ONLINECOURSEHOST.COM'S DATA PROCESSING AGREEMENT

This Data Processing DPA (**"DPA"**) forms part of OnlineCourseHost.com's Terms of Use (the **"Terms"**) between VASCO CAVALHEIRO IT SERVICES SPRL (under the brand name **OnlineCourseHost.com**) and the entity identified as the customer below (**"Customer"**). This DPA is supplemental to the Terms and sets out the roles and obligations that apply when OnlineCourseHost.com processes Personal Data on behalf of Customer in connection with Customer's use of OnlineCourseHost.com's services (**"Services"**), including in connection with: (a) the generation of policies, legal agreements, disclaimers, and other documents generated by the Services using information related to Customer's business or organization; (b) the management of cookie consent for Customer's website, mobile application, platform and/or digital media (**"Customer's Platform"**); and (c) the management of "Do Not Sell My Information" and other DSAR forms provided to visitors and users of Customer's Platform (**"End Users"**). If there is any conflict between the Terms and this DPA, the terms of this DPA shall prevail to the extent of such conflict. Any capitalized terms not defined in this DPA shall have the meanings given to them in the Terms.

1. <u>Definitions</u>. For the purposes of this DPA:

   a. **"Data Protection Law"** means all data protection and privacy laws and regulations applicable to the processing of Covered Data, including (but not limited to) European Data Protection Law and the California Consumer Privacy Act of 2018 (California Civil Code §§ 1798.100 et seq.) and its implementing regulations (together, the **"CCPA"**).

   b. **"Covered Data"** means the Personal Data that OnlineCourseHost.com processes on behalf of Customer in connection with the Services, including Personal Data relating to visitors to and users of Customer's Platform (**"End Users"**) that OnlineCourseHost.com collects in connection with the Services.

   c. **"Customer's Platform"** means the website, mobile application, platform and/or digital media property owned or operated by Customer and via which Covered Data is collected and processed by OnlineCourseHost.com.

   d. **"Europe"** means, for the purposes of this DPA, the member states of the European Economic Area plus Switzerland and the United Kingdom.

   e. **"European Data Protection Law"** means all data protection and privacy laws and regulations enacted in Europe applicable to the processing of Covered Data, including (but not limited to)
   (i) Regulation (EU) 2016/679 (the **"GDPR"**); (ii) Directive 2002/58/EC (the **"e-Privacy Directive"**); (iii) the GDPR as it forms part of UK law by virtue of Section 3 of the European Union (Withdrawal) Act 2018 (**"UK GDPR"**); and (iv) the Swiss Federal Data Protection Act of 19 June 1992 and its corresponding ordinances ("**Swiss DPA**"); in each case, as may be amended, superseded, expanded or replaced from time to time.

   f. **"Personal Data"** means any information that relates to an identified or identifiable natural person and which is protected as "personal data", "personal information" or "personally identifiable information" under Data Protection Law.

   g. "**Security Incident**" means any accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Covered Data. "Security Incident" shall not include unsuccessful attempts or activities that do not compromise the security of Covered Data, including unsuccessful log-in attempts, pings, port scans, denial of service attacks, and other network attacks on firewalls or networked systems.

h. **"SCCs"** means the standard contractual clauses annexed to the European Commission's Decision (EU) 2021/914 of 4 June 2021, as described at Section 12 and as may be amended, superseded or replaced.

i. The terms **"controller"**, **"processor"** and **"processing"** shall have the meanings given to them in the GDPR, and **"process"**, **"processes"** and **"processed"** shall be interpreted accordingly; and the terms **"business"**, **"service provider"** and **"consumer"** shall have the meanings given to them in the CCPA.

2. <u>Scope of DPA</u>. This DPA applies to the extent that OnlineCourseHost.com collects and processes Covered Data on behalf of Customer in connection with the Services, as more particularly described in **Annex 1** (**"Data Processing Description"**).

3. <u>Roles of the parties</u>. As between OnlineCourseHost.com and Customer, Customer is the controller of Covered Data and OnlineCourseHost.com shall process the Covered Data as a processor (or service provider) acting on behalf of Customer.

4. <u>OnlineCourseHost.com's processing of Covered Data.</u> OnlineCourseHost.com shall process Covered Data in accordance with the lawful, documented instructions of Customer (as set out in the Terms, this DPA or otherwise in writing) and solely for the purposes of providing the Services, including (without limitation) (a) generating and hosting any policies, legal agreements, disclaimers, and other documents generated by the Services; (b) managing End Users' cookie preferences; (c) managing End Users' subject's "Do Not Sell My Information" and DSAR requests; (e) providing and improving OnlineCourseHost.com's software and products (collectively, the **"Permitted Purposes"**). OnlineCourseHost.com agrees that it shall not, except to the extent required under applicable law, retain, use, or disclose Covered Data for any purposes other than for the Permitted Purposes or sell Covered Data to a third party for monetary or other valuable consideration within the meaning of the CCPA or otherwise.

5. <u>Customer responsibilities.</u> Customer shall be responsible for complying with all necessary transparency and lawfulness requirements under Data Protection Law in order for OnlineCourseHost.com to collect and process Covered Data for the Permitted Purposes. Without limiting the generality of the foregoing, Customer acknowledges and agrees that OnlineCourseHost.com will use certain tracking technologies (including cookies) to collect and process data from End User devices through the Cookie Consent Manager and Customer represents and warrants that it shall provide and maintain all notices and (where applicable) obtain all necessary consents required by Data Protection Law to enable OnlineCourseHost.com to deploy such tracking technologies lawfully. OnlineCourseHost.com shall provide all information reasonably requested by Customer (including details about the tracking technologies it serves) to enable Customer to satisfy provide such notice and (where applicable) obtain such consents.

6. <u>Security.</u> OnlineCourseHost.com shall implement appropriate technical and organisational measures to protect Covered Data from Security Incidents, including as described in **Annex 2** (**"Security Measures"**). OnlineCourseHost.com 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. OnlineCourseHost.com shall ensure that any personnel that it authorizes to process Covered Data are subject to a duty of confidentiality.

7. <u>Security Incidents.</u> OnlineCourseHost.com shall notify Customer without undue delay upon becoming aware of a

Security Incident. OnlineCourseHost.com shall make reasonable efforts to identify the cause of the Security Incident and take such steps as OnlineCourseHost.com deems necessary and reasonable to mitigate the effects of the Security Incident. OnlineCourseHost.com shall make reasonable efforts to provide such information as Customer may reasonably require to enable Customer to fulfil any data breach reporting obligations under Data Protection Law.

8. Audits. OnlineCourseHost.com shall make all information available to Customer that is reasonably necessary to verify OnlineCourseHost.com's compliance with this DPA, including (on a confidential basis) a summary copy of its most recent third party certifications or audit report(s). OnlineCourseHost.com shall also permit Customer (or its appointed third party auditors) to carry out an audit of OnlineCourseHost.com's processing under this DPA following a confirmed Security Incident or upon the instruction of a data protection authority. Customer must, where possible, give OnlineCourseHost.com reasonable prior notice of such intention to audit, conduct its audit during normal business hours and take all reasonable measures to prevent unnecessary disruption to OnlineCourseHost.com's operations. Customer shall exercise its rights under Clauses
8.9 of the SCCs by instructing OnlineCourseHost.com to comply with the audit measures described in this Section 8.

9. International transfers. In order to provide the Services, OnlineCourseHost.com may transfer (directly or via onward transfer) Covered Data to the United States and other locations where OnlineCourseHost.com or its Sub-processors maintain data processing operations.

10. Data subject rights. OnlineCourseHost.com shall, taking into account the nature of the processing, provide reasonable assistance to Customer insofar as this is possible, to enable Customer to respond to requests from data subjects seeking to exercise their rights under Data Protection Law.

11. Deletion/return of data. Upon termination or expiry of the Terms, OnlineCourseHost.com shall delete or return to Customer the Covered Data (including copies) in its possession. This requirement shall not apply to the extent that OnlineCourseHost.com is required by applicable law to retain some or all of the Covered Data or to Covered Data archived on backup systems, which OnlineCourseHost.com shall (where reasonably possible) delete within 12 months of termination or expiry of the Terms.

12. European terms. The following terms apply to the extent the Covered Data is subject to European Data Protection Law:

    a. Sub-processors. Customer agrees that OnlineCourseHost.com may engage third party processors (**"Sub-processors"**) to process Covered Data on OnlineCourseHost.com's behalf, including OnlineCourseHost.com's current Sub-processors listed at **Annex 3** (**"List of Sub-processors"**), provided that OnlineCourseHost.com shall (a) maintain an up-to-date list of Sub-processors and make such list available to Customer on request; (b) impose on Sub-processors data protection terms that offer at least the same level of protection for Covered Data as required by this DPA; (c) remain liable for any breach of the DPA caused by its Sub-processors; and (d) provide Customer with ten (10) days' notice of any changes to its Sub-processors. For the avoidance of doubt, Sub-processors shall not include OnlineCourseHost.com employees or contractors. The parties agree and acknowledge that by complying with this sub-section

    (a), OnlineCourseHost.com fulfils its obligations under Sections 9(a) and (b) of the SCCs,

and that OnlineCourseHost.com may be restricted from disclosing Sub-processor agreements under Clause 9(c) of the SCCs but shall use reasonable efforts to require any Sub-processor it appoints to permit it

to disclose the Sub-processor agreement and shall provide (on a confidential basis) all information it reasonably can.

b. <u>Objection to Sub-processors</u>. Customer may object to OnlineCourseHost.com's engagement of a Sub-processor within five (5) days of receiving notice provided that such objection is based on reasonable grounds relating to data protection. The parties shall cooperate in good faith to reach a resolution and, if such resolution cannot be reached, then OnlineCourseHost.com may either not engage the Sub-processor or Customer will be permitted to suspend or terminate the processing of Covered Data by OnlineCourseHost.com (without prejudice to any fees incurred by Customer prior to suspension or termination).

c. <u>Standard Contractual Clauses.</u> The SCCs are incorporated by reference in full and form an integral part of this DPA. For the purposes of the SCCs (i) Customer is the "data exporter" and OnlineCourseHost.com is the "data importer"; (ii) Module Two of the SCCs will apply; (iii) in Clause 7, the optional docking clause will apply; (iv) in Clause 9, Option 2 will apply; (v) in Clause 11, the optional language will be deleted; (vi) in Clause 17, Option 1 will apply and the SCCs will be governed by Irish law; (vii) in Clause 18(b), disputes shall be resolved before the courts of Ireland; and (viii) the Annexes of the SCCs are populated with the information from Annexes 1 and 2 of this DPA. In relation to Covered Data that is subject to the UK GDPR or Swiss DPA, the SCCs are modified as follows: (ix) references to "Regulation (EU) 2016/679" and specific articles therein are interpreted as references to the UK GDPR or Swiss DPA and the equivalent articles or sections therein; (x) references to "EU", "Union" and "Member State" are replaced with references to the "UK" or "Switzerland"; (xii) references to the "competent supervisory authority" and "competent courts" are replaced with references to the "Information Commissioner" and the "courts of England and Wales" or the "Swiss Federal Data Protection Information Commissioner" and "competent courts of Switzerland"; and (xiii) in Clause 17 and Clause 18(b), the SCCs are governed by the laws of and disputes shall be resolved before the courts of England and Wales or Switzerland. To extent that and for so long as the SCCs as modified herein cannot be relied on to lawfully process Covered Data in compliance with the UK GDPR, the standard data protection clauses issued, adopted or permitted under the UK GDPR are incorporated by reference, and the annexes, appendices or tables of such clauses shall be shall be deemed populated with the relevant information set out in Annexes 1 and 2 of this DPA.

d. <u>Data protection impact assessments.</u> OnlineCourseHost.com shall, taking into account the nature of the processing and the information available to it, provide reasonable assistance needed to fulfil Customer's obligation to carry out data protection impact assessments and prior consultations with supervisory authorities, to the extent required under European Data Protection Law.

13. <u>Changes in law.</u> In the event of a change in Data Protection Law affecting the processing of Covered Data under this DPA the parties shall work together in good faith to make any amendments to this DPA or to execute any additional written agreements as are reasonably necessary to ensure continued compliance with Data Protection Law. Each party acknowledges that this DPA and any privacy-related provisions in the Terms (with any commercially sensitive information redacted) may be shared with the U.S. Department of Commerce or European regulator on request.

14. <u>Miscellaneous.</u> Except as amended by this DPA, the Terms will remain in full force and effect. If there is a conflict between this DPA and the Terms, the DPA will control. Any claims brought under this DPA shall be subject to the Terms, including but not limited to the exclusions and limitations of liability set forth in the Terms.

IN WITNESS WHEREOF, the parties have caused this DPA to be executed by their authorized representative and this DPA shall be effective on the date both parties sign this DPA:

OnlineCourseHost.com Inc.

[FORMAL LEGAL NAME OF CUSTOMER]

Signature: Vasco Cavalheiro

Signature:

Name: Vasco Cavalheiro

Name:

Title: Founder

Title:

Date: 2022-10-05

Date:

Annex 1: Data Processing Description

This **Annex 1** forms part of the DPA and describes the processing that OnlineCourseHost.com will perform on behalf of Customer.

1(A): List of parties

Data Exporter:	
Name:	[INSERT]
Address:	[INSERT]
Contact person's name, position and contact details:	[INSERT]
DPO name and contact details (where applicable):	[INSERT]
EU representative name and contact details (where applicable):	[INSERT]
Activities relevant to data transferred under these Clauses:	Provision of the Services under the Agreement
Role (controller / processor):	Controller

Data Importer:	
Name:	OnlineCourseHost.com Inc
Address:	Square Ambiorix 40 1000 Brussels
Contact person's name, position and contact details:	Vasco Cavalheiro Founder admin@onlinecoursehost.com
DPO name and contact details (where applicable):	Vasco Cavalheiro admin@onlinecoursehost.com
EU representative name and contact details (where applicable):	
Activities relevant to data transferred under these Clauses:	Provision of the Services under the Agreement
Role (controller / processor):	Processor

1(B): Description of transfer

Description	Purpose
Categories of data subjects:	End users of Customer's Platform whose Personal Data is collected via the Cookie Consent Manager or via DSAR form ("End Users"). Customer contacts at Customer's business or organization (e.g., Customer's DPO, EU/UK rep, etc.) ("Customer Contacts")
Categories of personal data:	Form Generator: · Customer Contact name · Customer Contact email · Customer Contact phone number Cookie Consent Manager: · IP address · Country · Cookie preferences · Device type · Time visited · Time preferences were selected DSAR Form Submission: · Customer ID · Website ID · Data Subject Name · Data Subject Email · Access Request (any information submitted on the DSAR form such as request type, agent requesting, relevant law, etc.) · Time submitted
Sensitive data transferred (if applicable) and applied restrictions or safeguards:	N/A
Frequency of the transfer:	Continuous
Subject matter and nature of the processing:	Collection and processing of Personal Data relating to Customer Contacts and End Users in connection with the Form Generator, Cookie Consent Manager and DSAR Form Submission.
Purpose(s) of the data transfer and further processing:	Processing for the purposes of providing the Services and following Customer's instructions, including (without limitation) (a) providing the form generator and hosting policies, legal agreements, disclaimers, and other documents generated by the Services; (b) providing the Cookie Consent Manager and managing and honoring End Users' cookie preferences; (c) providing the DSAR service and processing End Users' rights requests; (e) generating reporting information relating to the Cookie Consent Manager and DSAR

Description	Purpose
	Form Submission; and (f) providing and improving OnlineCourseHost.com's software and products.
Period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period:	For the duration of the Terms.

Annex 2: Technical and Organizational Security Measures

This **Annex 2** forms part of the DPA and describes the minimum technical and organizational measures implemented by OnlineCourseHost.com to protect Covered Data from Security Incidents:

1. Measures of pseudonymization and encryption of personal data:
   a. Encryption at rest using an industry standard AES-256 encryption algorithm
   b. Encryption in transit using Transport Layer Security 1.2 (TLS) with an industry-standard AES-256 cipher
2. Measures for ensuring ongoing confidentiality, integrity, availability, and resilience of processing systems and services:
   a. Virtual Private Network (VPN) and Multi-Factor Authentication (MFA) to access OnlineCourseHost.com cloud data centers
   b. Differentiated rights system based on security groups and access control lists.
   c. Secure transmission of credentials using TLS 1.2 (or greater)
   d. Use of approved password management software.
   e. Guidelines for handling passwords.
   f. Passwords require a defined minimum complexity.
   g. Hashed passwords.
   h. Automatic account locking.
   i. Access controls to infrastructure that is hosted by cloud service provider
   j. Access right management including implementation of access restrictions and managing of individual access rights.
   k. Training for employees and contractors.
   l. Network separation
   m. Segregation of responsibilities and duties
   n. Secure network interconnections ensured by firewalls etc.
   o. Logging of transmissions of data from IT systems that store personal data.
   p. Logging authentication and monitored logical system access
   q. Logging of data access including, but not limited to access, modification, entry and deletion of data
   r. Documentation of data entry rights and logging security related entries
   s. Customer data is backed up to multiple durable data stores in offsite data centers.
3. Measures for ensuring the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident:
   a. OnlineCourseHost.com's cloud service provider provides Distributed Denial of Service (DDoS) protection services that safeguards applications on OnlineCourseHost.com Servers including always-on detection and automatic inline mitigations that minimize application downtime and latency.
   b. OnlineCourseHost.com's data backups are conducted on OnlineCourseHost.com's cloud service provider's offsite data centers.
   c. Data is backed up to multiple durable data stores in offsite data centers.
   d. All data is backed up hourly in incremental segments and daily as a full backup. All backups are kept redundant and in encrypted form (AES-256).
   e. Procedures for handling and reporting incidents (incident management) including the detection and reaction to possible security incidents.
4. Processes for regularly testing, assessing, and evaluating the effectiveness of technical and organisational measures in order to ensure the security of the processing
   a. Security checks (e.g., penetration tests) conducted by external parties.
   b. Regular network and application security testing via cloud service provider.
   c. Testing emergency equipment via OnlineCourseHost.com's cloud service provider.
5. Measures for user identification and authorisation:
   a. Access to data necessary for the performance of the particular task is ensured within the systems and applications by corresponding identity access management and authorization concept.
   b. Virtual Private Network (VPN) and Multi-Factor Authentication (MFA) to access OnlineCourseHost.com data centers.
   c. Secure network interconnections ensured by VPN, MFA, firewalls etc.

d. Logging of transmissions of data from IT system that stores or processes personal data

e. Logging authentication and monitored system access.

6. Measures for the protection of data during transmission

    a. Encryption in transit using Transport Layer Security 1.2 (TLS) with an industry-standard AES-256 cipher.

    b. Remote access to the network via VPN tunnel and end-to-end encryption.

7. Measures for the protection of data during storage

    a. Encryption at rest using an industry standard AES-256 encryption algorithm.

    b. Virtual Private Network (VPN) and Multi-Factor Authentication (MFA) to access data centers.

    c. Use of Access Control Lists.

8. Measures for ensuring physical security of locations at which personal data are processed a. Cloud service provider implements physical and environmental controls such as secure design (site selection, redundancy, availability, and capacity planning), business continuity & disaster recovery (business continuity plan, pandemic response), physical access controls, monitoring and logging (data center access review, logs, and monitoring), surveillance and detection (CCTV, data center entry points, intrusion detection), device management (asset management, media destruction), operational support systems (power, climate and temperature, fire detection and suppression, leakage detection), infrastructure maintenance (equipment maintenance, environment management), and governance & risk (ongoing data center risk management, security attestation)

9. Measures for ensuring events logging

    a. Cloud service provider enables logging on accounts and records account activity from account creation.

    b. Cloud service provider uses methods like the following to ensure the verifiability of event log files: remote logging, hash chaining, replication, Central Security Event and Information Management (SIEM) system.

10. Measures for ensuring system configuration, including default configuration

    a. System configuration from the source code that is predetermined per Application/Infrastructure as Code (IaC)

    b. Access Control Policy and Procedures

    c. Baseline configuration identification

    d. Configuration Planning and Management

11. Measures for internal IT and IT security governance and management

    a. Dedicated and identified person to oversee the company's information security and compliance program

12. Measures for ensuring data minimisation

    a. Privacy by design/default (privacy impact assessment process)

13. Measures for ensuring data quality

    a. Process for the exercise of data protection rights (right to amend and update information).

14. Measures for ensuring limited data retention

    a. Annual review of data retention policy and processes

    b. Operational mechanisms to ensure deletion (e.g., automatic deletion of data after a predefined time period)

15. Measures for ensuring accountability

    a. Assigned responsibility to ensure end-user privacy throughout the product lifecycle and through applicable business processes.

    b. Data protection impact assessments as an integral part of any new processing initiative.

16. Measures for allowing data portability and ensuring erasure

    a. Documented processes in relation to the exercise by users of their privacy rights (e.g. right of erasure or right to data portability)

    b. Use of open formats such as CSV, XML or JSON.

Annex 3: List of Sub-processors

This **Annex 3** forms part of the DPA and describes OnlineCourseHost.com's current sub-processors.

Name (full legal name):	Address: Description of processing:	
Amazon Web Services, Inc.	410 Terry Avenue North, Seattle, WA 98109 USA	Hosting Email provider
Firebase	188 King St in San Francisco United States	Product Functionality
Google Cloud	1600 Amphitheatre Parkway Mountain View, CA 94043, USA (650) 253-0000	Product Functionality
Algolia	301 Howard St Suite 300 United States	Full Text Search Functionality