QWICKLY GDPR DATA PROCESSING ADDENDUM

This Addendum, including its Appendix and Annexes, (collectively, the "Addendum") forms part of the Master Services Agreement ("Master Agreement") between Qwickly, a corporation with an address at 2019 Center Street, Cleveland, OH 44113, USA (hereinafter, "Processor") and the institution licensing Qwickly products (hereinafter "Controller") (collectively, "the parties" or individually, "a/the party").

In the event of a conflict between the terms and conditions of this Addendum and the Master Agreement, the terms and conditions of this Addendum shall supersede and control.

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1.   **DEFINITIONS**

1.1   "**Applicable Data Protection Law**" means the General Data Protection Regulation (as implemented in the relevant European Union Member State) and all applicable data protection legislation and regulations.

1.2   "**Business Days**" means Monday through Friday, except for Federal legal public holidays as defined by 5 U.S.C. § 1603(a).

1.3   "**Consent**" of the Data Subject means any freely given, specific, informed and unambiguous indication of the Data Subject's wishes by which he or she, by a statement or by a clear affirmative action, signifies agreement to the Processing of Personal Data relating to him or her.

1.4   "**Controller**" means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data; where the purposes and means of such Processing are determined by European Union or Member State law, the Controller or the specific criteria for its nomination may be provided for by European Union or Member State law.

1.5   "**Data Exporter**" means the Controller who transfers Personal Data to a Processor.

1.6   "**Data Importer**" means the Processor who agrees to receive from the Data Exporter any Personal Data intended for Processing on its behalf after the transfer in accordance with the terms and conditions defined in this Agreement and who is not subject to a third country's system ensuring adequate protection within the meaning of the GDPR.

1.7   "**General Data Protection Regulation**" or "**GDPR**" means Regulation 2016/679, adopted by the European Parliament on April 27, 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 the 1995 Data Protection Directive (95/46/EC).

1.8   "**Personal Data**" means any information provided to or accessed by Controller in connection with the performance of the Master Agreement and/or this Addendum and that relates to an identified or identifiable natural person ("Data Subject"); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

1.9   "**Personal Data Breach**" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data transmitted, stored or otherwise Processed.

1.10 "**Process**" or "**Processing**" means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

1.11 "**Processor**" means a natural or legal person, public authority, agency or other body which Processes Personal Data on behalf of the Controller.

1.12 "**Special Categories of Data**" means information related to a Data Subject's race, ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetics, biometrics (when used for identification purposes), health, sex life, or sexual orientation.

1.13 "**Sub-Processor**" means any Processor engaged by the Data Importer or by any other Sub-Processor of the Data Importer who agrees to receive from the Data Importer or from any other Sub-Processor of the Data Importer Personal Data exclusively intended for Processing activities to be carried out on behalf of the Data Exporter after the transfer in accordance with this Addendum.

1.14 "**Supervisory Authority**" means an independent public authority which is established pursuant to Article 51 of the GDPR.

1.15 "**Technical and Organizational Security Measures**" means those measures aimed at protecting Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, in particular where the Processing involves the transmission of data over a network, and against all other unlawful forms of Processing.

2. DATA CONTROLLER ACTIVITIES AND DATA PROTECTIONS

2.1. Controller agrees that at any and all times that is it serving as a Controller for the purposes of satisfying the terms and conditions of the Master Agreement and/or this Addendum, it will undertake or adhere to the following:

    a. Provide the Data Subject, in writing and at the time that Personal Data is collected, the information set forth in Articles 13 and 14 of the GDPR in a concise, transparent, intelligible, and easily accessible form, using clear and plain language.

    b. Where Processing is based on the Data Subject's consent, implement all necessary measures to ensure that Data Subjects have been notified and appropriately consented (in accordance with the terms and conditions of the GDPR) to their Personal Data being collected, retained, stored, disclosed, or otherwise disseminated.

    c. Respond to any communication or correspondence from a Data Subject, or a third party acting on the Data Subject's behalf, regarding the invocation of any rights set forth in the GDPR, including those in Articles 15 to 22.

3. DATA PROCESSOR ACTIVITIES AND DATA PROTECTIONS

3.1. Processor agrees that at any and all times that is it serving as a Processor for the purposes of satisfying the terms and conditions of the Master Agreement and/or this Addendum, it (and any individual or entity acting on its behalf) will undertake and/or adhere to the following:

    a. Process any Personal Data provided to it by Controller only in accordance with the terms and conditions set forth in the Master Agreement and/or this Addendum, or on the documented

instructions from Controller, unless otherwise required to do so by law. In the event Processor is compelled by law to Process Personal Data provided to it by Controller in a manner beyond or in contrast to the terms and conditions set forth in the Master Agreement and/or this Addendum, or the documented instructions from Controller, it shall notify Controller of that legal requirement prior to Processing, unless such notification is expressly prohibited by law.

b. Maintain confidentiality of all Personal Data and ensure that individuals who are authorized to Process Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

c. Implement appropriate technical and organizational security measures to ensure a level of security appropriate to the risk of varying likelihood and severity for the rights and freedoms of natural persons that are presented by Processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data, and by taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing.

d. Provide Controller, in accordance with the Master Agreement, access to Personal Data to enable Controller to comply with its legal obligations with regard to Data Subjects invoking their rights under the GDPR. Processor shall, at the request of Controller and without delay, amend, correct, delete, cease using, or restrict the use of Personal Data. Processor shall refer immediately and without delay, any correspondence it receives from a Data Subject seeking to invoke his/her rights under the GDPR to Controller.

e. Notify Controller, immediately and without delay, of any actual or reasonably suspected Personal Data Breach or other breach affecting Personal Data after Processor becomes aware of the incident. Processor shall, taking into account the nature of the Processing and the information available to Processor, provide, to the greatest extent possible, assistance to Controller to enable Controller to meet its legal obligations to notify any Supervisory Authority, regulatory or governmental authority, Data Subject, or any other individual of the incident.

f. Assist, to the greatest extent possible, Controller in relation to any privacy impact assessments or consultations with Supervisory Authorities concerning the Processing of Personal Data within the scope of the Master Agreement and/or this Addendum.

g. Assist, to the greatest extent possible, Controller in relation to any inquiry, complaint, or claim in relation to the Processing of Personal Data within the scope of the Master Agreement and/or this Addendum.

h. After completing all necessary Processing, at the choice of Controller, either return all Personal Data and the copies thereof to Controller, or destroy, and certify the destruction of, all Personal Data, unless otherwise prohibited by law.

i. Audit, on a periodic basis, the adequacy of its technical and organizational security measures used to Process Personal Data on behalf of Controller, in accordance with industry standards or such alternative standards that are substantially equivalent. The audit described herein may be performed by Processor or a third party at Processor's selection and expense.

j. Undertake good faith efforts to allow for and contribute to audits (including inspections) undertaken by Controller or by an auditor designated by Controller by providing reports on or another confidential summary of its technical and organizational security measures so that Controller can reasonably verify Processor's compliance with its legal and/or contractual obligations.

k. Implement appropriate technical and organizational security measures to protect Personal Data from accidental or unlawful destruction, loss, alteration, unauthorized disclosure, or

access, including when necessary to assist Controller in satisfying the terms and conditions of the Master Agreement and/or this Addendum.

3.2. Controller acknowledges and agrees that in order to satisfy to the terms and conditions of the Master Agreement and/or this Addendum, Processor may subcontract to third party vendors, subject to the following terms and conditions:

    a. Processor shall inform Controller of any intended changes concerning the addition or replacement of other subcontractors, thereby giving Controller the opportunity to object to such changes.

    b. Processor will ensure that any such third-party vendor agrees, in writing, not disclose to any other party not privy to this Addendum the content of any information, including any Personal Data, provided to or accessed by the third party vendor in connection with the performance of the Master Agreement and/or this Addendum.

    c. Processor will ensure that any third party that performs Processing activities concerning Personal Data on its behalf will be subject to any and all applicable obligations and conditions set forth in the GDPR, and the same contractual requirements set forth in the Master Agreement and/or this Addendum.

    d. Processor shall remain liable to Controller for any breaches caused by third parties performing sub-Processing activities.

4. TRANSFER OF PERSONAL DATA TO THIRD COUNTRIES OR INTERNATIONAL ORGANIZATIONS

4.1. The parties agree to transfer Personal Data to any non-European Economic Area country or to an international organization only in accordance with applicable law, including the GDPR.

4.2. In the event that Processor is undertaking or intends to undertake the Processing of Personal Data on the behalf of Controller that involves the transfer of Personal Data to any non-European Economic Area country or to an international organization, both parties shall comply with the terms of the Standard Contractual Clauses for the Transfer of Personal Data to Processors Established in Third Countries approved by the European Commission Decision of February 5, 2010 and reproduced in Appendix A.

4.3. In the event that Appendix A is amended, replaced, or repealed by government authorities, the parties will adhere, to the greatest extent possible, to any new provisions or obligations set forth by the government authorities, until such time that both parties can agree to new terms and conditions governing the transfer of Personal Data to any non-European Economic Area country or international organization.

4.4. The parties shall also comply with the terms and conditions set forth in Appendix A in all cases where Personal Data that was originally exported in the circumstances described in Section 4.2 of this Addendum is subsequently transferred to another country. If required by law, the Parties shall execute or re-execute the terms and conditions set forth in Appendix A as separate documents setting out the proposed transfers of Personal Data in any such manner as may be required by the GDPR or other applicable law.

4.5. In case of any conflict between the terms and conditions set forth in Appendix A and any other part of the Master Agreement and/or this Addendum, the terms and conditions set forth in Appendix A shall prevail.

4.6. The parties' signature to this Addendum shall be considered as signature to the terms and conditions set forth in Appendix A.

5. LAWFUL ACTIVITIES AND COMPLIANCE

5.1. Processor and Controller shall perform all activities related to this Addendum in accordance with all relevant terms and conditions set forth in the GDPR.

5.2. In the event that either party cannot, for whatever reason, comply with the GDPR, it will promptly notify the other of this situation and provide reason(s) for noncompliance. Upon request by Processor or Controller, the other party shall, as soon as reasonably practicable, but in no case more than fourteen (14) business day, make available to it all information necessary to demonstrate compliance with this Addendum and the GDPR's terms, conditions, obligations, and requirements.

6. DISPUTES AND GOVERNING LAW

6.1. Any action, suit, or proceeding arising under or in connection with this Addendum must be commenced within one year after the claim or cause of action accrued. The prevailing party in any action, suit or proceeding shall be entitled to recover, in addition to any other remedy under this Addendum, reasonable attorney fees and costs.

6.2. Except as provided for in Sections 7 (Mediation and Jurisdiction) and 9 (Governing Law) of Appendix A, any action, suit, or proceeding arising under or in connection with this Addendum shall be governed in all respects by the laws stipulated to in the Master Agreement.

7. THIRD PARTY RIGHTS

7.1. Unless expressly provided for in this Addendum, including in the terms and conditions set forth in Appendix A, or provided for in law, including the GDPR, a person who is not a party to this Addendum has no right to enforce any term of this Addendum.

7.2. Unless required by law or by the terms and conditions provided for in this Addendum, the parties do not require the consent of any third party to terminate, rescind, amend, or otherwise alter this Addendum at any time.

Appendix A

Personal Data Transfers

Upon signature of the Addendum by both parties, Appendix A, including all its terms, conditions, statements, obligations, and annexes, is hereby fully incorporated into this Addendum.

1.   DEFINITIONS

The definitions set forth in Section 1 of the Addendum are fully incorporated into this Appendix.

2.   DETAILS OF THE TRANSFER

The details regarding the transfer of Personal Data from the Data Exporter (Controller) to the Data Importer (Processor), including any transfer of Special Categories of Data, where applicable, are specified in Annex 1 which forms an integral part of this Appendix.

3.   THIRD PARTY BENEFICIARY

3.1.   The Data Subject can enforce against the Data Exporter this Section, Section 4(b) to (i), Section 5(a) to (e), and (g) to (j), Section 6(1) and (2), Section 7, Section 8(2), and Sections 9 to 12 as third-party beneficiary.

3.2.   The Data Subject can enforce against the Data Importer this Section, Section 5(a) to (e) and (g), Section 6, Section 7, Section 8(2), and Sections 9 to 12, in cases where the Data Exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the Data Exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the Data Exporter, in which case the Data Subject can enforce them against such entity.

3.3.   The Data Subject can enforce against the sub-Processor this Section, Section 5(a) to (e) and (g), Section 6, Section 7, Section 8(2), and Sections 9 to 12, in cases where both the Data Exporter and the Data Importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the Data Exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the Data Exporter, in which case the Data Subject can enforce them against such entity. Such third party liability of the sub-Processor shall be limited to its own Processing operations.

3.4.   The parties do not object to a Data Subject being represented by an association or other body if the Data Subject so expressly wishes and if permitted by national law.

4.   OBLIGATIONS OF THE DATA EXPORTER

The Data Exporter agrees and warrants:

a.   That the Processing, including the transfer itself, of the Personal Data has been and will continue to be carried out in accordance with the relevant provisions of the Applicable Data Protection Law (and, where applicable, has been notified to the relevant authorities of the Member State where the Data Exporter is established) and does not violate the relevant provisions of that State.

b.   That it has instructed and throughout the duration of the Personal Data-Processing services will instruct the Data Importer to Process the Personal Data transferred only on the Data Exporter's behalf and in accordance with the Applicable Data Protection Law, the Master Agreement and/or this Addendum.

c.   That the Data Importer will provide sufficient guarantees in respect of the technical and organizational security measures specified in Annex 2 to this contract.

d.   That after assessment of the requirements of the Applicable Data Protection Law, the security measures are appropriate to protect Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, in particular where the Processing involves the transmission of data over a network, and against all other unlawful forms of Processing, and that these measures ensure a level of security appropriate to the risks presented by the Processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation.

e.   That it will ensure compliance with the security measures.

f.   That, if the transfer involves Special Categories of Data, the Data Subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of the GDPR.

g.   To forward any notification received from the Data Importer or any sub-Processor pursuant to Section 5(b) and Section 8(3) to the data protection Supervisory Authority if the Data Exporter decides to continue the transfer or to lift the suspension.

h.   To make available to the Data Subjects upon request a copy of this Addendum, with the exception of Annex 2, and a summary description of the security measures, as well as a copy of any contract for sub-Processing services which has to be made in accordance with this Addendum, unless the Addendum or the contract contain commercial information, in which case it may remove such commercial information.

i.   That, in the event of sub-Processing, the Processing activity is carried out in accordance with Section 11 by a sub-Processor providing at least the same level of protection for the Personal Data and the rights of Data Subject as the Data Importer under this Addendum.

j.   That it will ensure compliance with Section 4(a) to (i).

5.   OBLIGATIONS OF THE DATA IMPORTER

The Data Importer agrees and warrants:

a.   To Process the Personal Data only on behalf of the Data Exporter and in compliance with its instructions and this Addendum; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the Data Exporter of its inability to comply, in which case the Data Exporter is entitled to suspend the transfer of data and/or terminate the contract.

b.   That it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the Data Exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by this Addendum, it will promptly notify the change to the Data Exporter as soon as it is aware, in which case the Data Exporter is entitled to suspend the transfer of data and/or terminate the contract.

c.   That it has implemented the technical and organizational security measures specified in Annex 2 before Processing the Personal Data transferred.

d.   That it will promptly notify the Data Exporter about (i) any legally binding request for disclosure of the Personal Data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation,

(ii) any accidental or unauthorized access; and any request received directly from the Data Subjects without responding to that request, unless it has been otherwise authorized to do so.

e.   To deal promptly and properly with all inquiries from the Data Exporter relating to its Processing of the Personal Data subject to the transfer and to abide by the advice of the Supervisory Authority with regard to the Processing of the data transferred.

f.   At the request of the Data Exporter to submit its data-processing facilities for audit of the Processing activities covered by this Addendum, which shall be carried out by the Data Exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the Data Exporter, where applicable, in agreement with the Supervisory Authority.

g.   To make available to the Data Subject upon request a copy of this Addendum, or any existing contract for sub-Processing, unless the Addendum or contract contain commercial information, in which case it may remove such commercial information, with the exception of Annex 2 which shall be replaced by a summary description of the security measures in those cases where the Data Subject is unable to obtain a copy from the Data Exporter.

h.   That, in the event of sub-Processing, it has previously informed the Data Exporter and obtained its prior written consent.

i.   That the Processing services by the sub-Processor will be carried out in accordance with Section 11.

j.   To send promptly a copy of any sub-Processor agreement it concludes under this Addendum to the Data Exporter.

6.   LIABILITY

6.1.   The parties agree that any Data Subject, who has suffered damage as a result of any breach of the obligations referred to in Section 3 or in Section 11 by any party or sub-Processor is entitled to receive compensation from the Data Exporter for the damage suffered.

6.2.   If a Data Subject is not able to bring a claim for compensation in accordance with paragraph 1 against the Data Exporter, arising out of a breach by the Data Importer or his sub-Processor of any of their obligations referred to in Section 3 or in Section 11, because the Data Exporter has factually disappeared or ceased to exist in law or has become insolvent, the Data Importer agrees that the Data Subject may issue a claim against the Data Importer as if it were the Data Exporter, unless any successor entity has assumed the entire legal obligations of the Data Exporter by contract of by operation of law, in which case the Data Subject can enforce its rights against such entity. The Data Importer may not rely on a breach by a sub-Processor of its obligations in order to avoid its own liabilities.

6.3.   If a Data Subject is not able to bring a claim against the Data Exporter or the Data Importer referred to in paragraphs 1 and 2, arising out of a breach by the sub-Processor of any of their obligations referred to in Section 3 or in Section 11 because both the Data Exporter and the Data Importer have factually disappeared or ceased to exist in law or have become insolvent, the sub-Processor agrees that the Data Subject may issue a claim against the data sub-Processor with regard to its own Processing operations as if it were the Data Exporter or the Data Importer, unless any successor entity has assumed the entire legal obligations of the Data Exporter or Data Importer by contract or by operation of law, in which case the Data Subject can enforce its rights against such entity. The liability of the sub-Processor shall be limited to its own Processing operations.

7. MEDIATION AND JURISDICTION

7.1. The Data Importer agrees that if the Data Subject invokes against it third party beneficiary rights and/or claims compensation for damages under this Addendum, the Data Importer will accept the decision of the Data Subject: (a) to refer the dispute to mediation, by an independent person or, where applicable, by the Supervisory Authority; (b) to refer the dispute to the courts in the Member State in which the Data Exporter is established.

7.2. The parties agree that the choice made by the Data Subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

8. COOPERATION WITH SUPERVISORY AUTHORITIES

8.1. The Data Exporter agrees to deposit a copy of this contract with the Supervisory Authority if it so requests or if such deposit is required under the Applicable Data Protection Law.

8.2. The parties agree that the Supervisory Authority has the right to conduct an audit of the Data Importer, and of any sub-Processor, which has the same scope and is subject to the same conditions as would apply to an audit of the Data Exporter under the Applicable Data Protection Law.

8.3. The Data Importer shall promptly inform the Data Exporter about the existence of legislation applicable to it or any sub-Processor preventing the conduct of an audit of the Data Importer, or any sub-Processor, pursuant to paragraph 2. In such a case the Data Exporter shall be entitled to take the measures foreseen in Section 5(b).

9. GOVERNING LAW

Any action, suit, or proceeding arising under or in connection with this Appendix, and this Appendix only, shall be governed by the law of the Member State in which the Data Exporter is established.

10. VARIATION OF THE CONTRACT

The parties undertake to not vary or modify this Appendix. This does not preclude the parties from adding provisions on business related issues where requires as long as they do not contradict this Appendix.

11. SUB-PROCESSING

11.1. The Data Importer shall not subcontract any of its Processing operations performed on behalf of the Data Exporter without the prior written consent of the Data Exporter. Where the Data Importer subcontracts its obligations under this Addendum, with the consent of the Data Exporter, it shall do so only by way of a written agreement with the sub-Processor which imposes the same obligations on the sub-Processor as are imposed on the Data Importer under this Addendum. Where the sub-Processor fails to fulfil its data protection obligations under such written agreement the Data Importer shall remain fully liable to the Data Exporter for the performance of the sub-Processor's obligations under such agreement.

11.2. The prior written contract between the Data Importer and the sub-Processor shall also provide for a third party beneficiary clause as laid down in Section 3 for cases where the Data Subject is not able to bring the claim for compensation referred to in paragraph 1 of Section 6 against the Data Exporter or the Data Importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of

the Data Exporter or Data Importer by contract or by operation of law. Such third-party liability of the sub-Processor shall be limited to its own Processing operations.

The provisions relating to data protection aspects for sub-Processing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the Data Exporter is established.

11.4. The Data Exporter shall keep a list of sub-Processing agreements concluded under this Addendum and notified by the Data Importer pursuant to Section 5(j), which shall be updated at least once a year. The list shall be available to the Data Exporter's data protection Supervisory Authority.

12. TERMINATION OF PERSONAL DATA PROCESSING SERVICES

12.1. The parties agree that on the termination of the provision of data-Processing services, the Data Importer and the sub-Processor shall, at the choice of the Data Exporter, return all the Personal Data transferred and the copies thereof to the Data Exporter or shall destroy all the Personal Data and certify to the Data Exporter that it has done so, unless legislation imposed upon the Data Importer prevents it from returning or destroying all or part of the Personal Data transferred. In that case, the Data Importer warrants that it will guarantee the confidentiality of the Personal Data transferred and will not actively Process the Personal Data transferred anymore.

12.2. The Data Importer and the sub-Processor warrant that upon request of the Data Exporter and/or of the Supervisory Authority, it will submit its data-Processing facilities for an audit of the measures referred to in paragraph 1.

Appendix A: Annex 1

Transfer Description (Controller to Processor)

Data Exporter

The Data Exporter is a customer of the Data Importer, which it has engaged to provide certain data and software services. In the course of receiving these services and related support, the Data Exporter will transfer Personal Data to the Data Importer for Processing, the nature of which and the purposes for which are specified in the Master Agreement, the Addendum, and this Annex 1.

Data Importer

The Data Importer is a provider of information and content, software and technology that allows customers to manage their classroom metrics.

Data subjects

The Personal Data transferred concern the following categories of Data Subjects (please specify):

Qwickly Attendance
- Data Exporter's students and school employees.

Qwickly Course Tools
- None (No Personal Data is transferred by Qwickly Course Tools).

Categories of data

The Personal Data transferred concern the following categories of data (please specify):

Qwickly Attendance
- Student Name
- Instructor Name
- Student Email Address
- Instructor Email Address
- Student ID Number
- Learning System (VLE) Student Database ID
- Learning System (VLE) Instructor Database ID

Qwickly Course Tools
- None (No Personal Data is transferred by Qwickly Course Tools)

Special categories of data

- The Personal Data transferred concern the following Special Categories of Data (please specify):
- None

Processing operations

- The Personal Data transferred will be subject to the following basic Processing activities (please specify): The Data Importer will Process the Personal Data in order to provide the contracted services, as defined in the Master Agreement and the Addendum, to the Data Exporter.

Appendix A: Annex 2

Technical and Organization Security Measures

A description of the technical and organizational security measures implemented by the Data Importer in accordance with Sections 4(d) and 5(c) of Appendix A is provided as follows:

By design, Qwickly products do not store or cache personally identifiable information. When personally identifiable information can be used to enhance the use of a product, the goal is to keep its impact at a minimum.

Institutions that license Qwickly Attendance first need to opt-in to have this type of information cached with Qwickly and individual users have the right to opt-out at any point.

Qwickly Course Tools requests all of its information directly from the learning system (LMS/VLE) on a per use basis. The actions performed by Qwickly Course Tools work within the confines of the learning system and do not require Qwickly to store or cache any personal data.

The most current and updated information is available at https://www.goqwickly.com/privacy/.