

## ANNEX 2 : DATA PROCESSING AGREEMENT

### 1. Purpose – Scope

The purpose of these data processing clauses (the “**Data Processing Agreement**” or “**DPA**”) is to define the conditions under which Learn&Go agrees, in accordance with the General Terms and Conditions to which this DPA is appended (the “**Agreement**”), to carry out the processing operations of Personal Data defined in Annex B (hereinafter “**Annex B – Purposes and Means of Processing**”), in its capacity as a processor (the “**Processor**”), on behalf of the Client (as defined in the Agreement), acting as the controller (the “**Controller**”).

### 2. Définitions - Interprétation

Where terms defined in Regulation (EU) 2016/679 (the “**GDPR**”) are used in this DPA, they shall have the same meaning as in that Regulation.

These clauses shall be read and interpreted in light of the provisions of the GDPR.

These clauses shall not be interpreted in a manner that is contrary to the rights and obligations set out in the GDPR or that would prejudice the fundamental rights and freedoms of data subjects.

### 3. Term of the DPA

This DPA shall enter into force on the effective date of the Agreement concluded between the Parties for the provision of the Services subscribed to with Learn&Go and shall remain in effect for the same duration as the Agreement.

### 4. Description of the processing and Personal Data

For the purpose of performing its contractual obligations, the Processor is authorized to collect and process, on behalf of the Controller and in accordance with its instructions, the Personal Data necessary to provide the service(s) covered by the Agreement.

The purposes and means of the processing are determined by the Client and described in Annex B. The Client acts as Controller and Learn&Go acts as Processor.

Where the Client uses Personal Data of users for purposes other than those agreed, it shall do so at its own risk. Learn&Go shall not be held liable for any damages or consequences of any kind resulting from the Client’s failure to comply with applicable regulations.

The purpose(s) of the processing, the Personal Data processed, as well as the categories of data subjects concerned within the framework of the services covered by the Agreement, are recorded in the records of processing activities maintained respectively by the Controller and the Processor, the latter having no control over the data collected and stored.

For the purposes of complying with these provisions, the Controller shall provide the Processor with the following necessary information set out in Annex A (hereinafter “**Annex A – Identification of the Parties**”):

- Name and contact details of the Controller
- Name and contact details of the Data Protection Officer (DPO)

### 5. Retention Period of Personal Data

The Client shall determine the retention period of Users’ Personal Data.

## 6. Obligations of Parties

### 6.1 Client Obligations

For the purposes of complying with these provisions, the Controller shall provide the Processor with the following necessary information set out in Annex A (hereinafter “**Annex A – Identification of the Parties**”):

Throughout the duration of the contractual relationship between the Parties, the Client shall :

- determine, in its capacity as Controller, the nature and categories of Personal Data subject to processing;
- ensure that all formalities or procedures required under applicable regulations have been completed prior to any transfer of Personal Data to Learn&Go;
- warrant to Learn&Go that Personal Data has been collected fairly and lawfully, and that data subjects have been duly informed and, where required, their consent has been obtained to enable Learn&Go to carry out the processing operations;
- declare that the Personal Data processed under the Agreement is processed on one of the legal bases set out in Article 6 of the GDPR;
- undertake to process Personal Data solely for the purposes described in Annex B;
- undertake to provide Learn&Go only with Personal Data that is lawful, complete, accurate and up to date;
- undertake, in its capacity as Controller, to document in writing any instructions relating to the processing carried out by Learn&Go;
- undertake to inform Learn&Go of any information it becomes aware of relating to compliance of the processing with Applicable Regulations and to the exercise of data subjects’ rights.

### 6.2 Learn&Go Obligations

Throughout the duration of the contractual relationship between the Parties, Learn&Go undertakes to:

- process Personal Data solely for the purposes determined by the Client and described in Annex B;
- process Personal Data in accordance with the Client’s instructions. If Learn&Go considers that an instruction from the Client constitutes a breach of Applicable Regulations, it shall immediately inform the Client;
- ensure that persons authorized to process Personal Data under the Agreement commit themselves to confidentiality or are subject to an appropriate statutory obligation of confidentiality;
- at the Client’s choice and upon request, delete or return the Personal Data at the end of the contractual relationship, unless otherwise required by Applicable Regulations regarding data retention.

## 7. Sécurité of Processing

Learn&Go undertakes to implement all appropriate technical and organizational measures to ensure the security of Users’ Personal Data.

The Client acknowledges that the measures described in Annex D (hereinafter “**Annex D – Technical and Organizational Security Measures**”) are satisfactory.

## 8. Use of Sub-Processors

Learn&Go has the Client’s general authorization, throughout the duration of the Agreement and at any time, to engage sub-processors to carry out specific processing activities. The list of sub-processors set out in Annex C (hereinafter “**Annex C – List of Sub-processors**”) is deemed accepted by the Client.

Where applicable, Learn&Go shall inform the Client in writing in advance of any intended changes concerning the addition or replacement of sub-processors, with reasonable prior notice. Learn&Go shall provide the Client with the information necessary to enable the Client to exercise its right to object. The Client shall have a maximum period of seven (7) business days from receipt of such information to submit its objections.

In the event of an objection by the Client, Learn&Go reserves the right to terminate the Agreement by simple written notice, without any indemnity or compensation being payable.

The sub-processor shall be bound to comply with the obligations set out herein on behalf of and in accordance with the instructions of the Controller. It is the responsibility of Learn&Go to ensure that the sub-processor provides sufficient guarantees regarding the implementation of appropriate technical and organizational measures such that the processing meets the requirements of the GDPR. Where the sub-processor fails to fulfill its data protection obligations, Learn&Go shall remain fully liable to the Client for the performance of the sub-processor's obligations.

## **9. Transfers of Personal Data to Third Countries**

As of the date hereof, the Processor does not carry out any transfers of Personal Data to a third country or an international organization within the meaning of Chapter V of Regulation (EU) 2016/679.

However, should such transfers become necessary for the provision of the Services under the Agreement, the Client hereby authorizes Learn&Go to carry them out, including through its sub-processors, in strict compliance with Chapter V of the said Regulation.

This authorization constitutes documented instructions within the meaning of Article 28(3) of Regulation (EU) 2016/679.

Learn&Go undertakes to carry out such transfers only where one of the mechanisms provided for under the GDPR applies, including in particular:

- to a country benefiting from an adequacy decision adopted by the European Commission;
- or pursuant to standard contractual clauses adopted by the European Commission in accordance with Article 46(2) of the GDPR;
- or under any other mechanism recognized as ensuring an adequate level of protection.

Where applicable, Learn&Go shall inform the Client in writing in advance of any intended transfer of Personal Data to a third country, whether directly or through one of its sub-processors, with reasonable prior notice. Learn&Go shall provide the Client with the information necessary to enable the Client to exercise its right to object. The Client shall have a maximum period of seven (7) business days from receipt of such information to submit its objections.

In the event of an objection by the Client, Learn&Go reserves the right to terminate the Agreement by simple written notice, without any indemnity or compensation being payable.

## **10. Assistance Provided by Learn&Go to the Client**

### ***10.1 Exercise of Data Subjects' Rights***

To the extent possible, Learn&Go undertakes to provide reasonable assistance to the Client to enable it to comply with its obligation to respond to requests from Data Subjects exercising their rights, including the right of access, rectification, erasure and objection, the right to restriction of processing, the right to data portability, and the right not to be subject to an automated individual decision (including profiling).

Where Data Subjects submit requests to exercise their rights directly to Learn&Go, Learn&Go undertakes to forward such requests to the Client no later than forty-eight (48) hours after receipt. Upon receipt, the Client undertakes to respond directly to such requests within the timeframes set out under Applicable Data Protection Law.

Learn&Go shall not respond to such requests itself unless expressly instructed in writing to do so by the Controller.

### ***10.2 Notification of Personal Data Breaches***

In the event of a Personal Data Breach, the Parties agree as follows:

Learn&Go shall notify the Client of the Personal Data Breach without undue delay after becoming aware of it. Such notification shall include, to the extent such information is available at the time of notification, the

Learn and Go - 43 Square de la Mettrie, 35700 Rennes

SIRET 824 814 982 00032

contact@learn-and-go.com

02.30.96.25.90

following:

- the nature of the Personal Data Breach;
- the categories and approximate number of Data Subjects concerned, as well as the categories and approximate number of data records concerned;
- the likely consequences of the Personal Data Breach;
- the measures taken or proposed to be taken to address the Personal Data Breach, including, where applicable, measures to mitigate its possible adverse effects.

Where certain information is not available at the time of the initial notification, it shall be provided as soon as it becomes available, without undue delay.

The Client undertakes to notify the Personal Data Breach to the Commission Nationale de l'Informatique et des Libertés (the "CNIL") or any other competent supervisory authority no later than seventy-two (72) hours after becoming aware of such breach.

Unless otherwise agreed between the Parties, the Client shall inform the Data Subjects directly, without undue delay, where the Personal Data Breach is likely to result in a high risk to their rights and freedoms. Such communication shall at a minimum clearly and precisely include the following: the nature of the Personal Data Breach, its likely consequences, the contact details of the relevant contact person (DPO or otherwise), and the measures taken or proposed to address and mitigate the breach.

### **10.3 Other Obligations:**

Outre l'obligation incombant à Learn&Go d'assister le responsable du traitement en vertu du paragraphe précédent, le sous-traitant aide en outre le Client à garantir le respect des obligations suivantes, compte tenu de la nature du Traitement et des informations dont dispose Learn&Go :

In addition to the Processor's obligation to assist the Controller as set out above, Learn&Go shall also assist the Client in ensuring compliance with the following obligations, taking into account the nature of the Processing and the information available to Learn&Go:

- the obligation to carry out a data protection impact assessment ("DPIA")
- where a type of processing is likely to result in a high risk to the rights and freedoms of natural persons;
- the obligation to ensure that Personal Data is accurate and up to date, including by informing the Client without undue delay where Learn&Go becomes aware that the Personal Data it processes is inaccurate or has become outdated;
- the obligations set out in Article 32 of Regulation (EU) 2016/679

## **11. Documentation and Compliance**

Learn&Go shall make available to the Client the information strictly necessary to demonstrate Learn&Go's compliance with its obligations under Article 28 of the GDPR.

An audit may be carried out by the Client or by an independent auditor who does not directly or indirectly compete with Learn&Go or any entity within its group, limited to one (1) audit per year. Such independent auditor shall be selected by the Client and approved by Learn&Go, shall have the required professional qualifications, and shall be subject to confidentiality obligations.

Learn&Go shall be notified at least fifteen (15) business days prior to the audit. The audit may only be conducted during Learn&Go's business hours and in a manner that does not disrupt its operations. The audit shall not include access to systems, information or data unrelated to the processing carried out under the Agreement, nor any physical access to the servers hosting and storing Learn&Go's software solutions.

The Client shall bear all costs associated with the audit, including, without limitation, the auditor's fees, and shall reimburse Learn&Go for any costs and expenses incurred in connection with such audit.

## **12. Return or Deletion of Personal Data**

Upon termination of the Agreement, for any reason whatsoever, Learn&Go undertakes to delete or return all Personal Data to the Client.

Where Personal Data is to be returned to the Client, it shall, to the extent possible, be provided in the same format as that used by the Client. Such operation may incur costs for Learn&Go, which may be re-invoiced to the Client. In such case, a quotation shall be provided by Learn&Go prior to any return of Personal Data.

### **13. Anonymized Data**

The Controller hereby authorizes, by default, the Processor to carry out irreversible anonymization operations on data processed under the Agreement, solely for the purpose of producing data that no longer allows the identification, directly or indirectly, of a data subject.

Such anonymized data shall no longer be considered Personal Data. The Processor may use such data for purposes including, without limitation, statistical analysis, performance measurement, security, and improvement of the Services (including research and development), excluding any attempt at re-identification.

This authorization does not apply to pseudonymized or “aggregated” data that would remain identifiable: only data that is effectively anonymized within the meaning of the GDPR may be reused under this clause.

The Controller may object to such reuse at any time for the future by written notice (email being sufficient). Such objection shall not affect any processing already carried out on anonymized data prior to receipt of the notification.

## **ANNEX A - List of Parties**

### **CONTROLLER:**

The Client

### **PROCESSOR**

LEARN & GO SAS

43 Square de la Mettrie – 35700 RENNES

RCS Rennes 824 814 982.

Represented by Monsieur Benoit Jeannin in his quality of President

### **Data Protection Officer:**

Ms. Marie Hombert

[legal@learn-and-go.com](mailto:legal@learn-and-go.com)

## ANNEX B- Description of Processing

### A. Kaligo School Solution

|                                       |   |
|---------------------------------------|---|
| Purpose of Processing                 | <p>The Processor processes Personal Data on behalf of the Controller solely for the purposes of:</p> <ol style="list-style-type: none"> <li>1. <b>Providing and operating the Kaligo software platform enabling:</b> <ol style="list-style-type: none"> <li>a. the assessment and monitoring of students' learning progress;</li> <li>b. the management of user profiles and access (teachers, students, administrators);</li> <li>c. the consultation and export of educational results.</li> </ol> </li> <li>2. <b>Providing user assistance and technical support for the platform</b> (chatbot, messaging, ticket tracking).</li> <li>3. <b>Ensuring traceability and security of usage</b>, in particular through logging of user actions for audit, security and compliance purposes</li> </ol>   |
| Legal Basis                           | Determined by the Controller  |
| Data Subject                          | End Users of the software solution  |
| Categories of Personal Data Processed | <p><b>GAR</b></p> <p>Teachers :</p> <ul style="list-style-type: none"> <li>- Identification data: first name and last name</li> <li>- Professional data: profile (teacher, healthcare professional, etc.)</li> <li>- Support request data</li> <li>- Connection and usage data: login credentials, activity logs, device settings</li> </ul> <p><b>NON GAR</b></p> <p>Administrators :</p> <ul style="list-style-type: none"> <li>- Identification data: first name and last name</li> <li>- Professional data: profile (teacher, healthcare professional, etc.)</li> <li>- Contact data: professional email address and telephone number (optional)</li> <li>- Support request data</li> <li>- Connection and usage data: login credentials, activity logs, device settings</li> </ul> <p>Students :</p> <ul style="list-style-type: none"> <li>- Identification data: first name, last name, date of birth</li> <li>- Education-related data: class and group</li> <li>- Learning/progress data: outputs, results, progression</li> <li>- Connection and usage data: login credentials, activity logs, device settings</li> </ul> |

|                                     |  |
|-------------------------------------|--|
|                                     | <p>Teachers :</p> <ul style="list-style-type: none"> <li>- Identification data: first name and last name</li> <li>- Professional data: profile (teacher, healthcare professional, etc.)</li> <li>- Contact data: professional email address and telephone number (optional)</li> <li>- Support request data</li> <li>- Connection and usage data: login credentials, activity logs, device settings</li> </ul>   |
| Retention Period                    | <p>Determined by the Controller (manual deletion directly within the application or by Learn&amp;Go upon the Controller's request).</p> <p>Deletion of an account results in deletion of the associated data within 24 hours (this action is deemed to constitute an instruction from the Controller).</p> <p>Associated technical backups are deleted no later than <b>six (6) months</b> after deletion of the active data.</p> <p>In the absence of a deletion request, including in the event of subscription expiration, data may be retained for a maximum period of <b>two (2) years</b>. The Controller may nevertheless request deletion at any time.</p> |
| Nature of Processing                | <ul style="list-style-type: none"> <li>- Collection</li> <li>- Recording</li> <li>- Storage</li> <li>- Consultation</li> <li>- Modification</li> <li>- Deletion</li> </ul>   |
| Recipient of the Processed Data     | <p>The Processor's teams acting upon the Controller's written instructions, as well as the sub-processors listed in Annex C within the defined scope.</p>  |
| Management of Data Subjects' Rights | <p>The Controller (with assistance from the Processor upon written instructions).</p>  |

## B. Kidoo Solution

|                                       |  |
|---------------------------------------|--|
| Purpose of Processing                 | <p>The Processor processes Personal Data on behalf of the Controller solely for the purposes of:</p> <ol style="list-style-type: none"> <li>1. <b>Providing and operating the Kidoo software solution</b>, including in particular: <ol style="list-style-type: none"> <li>a. the creation and management of profiles and access (teachers, administrators, students, parents);</li> <li>b. the recording and monitoring of student profiles and observations in order to build digital learning record;</li> <li>c. the consultation and sharing of information with parents/legal guardians of students;</li> <li>d. the archiving and transfer of data between school years.</li> </ol> </li> <li>2. <b>Providing user assistance and technical support for the platform</b> (chatbot, messaging, ticket tracking).</li> <li>3. <b>Ensuring traceability and security of usage</b>, in particular through logging of user actions for audit, security and compliance purposes.</li> </ol>   |
| Legal Basis                           | Determined by the Controller.  |
| Data Subject                          | End users of the software solution (children; legal guardians).  |
| Categories of Personal Data Processed | <p>Administrators :</p> <ul style="list-style-type: none"> <li>- Identification data: first name and last name</li> <li>- Professional data</li> <li>- Contact data: professional email address and telephone number</li> <li>- Support request data</li> <li>- Connection and usage data: login credentials, activity logs, device settings</li> </ul> <p>Teachers:</p> <ul style="list-style-type: none"> <li>- Identification data: first name and last name</li> <li>- Professional data</li> <li>- Contact data: professional email address</li> <li>- Support request data</li> <li>- Connection and usage data: login credentials, activity logs, device settings</li> </ul> <p>Children:</p> <ul style="list-style-type: none"> <li>- Identification data: first name, last name, date of birth</li> <li>- Education-related data: class, level</li> <li>- Learning/progress data: outputs, results</li> <li>- Connection and usage data: login credentials, activity logs, device settings</li> </ul> <p>Parents/ Legal Guardians:</p> <ul style="list-style-type: none"> <li>- Contact data: email address</li> <li>- Identification data (where included in the email address)</li> </ul> |

|                                     |  |
|-------------------------------------|--|
| Retention Period                    | <p>Determined by the Controller (manual deletion directly within the application or by Learn&amp;Go upon the Controller's request).</p> <p>Deletion of an account results in deletion of the associated data within 24 hours (this action is deemed to constitute an instruction from the Controller).</p> <p>The latest associated technical backups are automatically deleted no later than <b>six (6) months</b> after deletion of the active data.</p> <p>In the absence of a deletion request, including in the event of subscription expiration, data may be retained for a maximum period of <b>two (2) years</b>. The Controller may nevertheless request deletion at any time, as may the user via their account.</p> |
| Nature of Processing                | <ul style="list-style-type: none"> <li>- Collection</li> <li>- Recording</li> <li>- Storage</li> <li>- Consultation</li> <li>- Modification</li> <li>- Deletion</li> </ul>   |
| Recipient of the Processed Data     | The Processor's teams acting upon the Controller's written instructions, as well as the sub-processors listed in Annex C within the defined scope  |
| Management of Data Subjects' Rights | The Controller (with assistance from the Processor upon written instructions).   |

### ANNEX C - List of Learn&Go Sub-processors

| Name of Sub-processor | Registration Number (SIRET) | Outsourced Activity                  | Personal Data Transfer | Contractual Relationship |
|-----------------------|-----------------------------|--------------------------------------|------------------------|--------------------------|
| OVH                   | 42476141900045              | Hosting                              | NO                     | DPA                      |
| Crisp                 | 83308580600028              | Customer support (GAR excluded only) | NO                     | DPA                      |
| Sendinblue (Brevo)    | 49801929800112              | Technical emailing                   | NO                     | DPA                      |

## **ANNEX D - Technical and Organizational Security Measures**

Learn&Go implements the following organizational, technical and physical measures to ensure the security of the Client's Users' Personal Data.

### **GENERAL SECURITY MEASURES OF OUR COMPANY**

#### **PHYSICAL MEASURES:**

- active alarm system to prevent unauthorized access;
- premises secured by keys and access codes;
- servers hosted in data centers protected by physical access controls and continuous monitoring.

#### **ORGANIZATIONAL MEASURES**

- IT and AI usage policies governing the use of digital tools;
- confidentiality clauses included in employment contracts;
- security policies and data breach management procedures in place;
- mandatory training for all employees on data protection and cybersecurity.

#### **TECHNICAL MEASURES**

- sessions and tools secured by strong passwords;
- automatic locking in case of inactivity;
- secure remote access via VPN;
- administrator accounts granted only when necessary, with SSH access restricted through personal keys and authorized IP addresses.

### **SPECIFIC TECHNICAL MEASURES FOR OUR APPLICATIONS**

More specifically, we implement dedicated technical security measures within our applications to ensure optimal protection of your information.

#### **Data Hosting**

Data imported into our applications is hosted by the French hosting provider OVH, across two separate sites: Gravelines and Roubaix.

OVH

SAS with a share capital of € 10 069 020

RCS Lille Métropole 424 761 419 00045

APE Code 2620Z

VAT No : FR 22 424 761 419

Registered office: 2 rue Kellermann – 59100 Roubaix – France <https://www.ovh.com/fr/>

#### **Backups**

Data imported into our applications is subject to daily backups. Differential backups are performed daily and a full backup is carried out monthly.

Retention is organized as follows:

- Daily: 7 days
- Weekly: 4 weeks
- Monthly: 6 months

## **Portability**

All data can be exported, except for data strictly necessary for the operation of the applications. Exports are available in PDF format via the application or as ZIP archives per project, upon the Client's request.

## **Availability**

Learn&Go undertakes to ensure optimal availability of its applications, subject to a best-efforts obligation. Measures are implemented to minimize interruptions, and any major maintenance operations are communicated to Clients in advance.

## **Authentification et accès**

We implement several key measures to ensure secure access to our applications:

- secure authentication through strong passwords compliant with ANSSI recommendations;
- configurable role and access rights management by Clients;
- regular access reviews to ensure appropriateness of granted permissions.

Access to Client accounts and data is strictly limited to authorized Learn&Go personnel, solely for maintenance or support purposes, and is performed from the internal network. This approach minimizes the risk of unauthorized access to sensitive information.

## **Traceability**

We have implemented the following measures to ensure traceability and security:

- comprehensive logging of actions (creation, modification, deletion), as well as logins and access attempts;
- retention of logs for 6 months, followed by secure archiving for 1 year.

These measures enable accurate monitoring of activities and facilitate incident detection and analysis.

## **Operational Security – Data Confidentiality**

Learn&Go implements the following organizational, technical and physical measures to ensure the security of the Client's Users' Personal Data.

We have implemented the following measures to ensure the security of our infrastructure and the confidentiality of your data:

- customer passwords encrypted and compliant with strong security requirements;
- secure communications via HTTPS and SSH protocols;
- server protection through reverse proxy, firewalls, antivirus solutions, and anti-DDoS mechanisms;
- monitoring of legitimate traffic through a control matrix;
- automatic patching in the event of critical vulnerabilities;
- continuous security monitoring to detect emerging threats.

