, and out-of-tolerance frequency conditions. If utility power is interrupted, backup power is designed to provide transitory power to the data centre, at full capacity, for a temporary period.

**Server Operating Systems.** LearningBook servers use a Microsoft Windows based implementation customized for the application environment.

**Businesses Continuity.** LearningBook replicates data over multiple systems to help to protect against accidental destruction or loss. LearningBook has designed and regularly plans and tests its business continuity planning/disaster recovery programs.

#### (b) Networks and Transmission.

**Data Transmission.** Data centres are typically connected via high-speed private links to provide secure and fast data transfer between data centres. This is designed to prevent data from being read, copied, altered or removed without authorization during electronic transfer or transport or while being recorded onto data storage media. LearningBook transfers data via Internet standard protocols.

**External Attack Surface.** LearningBook employs multiple layers of network devices and intrusion detection to protect its external attack surface. LearningBook considers potential attack vectors and incorporates appropriate purpose built technologies into external facing systems.

**Intrusion Detection.** Intrusion detection is intended to provide insight into ongoing attack activities and provide adequate information to respond to incidents. LearningBook's intrusion detection involves:

- 1 Tightly controlling the size and make-up of LearningBook's attack surface through preventative measures;
- 2 Employing intelligent detection controls at data entry points; and
- 3 Employing technologies that automatically remedy certain dangerous situations.
- 4 Incident Response. LearningBook monitors a variety of communication channels for security incidents, and LearningBook's security personnel will react promptly to known incidents.

**Encryption Technologies.** LearningBook makes HTTPS encryption (also referred to as SSL or TLS connection) available.

### 2 Access and Site Controls

#### (a) Site Controls.

**On-site Data Centre Security Operation.** LearningBook's Subprocessor data centres maintain an on-site security operation responsible for all physical data center security functions 24 hours a day, 7 days a week.

**Data Centre Access Procedures.** LearningBook maintains formal access procedures for allowing physical access to the Subprocessor data centres. The data centres are housed in facilities that require electronic card key access, with alarms that are linked to the on-site security operation. All entrants to the data centre are required to identify themselves as well as show proof of identity to on-site security operations. Only authorised employees are allowed entry to the data centres. Only authorised employees are permitted to request electronic card key access to these facilities.



**(b) Access Control.**

**Infrastructure Security Personnel.** LearningBook has, and maintains, a security policy for its personnel, and requires security training as part of the training package for its personnel. LearningBook's Chief Information Security Officer, (CISO) is responsible for the ongoing monitoring of LearningBook's security infrastructure, the review of the Services, and responding to security incidents.

**Internal Data Access Processes and Policies – Access Policy.** LearningBook's internal data access processes and policies are designed to prevent unauthorised persons and/or systems from gaining access to systems used to process personal data. LearningBook employs an access management system to control personnel access to production servers, and only provides access to a limited number of authorised personnel. LearningBook requires the use of unique user IDs and strong passwords. The granting or modification of access rights is based on: the authorised personnel's job responsibilities; job duty requirements necessary to perform authorised tasks; and a need to know basis. The granting or modification of access rights must also be in accordance with LearningBook's internal data access policies and training. Approvals are managed by workflow tools that maintain audit records of all changes. Where passwords are employed for authentication (e.g., login to workstations), password policies that follow at least industry standard practices are implemented. These standards include password expiry, restrictions on password reuse and sufficient password strength.

### 3 Data

**(a) Data Storage, Isolation and Logging.**

**LearningBook stores data in a multi-tenant environment on LearningBook-owned servers.** The data and file system architecture are replicated between multiple geographically dispersed data centres. LearningBook also logically isolates the Customer's data.

**(b) Decommissioned Disks.**

Certain disks containing data may experience performance issues, errors or hardware failure, or become obsolete, that lead them to be decommissioned ("Decommissioned Disk"). Every Decommissioned Disk is subject to a data destruction process by an approved Subprocessor. Each facility is regularly checked to monitor compliance with the Asset Disposal Policy.

**(c) Backup Archives and Recovery**

Personal Data may reside in backup archives that must be retained for a longer period of time, either because it is impractical to isolate individual personal data within the archive, or because the controller is required to retain data longer for contractual, legal or compliance reasons.

The individual can be assured that their personal data will not be restored back to production systems (except in certain rare instances, e.g., the need to recover from a natural disaster or serious security breach). In such cases, the user's personal data may be restored from backups, but the Customer will need to take the necessary steps to honour the initial request and erase the primary instance of the data again.

Retention rules have been put in place so that personal data in backup archives is retained for as short a time as necessary before being deleted.

Records of all data subject requests regarding their personal data will be retained, as will audit logs that record all activities on backup archives containing Personal Data. This means that the user can be confident that their Personal Data has been backed up in accordance with GDPR principles of security by design and by default, as well as data minimisation, and that their rights, including the right to be forgotten, have been honoured.

### 4 Personnel Security

LearningBook personnel are required to conduct themselves in a manner consistent with the company's guidelines regarding confidentiality, business ethics, appropriate usage, and professional standards. LearningBook conducts reasonably appropriate background checks to the extent legally permissible and in accordance with applicable local labour law and statutory regulations.

Personnel are required to execute a confidentiality agreement and must acknowledge receipt of, and compliance with, LearningBook's confidentiality and privacy policies. Personnel are provided with security training. Personnel handling Customer Data are required to complete additional requirements appropriate to their role (e.g. certifications). LearningBook's personnel will not process Customer Data without authorisation.

### 5 Subprocessor Security

Before onboarding Subprocessors, LearningBook conducts an audit of the security and privacy practices of Subprocessors to ensure Subprocessors provide a level of security and privacy appropriate to their access to data and the scope of the services they are engaged to provide. Once LearningBook has assessed the





*risks presented by the Subprocessor, then subject to the requirements set out in 10.3 (Requirements for Subprocessor Engagement) of these Terms, the Subprocessor is required to enter into appropriate security, confidentiality and privacy contract terms.*