

Service Agreement Teachiq AB (for Exam.net)

This service agreement is entered into by and between the following parties:

Customer	Supplier
Sapienza Università di Roma	Teachiq AB
Company registration no.	Company registration no.
IT02133771002	556538-9409
Mailing address	Mailing address
Piazzale Aldo Moro 5	Granparksstigen 5
00185 Rome	182 73 Stocksund
Italy	Sweden

The Customer and Teachiq AB (“**Teachiq**”) are, when mentioned separately, referred to as “**Party**” and jointly as “**Parties**”.

The Parties have this day entered into this service agreement regarding delivery of Exam.net to the Customer’s educational business (the “**Service Agreement**”) according to the following terms.

1. SCOPE OF THE AGREEMENT

1.1. This Service Agreement covers the digital service “Exam.net” – (the “**Service**”) provided to the Customer with the purpose of being used in the Customer’s educational business in accordance with the General Terms, Appendix 1, and according to the then current order.

2. ORDER OF THE SERVICE

2.1. The Service is ordered when an authorized signatory at the Customer places an order.

2.2. The Service is delivered during the ordered period or the subscription period, normally twelve (12) months, unless otherwise agreed between the Parties, which is specified in each order confirmation (“**Order Confirmation**”), or during free trial periods as specified by Teachiq.

3. PRICE AND INVOICING

3.1. The fees for the Service have been agreed between the Parties and are specified in each order confirmation.

3.2. All fees shall be invoiced in the currency set out in the relevant order confirmation, to the address given in the order confirmation, unless otherwise agreed between the Parties.

3.3. Teachiq reserve the right to change the prices as well as the payment terms at our own discretion, before the start of each new twelve-month term as described in section 4 below. Such changes will however not affect a licence already ordered. The Customer will be notified in advance of any price change.

4. TERM AND TERMINATION OF THE AGREEMENT

4.1 This Service Agreement shall commence when it has been duly signed by both Parties and shall remain in force for an initial term of twelve (12) months (the "Initial Term").

4.2 Unless the Service Agreement is terminated by either Party by two (2) month's written notice before the expiry of the Initial Term, the Service Agreement shall remain in force for successive periods of twelve months unless terminated by either Party by written notice prior to the expiry of the then current term subject to the same notice period as applied during the Initial Term.

5. QUESTIONS REGARDING THE SERVICE

5.1. You can reach out to us for questions regarding the Service to the following e-mail address: support@exam.net. However, Teachiq does not offer any specific support levels to Customers.

6. MISCELLANEOUS

6.1. Further to this Service Agreement, a Personal Data Processing Agreement shall be entered into, signed by an authorized representative of the Customer.

7. AGREEMENT DOCUMENTS

7.1. The Service Agreement consists of several documents, which complement each other. In case of any inconsistencies between them, they shall have the following order of precedence:

- i) Personal Data Processing Agreement;
- ii) This "Service Agreement";
- iii) Order Confirmation; and
- iv) General Terms (Appendix 1)

This Service Agreement has been executed in two copies, whereof the Parties have taken one each.

Place and date

2024-10-11

Rome

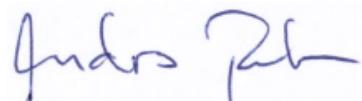
Place and date

2024-10-11

Danderyd,

Purchaser

Teachiq AB



Name: Laura Leone

Anders Torkelsson, CEO

Appendix 1 - General terms

Updated and revised: 2024-03-11

1. General

These general terms ("Terms") form an integral part of the Service Agreement. The Terms regulate access to Exam.net (below named the "Service"), which are provided by Teachiq AB ("Teachiq"), company registration no. 556538-9409 and with address Granparksstigen 5 18273 Stocksund, e-mail support@exam.net.

The Service Agreement regulates the delivery of Service to the Customer's educational business and gives the Customer the right to use the Service according to the Agreement and any specific terms agreed by the Parties. The content of the Service, applicable from time to time, are described further on the following webpage: www.exam.net, jointly called the "Webpage".

"Customer" means the legal entity who entered into the Agreement with Teachiq. "End User" means the physical persons who entered into a user agreement with Teachiq, whose use of the Service is governed by the Terms of Use and the Privacy Policy.

The Service Agreement, these Terms, the Personal Data Processing Agreement, the Terms of Use and Privacy Policy constitute the entire agreement between the Parties and shall replace all previous written or oral agreements between the Parties.

2. Customer's Responsibilities

The Customer is responsible for complying with, and ensuring that all Customer's End Users comply with, this Agreement and the Terms of Use for the Service.

3. Availability of the Service, no warranty

The Service are provided on an as is and as available basis. Teachiq does not, directly, implicitly or in any other way, guarantee or warrant the access to, quality of, adequacy for a specific purpose or accuracy of the Service or that the provision of the Service will be uninterrupted or that it is free from bugs, errors, or any other defects. Customer assumes all risk for using, and for any results obtained or liability incurred by or as a result of using, the Service, or from using any information obtained from using the Service, or for failing to access the Service on any occasion.

Except as expressly set out in the Agreement all warranties, representations, terms, conditions or undertakings whether implied by statute, custom, trade usage, course of dealing or otherwise (including any implied warranty, representation, term, condition or undertaking of satisfactory quality or fitness for a particular purpose) are, to the fullest extent permitted by law, hereby excluded.

4. Personal Data

Any processing of personal data in connection with this Agreement is regulated by the Personal Data Processing Agreement and the Privacy Policy, as applicable from time to time.

Teachiq may use Customer's company name as reference cases, to be used in e.g. public procurements where Teachiq participates, marketing material or on Teachiq's website(s).

5. Payment

Customer shall pay the fees for the Service in accordance with the terms of Service Agreement.

The payment obligation starts when Teachiq has sent an order confirmation to the Customer and continues until the end of the agreed billing period. Payment is made in advance for the Service, with thirty (30) days' payment term. Teachiq reserves the right to charge interest on late payment at a rate of ten (10) %.

6. Suspension

Where the Customer breaches the Agreement, Teachiq reserves the right to suspend the Customer's access to the Service. Customer's payment obligation continues until the end of the billing period.

7. Assignment

Teachiq may assign its rights or obligations under the Agreement to an affiliated company or to an entity to which Teachiq has transferred its business operations.

The Customer may only transfer the Agreement subject to Teachiq's prior written consent, which shall not be unreasonably withheld or delayed.

8. Intellectual Property Rights

All copyright, patent or other intellectual property rights attributable to the Service, as amended and updated from time to time, are owned by or licensed to Teachiq. The Service, and any software included therein, may only be used by the Customer during the Term and as described in the Agreement and may only be copied by the Customer to the extent it is permitted by Teachiq in writing.

Without limiting the generality of the foregoing, in the event that Teachiq as part of the Service delivers any deliverable, Teachiq shall be the sole owner of such deliverable and the Customer may only use it during the term of the Agreement. The Customer may not use any deliverable upon expiry of the

Agreement.

For clarity, neither Party shall acquire any right under the Agreement to the other Party's trademarks, product trademarks, distinctive marks and other symbols, which are used in connection with the Service and any use of such marks or symbols of the other Party requires such party's prior written consent.

9. Force Majeure

Teachiq shall not be responsible to the other for any failure or delay in performing any of its obligations under this Agreement or for other non-performance hereof if such delay or non-performance is caused by strike, fire, pandemic disease, flood, riot, civil commotion, act or ordinance of any governmental or local authority, terrorism, or by any other cause of extraordinary character beyond its reasonable control. Teachiq shall immediately inform the Customer of such event and use reasonable commercial efforts to remove or overcome the hindrance for performance. Should hindrance due to a force majeure event continue for more than three (3) months, either Party shall have the right to terminate this Agreement with immediate effect.

10. Limitation of Liability

CUSTOMER SHALL BE LIABLE FOR ALL LOSS AND DAMAGE CAUSED BY CUSTOMER'S BREACH OF THE AGREEMENT, INCLUDING BUT NOT LIMITED TO ALL CLAIMS, DEMANDS, COSTS (INCLUSIVE OF REASONABLE LEGAL COSTS), DAMAGE, EXPENSES OR LOSS. CUSTOMER AGREES TO INDEMNIFY AND HOLD HARMLESS TEACHIQ AND ITS AFFILIATES, AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND SUBCONTRACTORS AGAINST ANY AND ALL CLAIMS, ACTION, DEMANDS, LIABILITIES, LOSSES, EXPENSES, DAMAGES AND COSTS, INCLUDING BUT NOT LIMITED TO LEGAL FEES, THAT MAY BE INCURRED BY OR ASSERTED AGAINST TEACHIQ AS A RESULT OF CUSTOMER'S USE OF THE SERVICE OR BREACH OF THESE USER TERMS.

EXCEPT FOR ANY LIABILITY WHICH CANNOT BE WAIVED UNDER MANDATORY LAW, TEACHIQ IS NOT LIABLE TO CUSTOMER, OR TO ANY THIRD PARTY, UNDER ANY THEORY OF LIABILITY, FOR ANY DAMAGE OR LOSS OF ANY KIND, NEITHER DIRECT NOR INDIRECT, CONSEQUENTIAL, PUNITIVE OR OTHERWISE, INCLUSIVE OF BUT NOT LIMITED TO, LOSS OF INCOME, SAVINGS, PROFIT OR REVENUE, DISRUPTED ACTIVITY OR LOSS OF GOODWILL STEMMING FROM OR CONNECTED TO THESE USER TERMS OR THE USE OF, OR THE INABILITY TO USE, THE SERVICE OR THE WEBSITE. WE ARE NOT LIABLE FOR ANY THIRD PARTY CLAIMS TOWARDS CUSTOMER.

TEACHIQ'S AGGREGATE AND TOTAL LIABILITY UNDER THESE USER TERMS OR OTHERWISE RELATED TO THE SERVICE, IN RESPECT TO ONE OR MORE EVENTS OR SERIES OF EVENTS (WHETHER RELATED OR UNRELATED) UNDER NO CIRCUMSTANCES EXCEED AN AMOUNT OF FIFTY (50) PER CENT OF THE YEARLY FEES FOR THE SERVICE.

NOTWITHSTANDING ANY OTHER CLAUSE IN THESE TERMS, NEITHER PARTY EXCLUDES ITS LIABILITY FOR (I) DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE, (II) DAMAGES CAUSED BY ITS GROSS NEGLIGENCE OR WILFUL MISCONDUCT, OR (III) FRAUD.

Customer must make any claims for damages no later than three (3) months after Customer discovered or should have discovered the basis for the claim, otherwise Customer's right to make such claim shall be forfeit.

11. Notices

Any notice given by one Party to the other shall be deemed properly given if specifically acknowledged by the receiving Party in writing (e-mail is sufficient) or when delivered to the receiving Party by hand, registered mail or courier during normal business hours.

12. Confidentiality

Each Party undertakes not to disclose to any third party any details of the Agreement or information regarding the other Party's activities which may be deemed as business or professional secrets, without the other Party's express written consent. Information which the Party states to be confidential will always be deemed to be business or professional secrets. The duty of confidentiality does not include such information which a Party can prove has come to its knowledge other than through the Service, or which is generally known, nor does the duty of confidentiality apply where a Party is obligated under law to supply the information.

Each Party undertakes to supervise that employees or other engaged persons do not convey confidential information to any third party.

The duty of confidentiality shall apply during the Term of this agreement and three (3) years thereafter.

13. Changes

Teachiq reserve the right to change these Terms. Teachiq will inform Customer of upcoming changes on the Webpage or via the email address provided by Customer.

Teachiq may, in our sole discretion and at any time, amend the Services provided that the functionality of the Service is not materially decreased. If Teachiq intend to change the Service by materially decreasing or removing functionality then Teachiq will inform Customer of upcoming changes on the Webpage or via the email address provided by Customer prior to such change becoming effective. Teachiq reserves the right to make changes to its prices, giving at least one (1) months' notice.

14. Governing Law and Dispute Resolution

The Agreement shall be subject to the exclusive jurisdiction of the Swedish courts and shall be governed and construed in accordance with substantive Swedish law, without application of its conflicts of laws rules.

Data Processing Agreement

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DATA PROCESSING AGREEMENT

Agreement in accordance with Article 28(3) of the General Data Protection Regulation (EU) 2016/679¹

1. PARTIES, POSITIONS OF THE PARTIES, CONTACT DETAILS AND CONTACT PERSONS

Controller	Processor
SapienzaUniversità di Roma	Teachiq AB
Corporate ID No.	Corporate ID No.
IT02133771002	556538-9409
Mailing address	Mailing address
Piazzale Aldo Moro, 5 00185 Rome Italy	Granparksstigen 5 182 73 Stocksund Sweden
Contact person for the administration of this Data Processing Agreement	Contact person for the administration of this Data Processing Agreement
Name: Laura Leone E-mail: l.leone@uniroma1.it Tel: +39 06 4991 0113	Name: Marie Cederholm E-mail: privacy@exam.net Tel: +46-10-330 50 60
Contact person for cooperation between the parties about data protection	Contact person for cooperation between the parties about data protection
Name: Laura Leone E-mail: l.leone@uniroma1.it Tel: +39 06 4991 0113	Name: Marie Cederholm E-mail: privacy@exam.net Tel: +46-10-330 50 60

2 DEFINITIONS

2.1 In addition to the concepts defined in the text for the Data Processing Agreement, these definitions shall, regardless of whether they are used in the plural or singular, in definite or indefinite form, have the following meaning when entered with capital letters as the initial letter.

¹The General Data Protection Regulation (EU) 2016/679 stipulates that there must be a written agreement on the processing of personal data by the Processor on behalf of the Controller.

Processing

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, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

Data protection legislation

Refers to all privacy and personal data legislation, along with any other legislation (including regulations and directives) applicable to the Processing carried out in accordance with this Agreement, including national legislation and EU legislation.

Controller

A 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.

Instruction

The written instructions that more specifically define the object, duration, type and purpose of Personal Data, as well as the categories of Data Subjects and special requirements that apply to the Processing.

Log

A Log is the result of Logging

Logging

Logging is a continuous collection of information about the Processing of Personal Data that is performed according to this Agreement and which can be associated with an individual natural person.

Processor

A natural or legal person, public authority, agency or other body which Processes Personal Data on behalf of the Controller.

Personal Data

Any information relating to an identified or identifiable natural person, where an identifiable natural person is a person who directly or indirectly can be identified in particular by reference to an identifier such as name, social security number, location data or online identifiers or one or more factors which are specific to the natural person's physical, physiological, genetic, psychological, economic, cultural or social identity.

Personal Data Breach

A breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise Processed.

Data Subject

Natural person whose Personal Data is Processed.

Third Country

A state that is not a member of the European Union (EU) or the European Economic Area (EEA).

Subprocessor

A natural or legal person, public authority, agency or other body which, in the capacity of subcontractor to the Processor, Processes Personal Data on behalf of the Controller.

3 BACKGROUND AND AIM

3.1 Through this Agreement, the Instructions and a list of possible Subprocessors (hereafter jointly referred to as "the Agreement"), the Controller regulates Processor's Processing of Personal Data on behalf of the Controller. The aim of the Agreement is to safeguard the freedoms and rights of the Data Subject during Processing, in accordance with what is stipulated in Article 28(3) of the General Data Protection Regulation (EU) 2016/679 ("GDPR").

3.2 When this Agreement forms one of several contractual documents within the framework of another agreement, the second agreement is referred to as the "Main Agreement" in this Agreement.

3.3 If anything stipulated in item 1, paragraph 3.2, item 165 or 16, paragraph 18.6, items 19–20 or 23 in this Agreement is otherwise regulated in the Main Agreement, the regulation of the Main Agreement shall have precedence.

3.4 References in this Agreement to national or EU legislation refer to applicable regulations at any given time.

4 PROCESSING OF PERSONAL DATA AND SPECIFICATION

4.1 The Controller hereby appoints the Processor to carry out the Processing on behalf of the Controller in accordance with this Agreement.

4.2 The Controller shall give written instructions to the Processor on how the Processing should be carried out.

4.3 The Processor may only carry out the Processing pertaining to this Agreement and the instructions in force at any given time.

5 OBLIGATIONS OF THE CONTROLLER

5.1 The Controller undertakes to ensure that there is a legal basis for the Processing at all times and for compiling correct Instructions with regard to the nature of the Processing so that the Processor and any Subprocessor can fulfil their tasks according to this Agreement and Main Agreement, where applicable.

5.2 The Controller shall, without unnecessary delay, inform the Processor of changes in the Processing which affect the Processor's obligations pursuant to Data Protection Legislation.

5.3 The Controller is responsible for informing Data Subjects about the Processing and protecting the rights of Data Subjects according to Data Protection Legislation as well as taking any other action incumbent on the Controller according to Data Protection Legislation.

6 OBLIGATIONS OF THE PROCESSOR

6.1 The Processor undertakes to only perform the Processing in accordance with this Agreement and for the specific purposes stipulated in the Instructions, as well as to comply with Data Protection Legislation. The Processor also undertakes to continuously remain informed about applicable law in this area.

6.2 The Processor shall take measures to protect the Personal Data against all types of Processing which are incompatible with this Agreement, Instructions and Data Protection Legislation.

6.3 The Processor undertakes to ensure that all natural persons working under its management follow this Agreement and Instructions and that such natural persons are informed of relevant legislation.

6.4 The Processor shall, at the request of the Controller, assist in ensuring that the obligations pertaining to Articles 32-36 in the GDPR are fulfilled and respond to requests for the exercise of a Data Subject's rights pertaining to the GDPR, Chapter III, taking into account the type of Processing and the information which the Processor has access to.

6.5 In the event that the Processor finds the Instructions to be unclear, in violation of the Data Protection Legislation or non-existent, and the Processor is of the opinion that new or supplementary Instructions are necessary in order to fulfil its undertakings, the Processor shall inform the Controller of this without delay, temporarily suspend the Processing and await new Instructions, if the Parties have not agreed otherwise.

6.6 If the Controller provides the Processor with new or revised Instructions, the Processor shall without unnecessary delay from receipt, communicate to the Controller

7 SECURITY MEASURES

7.1 The Processor shall take all appropriate technical and organisational security measures required pertaining to Data Protection Legislation to prevent Personal Data Breaches, by ensuring that the procedure of Processing meets the requirements of the GDPR and that the rights of the Data Subjects are protected.

7.2 The Processor shall continuously ensure that the technical and organisational security in connection with Processing is executed with an appropriate level of confidentiality, integrity, accessibility and resilience.

7.3 Any added or revised requirements for protective measures from the Data Controller, after the Parties have signed this Agreement, will be considered as new Instructions pertaining to this Agreement.

7.4 The Processor shall, through its control systems for authority, only grant access to the Personal Data for such natural persons working under the Processor's management and who need access to be able to perform their duties.

7.5 The Processor undertakes to continuously log access to the Personal Data in accordance with this Agreement to the extent required according to the Instructions. Logs may be erased only five (5) years after the logging event, unless otherwise stated in the Instructions. Logs will be subject to the required protection measures pertaining to Data Protection Legislation.

7.6 The Processor shall systematically test, investigate and evaluate the effectiveness of the technical and organisational measures which will ensure the security of the Processing.

8 SECRECY/DUTY OF CONFIDENTIALITY

8.1 The Processor and all natural persons working under its management shall observe both confidentiality and professional secrecy during the Processing. The Personal Data may not be used or disseminated for other purposes, either directly or indirectly, unless otherwise agreed.

8.2 The Processor shall ensure that all natural persons working under its management, participating in the Processing, are bound by a confidentiality agreement pertaining to the Processing. However, this is not a requirement if they are already covered by a legally sanctioned duty of confidentiality. The Processor also undertakes to ensure that there is a nondisclosure agreement with its Subprocessor and confidentiality agreement between the Subprocessor and all natural persons working under its management, participating in the Processing.

8.3 The Processor shall promptly inform the Controller of any contacts with supervisory authorities pertaining to the Processing. The Processor does not have the right to represent the Controller or act on behalf of the Controller towards supervisory authorities in matters relating to the Processing.

8.4 If the Data Subject, supervisory authority or third Party requests information from the Processor pertaining to the Processing, the Processor shall inform the Controller about the matter. Information about the Processing may not be submitted to the Data Subject, supervisory authority or third parties without written consent from the Controller, unless mandatory law so stipulates that such information must be provided. The Processor shall assist with the communication of the information covered by a consent or legal requirement.

9 INSPECTION, SUPERVISION AND AUDITING

9.1 The Processor shall, without unnecessary delay, as part of its guarantees, pursuant to Article 28.1 of the GDPR, be able to report, at the request of the Controller, which technical and organisational security measures are being used for the processing to meet the requirements according to the DPA and Article 28.3.h of the GDPR.

9.2 The Processor shall review the security of the Processing at least once a year by performing checks to ensure that the Processing complies with this Agreement. Upon request, the results of such checks shall be shared with the Controller.

9.3 The Controller or a third party it appoints (who cannot be a competitor of the Processor) is entitled to check that the Processor meets the requirements of this Agreement, Instructions and Data Protection Legislation. During such a check, the Controller shall assist the Controller, or the person carrying out the review on behalf of the Controller, with documentation, access to premises, IT systems and other assets needed to be able to check the compliance of the Controller with this Agreement, Instructions and Data Protection Legislation. The Controller shall ensure that staff who carry out the check are subject to confidentiality or non-disclosure obligations pertaining to law or agreement.

9.4 As an alternative to the stipulations of items 9.2–9.3, the Processor is entitled to offer other means of checking the Processing, such as checks carried out by independent third parties. In such a case, the Controller shall have the right, but not the obligation, to apply such alternative means. In the event of such a check, the Processor shall provide the Controller or third party with the assistance needed for performing the check.

9.5 The Processor shall provide the supervisory authority, or other authority which has the legal right to do so, the means to carry out supervision according to the authority's request pertaining to the legislation in force at any time, even if such supervision would otherwise be in conflict with the provisions of this Agreement.

9.6 The Processor shall assure the Controller rights towards any Subprocessor corresponding to all of the rights of the Controller towards the Processor according to section 9 of this Agreement.

10 HANDLING OF CORRECTIONS AND DELETIONS ETC

10.1 In the case of the Controller requesting correction or deletion due to incorrect processing by the Processor, the Controller shall take appropriate action without unnecessary delay, within thirty (30) days at the latest, from the time the Processor has received the required information from the Controller. When the Controller requests deletion, the Processor may only carry out Processing of the Personal Data in question as part of the process for correction or deletion.

10.2 If technical and organisational measures (e.g., upgrades or troubleshooting) are taken by the Processor in the Processing, which can have an effect on the Processing, the Processor shall inform the Controller in writing pursuant to what is stipulated about notifications in item 19 of this Agreement. The information shall be submitted in good time prior to the measures being taken.

11 PERSONAL DATA BREACHES

11.1 The Processor shall have the capability to restore accessibility and access to Personal Data within a reasonable time in the event of a physical or technical incident pertaining to Article 32.1.c of the GDPR.

11.2 If technical and organisational measures (e.g. upgrades or troubleshooting) are taken by the Processor with regard to the Processing, and these can be expected to affect the Processing, the Processor shall inform the Controller in writing in accordance with the provisions on notifications set out in Section 18 of the Agreement. This information shall be communicated well in advance of the measures being taken.

11.3 In the event of a Personal Data Breach, which the Processor has been made aware of, the Processor shall notify the Controller of the Breach in writing without unnecessary delay. The Processor shall, taking into account the type of Processing and the information available to the Processor, provide the Controller with a written description of the Personal Data Breach.

11.4 The description shall give an account of:

- a. The nature of the Personal Data Breach and, if possible, the categories and number of Data Subjects affected and the categories and number of Personal Data records affected,
- b. the likely impact of the Personal Data Breach, and
- c. measures taken or proposed and measures to mitigate the potential negative effects of the Personal Data Breach.

11.5 If it is not possible for the Processor to provide the full description at the same time, according to item 11.3 of this Agreement, the description may be provided in instalments without unnecessary further delay.

12 SUBPROCESSOR

12.1 The Processor is entitled to hire the Subprocessor(s) listed in the Subprocessor appendix. 2.

12.2 The Processor undertakes to enter a written agreement with the Subprocessor to regulate the Processing that the Subprocessor carries out on behalf of the Controller and to only hire Subprocessors who provide adequate guarantees. The Subprocessor shall carry out appropriate technical and organisational measures to ensure that the Processing fulfils the requirements of GDPR.

When it comes to data protection, such an agreement shall entail the same obligations for the Subprocessor as are set out for the Processor in this Agreement.

12.3 The Processor shall ensure in its agreement with the Subprocessor that the Controller is entitled to terminate the Subprocessor and instruct the Subprocessor to, for instance, erase or return the Personal Data if the Processor has ceased to exist in the actual or legal sense, or has entered into insolvency.

12.4 The Processor shall be fully responsible for the Subprocessor's Processing on behalf of the Controller. The Processor shall promptly inform the Controller if the Subprocessor fails to fulfil its undertakings under the Agreement.

12.5 The Processor is entitled to hire new subprocessors and to replace existing subprocessors unless otherwise stated in the Instructions.

12.6 When the Processor intends to hire a new subprocessor or replace an existing one, the Processor shall verify the Subprocessor's capacity and ability to meet their obligations in accordance with the Data Protection Legislation. The Processor shall notify the Controller in writing of

- a. the Subprocessor's name, corporate identity number and head office (address and country),
- b. which type of data and categories of Data Subjects are being processed, and
- c. where the Personal Data will be processed.

12.7 The Controller is entitled within thirty (30) days of the notice pursuant to item 12.6 to object to the Processor's hiring of a new subprocessor and, due to such an objection, to cancel this Agreement to be terminated in accordance with the provisions of item 164 of this Agreement.

12.8 The data processor shall at all times keep a correct and updated list of the Subprocessors hired for the Processing of Personal Data on behalf of the Controller and make the list accessible to the Controller. The list shall specifically state in which country the Subprocessor Processes Personal Data and types of Processing the Subprocessor carries out.

12.9 When the Processor ends its collaboration with a Subprocessor, the Processor shall notify the Controller in writing. When an agreement terminates, the Processor shall ensure that the Subprocessor erases or returns the Personal Data.

12.10 At the Controller's request, the Processor shall send a copy of the agreement regulating the Subprocessor's Processing of Personal Data in accordance with item 12.1.

13 LOCALISATION AND TRANSFER OF PERSONAL DATA TO A THIRD COUNTRY

13.1 The Processor shall ensure that the Personal Data shall be handled and stored within the EU/EEA by a natural or legal person who is established in the EU/EEA, unless the parties to this Agreement agree otherwise.

13.2 The Processor is only entitled to transfer Personal Data to a Third Country for Processing (e.g. for service, support, maintenance, development, operations or other similar handling) if the Controller has given advance written approval of such transfer and has issued Instructions to this end.

13.3 Transfer to a Third Country for Processing in accordance with item 13.2 of the Agreement may be carried out only if it complies with the Data Protection Legislation and fulfils the requirements for the Processing set out in this Agreement and the Instructions

14 LIABILITY FOR DAMAGE IN CONNECTION WITH THE PROCESSING

14.1 In the event of a compensation for damage in connection with Processing, through a judgment given or settlement, to be paid to a Data Subject due to an infringement of a provision in the Agreement, Instructions and/or applicable provision in Data Protection Legislation, Article 82 of the GDPR shall apply.

14.2 Fines pursuant to Article 83 of the GDPR, or Chapter 6, Section 2 of the Data Protection Act (2018:218) with supplementary provisions to the EU's data protection regulation shall be borne by the Party to the Agreement named as recipient of such sanctions.

14.3 If either party becomes aware of circumstances that could be detrimental to the other party, the first party shall immediately inform the other party of this and work actively with the other party to prevent and minimise the damage or loss.

14.4 Regardless of the content of the Main Agreement, items 15.1 and 15.2 of this Agreement take precedence to other rules on the distribution between the Parties of claims among themselves as far as the processing is concerned.

15 CONCLUSION, TERM AND TERMINATION OF THIS AGREEMENT

15.1 This Agreement shall enter into force from the time the Agreement is signed by both Parties and until further notice. Either party has the right to terminate the Agreement with thirty (30) days' notice.

16 AMENDMENTS AND TERMINATION WITH IMMEDIATE EFFECT, ETC.

16.1 Each party to the Agreement shall be entitled to invoke a renegotiation of the Agreement if there is a major change of the ownership of the other party or if applicable legislation or interpretation thereof changes in a way that significantly affects the Processing. The invoking of a renegotiation pursuant to the first sentence does not mean that any part of the Agreement will cease to be in effect, but only means that a renegotiation of the Agreement will commence.

16.2 Additions and amendments to the Agreement must be made in writing and signed by both parties.

16.3 If either party becomes aware that the other party is acting in violation of the Agreement and/or Instructions, the first party shall inform the other party without delay of the actions in question. The party is then entitled to suspend the performance of its obligations pursuant to the Agreement until such time as the other party has declared that the actions have ceased, and the explanation has been accepted by the party that made the complaint.

16.4 If the Controller objects to the Processor using a new Subprocessor, pursuant to item 12.6 of this Agreement, the Controller is entitled to terminate the Agreement with immediate effect.

17 MEASURES IN THE EVENT OF TERMINATION OF THE AGREEMENT

17.1 Upon termination of the Agreement, the Processor shall, without unnecessary delay, depending on what the Controller chooses, either delete and certify to the Controller that it has been carried out, or return

a. all Personal Data Processed on behalf of the Controller and

b. all associated information such as Logs, Instructions, system solutions, descriptions and other documents which the Processor has obtained through information exchange in pursuance of the Agreement.

17.2 In connection with the return of data, the Processor shall also delete existing copies of Personal Data and associated information.

17.3 The obligation to delete or return Personal Data or/and associated information does not apply if storage of the Personal Data or information is required under EU law or relevant national law where Processing may be carried out pursuant to the Agreement.

17.4 If Personal Data or associated information is returned, it must be in a commonly used and standardised format, unless the Parties have agreed to another format.

17.5 Until the data is deleted or returned, the Processor shall ensure compliance with the Agreement.

17.6 Return or deletion pertaining to the Agreement shall be carried out no later than thirty (30) calendar days counting from the time of termination of the Agreement, unless otherwise stated in the Instructions. Processing of Personal Data which the Processor subsequently carried out shall be regarded as unauthorised Processing.

17.7 Confidentiality/professional secrecy in item 8 shall continue to apply even if the Agreement otherwise ceases to apply.

18 NOTIFICATIONS WITHIN THE PURVIEW OF THIS AGREEMENT AND THE INSTRUCTIONS

18.1 Notifications about the Agreement and its administration, including termination, shall be submitted via email or in any other manner agreed by the Parties to each Party's contact person for the Agreement.

18.2 Notifications about the collaboration of the Parties regarding the data protection shall be submitted via email or in any other manner agreed by the Parties to each Party's contact for the Parties' cooperation on data protection.

18.3 A notification shall be deemed to have reached the recipient no later than one (1) business day after the notification has been sent.

19 CONTACT PERSONS

19.1 Each Party shall appoint their contact person for the Agreement.

19.2 Each Party shall appoint their contact person for the Parties' cooperation on data protection.

20 RESPONSIBILITY FOR INFORMATION REGARDING PARTIES, CONTACT PERSONS AND CONTACT INFORMATION

20.1 Each Party is responsible for the information entered in item 1 of the Agreement always being current and correct.

20.2 Change of information in item 1 shall be communicated to the other Party pursuant to item 19.1 of the Agreement.

21 CHOICE OF LAW AND DISPUTES

21.1 When interpreting and applying the Agreement, Swedish law shall apply with the exception of the choice of law rules. Disputes regarding the Agreement shall be settled by a competent Swedish court.

22 THE PARTIES' SIGNATURES ON THE AGREEMENT

22.1 The Agreement can be produced either in digital format for electronic signature or in paper format for manual signature. In the latter case, the Agreement is drawn up in two identical copies, whereof each Party receives one.

22.2 If the Agreement is signed electronically, the page with signature shall be ignored.

[Rest of the page has intentionally been left blank. Signature page follows.]

Signature of the Controller

Place Rome

Date 2024-10-11

.....
Signature

Laura Leone

.....
Name in block letters

Signature of the Processor

Place Danderyd, Sweden

Date 2024-10-11

.....


.....
Signature

Anders Torkelsson

.....
Name in block letters

Annex 1 - The Personal Data Controller's Instruction for the Processing of Personal Data

In addition to what is already stipulated in the PDP Agreement, the Personal Data Processor shall also follow the instructions set out below:

1. Purposes, object and type

The purpose of the Processing of the Personal Data is to fulfill the contractual obligations when the Personal Data Processor provides the digital service Exam.net. To provide the service, the Personal Data Processor collects and processes Personal Data for teaching personnel, administrative personnel and students at schools using the service.

2. The processing involves the following types of Personal Data

The following types of Personal Data will be or might be collected and Processed by the Personal Data Processor on behalf of the Personal Data Controller according to this PDP Agreement:

- (a) Name
- (b) Email address
- (c) Group (school, class, group)
- (d) Student ID
- (e) Subject
- (f) IP address
- (g) Telephone number
- (h) Anonymization code
- (i) Answers/texts in exams
- (j) Exam results
- (k) Free text comments
- (l) Log data

3. The Processing shall include the following categories of Registered Persons:

The categories of Registered Persons whose Personal Data the Personal Data Processor have access to or will be Processed are:

- Students
- Teachers and other teaching personnel
- Administrative personnel

4. Specify special security processing requirements that will apply to the Processing of Personal Data that is carried out by the Personal Data Processor(s)

The Personal Data Processor erases Personal Data upon a written request from the Personal Data Controller. If no such written request is made, the Personal Data Processor erases/deletes Personal Data as follows:

Exam.net Student: Students' Personal Data is archived 1 year (365 days) after the exam has been created/uploaded. The data is then stored in the temporary archive for 2,5 years (910 days). After the 2,5 archive years, the data will automatically be deleted.

Exam.net Teacher: The Personal Data Controller may at any time inform the Personal Data Processor of teachers that are no longer working at the school. Those accounts will then be disconnected from the school's license (but not deleted). Disconnected accounts are stored with Exam.net and can be revived under certain circumstances within 3,5 years (1275 days) of the date for the latest sign-in. When 3,5 years has passed from the date of the latest sign-in, regardless of whether the teacher's account is connected to a school license or not, the teacher's account will automatically be deleted.

Data Logs: 5 years after the time of the Logging.

After deletion: Personal Data may still be available after deletion, through back-up files. Back-up files are stored for 30 days after the time of data deletion. Thereafter, data is permanently deleted and may not be restored.

5. Specify technical and organizational security measures that apply to the Processing of Personal Data by Personal Data Processor(s)

The Personal Data Processor and its' Processor Subcontractors shall take appropriate technical, administrative, and organizational measures to ensure a level of security appropriate to the risks that are presented by such Processing, including:

- the pseudonymisation and encryption of Personal Data,
- the ability to ensure the ongoing confidentiality, integrity, availability and resilience of Processing systems and services,
- the ability to restore the availability and access to the Personal Data in a timely manner in the event of a physical or technical incident, and
- a process for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures for ensuring the security of the Processing.

6. Specify special requirements relating to Logs that apply to the Processing of Personal Data

The Personal Data Processor and its' Processor Subcontractors are responsible for:

- (a) ensuring that access documentation (Logs) show what actions have been taken regarding the Personal Data of a Registered Person
- (b) ensuring that the Logs show what entity acted
- (c) ensuring that the Logs show at what time action was taken
- (d) ensuring that the Logs show the user identity as well as the Registered Person's identity

7. Localization and transferring Personal Data to a Third Country

Personal Data is stored and processed, encrypted, within the EU/EEA.

8. Other instructions regarding the Processing of Personal Data performed by Personal Data Processor(s)

Without prejudice to the fact that the responsibility for ascertaining and processing the requests of the interested parties lies with the Data Controller of personal data, the Data Processor undertakes to collaborate with the Data Controller and to provide the widest assistance, within the limits in which this is reasonable or possible, to allow data subjects to exercise their rights. The Data Processor undertakes to immediately communicate to the Data Controller any requests received from interested parties regarding the exercise of their rights.

Annex 2 – List of Subprocessors

Subprocessor: Microsoft Operations Ireland, Ltd.

Corporation registered in Ireland.

Personal Data stored in the Netherlands and processed within the EU/EEA, encrypted.

Service	Description
Microsoft Azure	Technical platform for the Exam.net platform.

Subprocessor: Google Cloud EMEA Ltd.

Corporation registered in Ireland.

Personal Data stored multi regionally within the EU and processed within the EU/EEA, encrypted.

Service	Description
Google Workspace	Email program for technical support and other questions for Teachiq AB and Exam.net, and documentation storage.
Google Cloud	Back-up of exam texts/input and storage of users' sound and picture files, scanned exam attachments as well as pictures from integrated tools or drawing areas. Temporary storage of text in case of interruption in service.

Subprocessor: Imbox AB

Corporation registered in Sweden.

Personal Data stored in Germany and processed within the EU/EEA, encrypted.

Service	Description
Imbox Customer Service Tool	Online form for support questions and ticketing system for emailed questions.

Subprocessor: SalesForce, SFDC Ireland Limited

Corporation registered in Ireland.

Personal Data stored and processed within the EU/EEA, encrypted.

Service	Description
Salesforce, SFDC Ireland Limited	CRM system handling customer subscriptions, customer interactions and communications, support questions and ticketing system for emailed questions

Subprocessor: Brevo, Sendinblue Inc.

Corporation registered in France.

Personal Data stored in Belgium and processed within the EU/EEA, encrypted.

Service	Description
Brevo, Sendinblue Inc.	CRM system handling customer subscriptions, customer interactions and communications, support questions and ticketing system for emailed questions