DESMOS - SCHOOL
DATA PROCESSING ADDENDUM

THIS DESMOS - SCHOOL DATA PROCESSING ADDENDUM ("**DPA**") IS AN ADDENDUM TO THE DESMOS, INC. ("**DESMOS**") TERMS OF SERVICE AVAILABLE AT https://www.desmos.com/ terms ("**TERMS OF SERVICE**").

THIS ADDENDUM APPLIES TO THE EXTENT DESMOS ("**PROCESSOR**" HEREUNDER) PROCESSES PERSONAL DATA (DEFINED BELOW) ON BEHALF OF A SCHOOL ("**CONTROLLER**") THAT IS SUBJECT TO CERTAIN DATA PROTECTION LAWS (DEFINED BELOW).

Any terms not defined in this Addendum shall have the meaning set forth in the Terms of Service. In the event of a conflict between the terms of this Addendum and the Terms of Service, the terms of this Addendum shall supersede and control.

In the course of providing the Services to School pursuant to the Terms of Service, Desmos may Process Personal Data on behalf of School. The Parties agree to comply with the following provisions with respect to any Personal Data, each acting reasonably and in good faith.

1. **Definitions**.
   1.1. "**Anonymous Data**" means Personal Data that has been processed in such a manner that it can no longer be attributed to an identified or identifiable natural person.
   1.2. "**Authorized Employee**" means an employee of Processor who has a need to know or otherwise access Personal Data to enable Processor to perform their obligations under this Addendum or the Terms of Service.
   1.3. "**Authorized Individual**" means an Authorized Employee or Authorized Subcontractor.
   1.4. "**Authorized Subcontractor**" means a third-party subcontractor, agent, reseller, or auditor who has a need to know or otherwise access Personal Data to enable Processor to perform its obligations under this Addendum or the Terms of Service, and who is on Processor's Subprocessor Website as may be updated in Section 4.2 of this Addendum.
   1.5. "**Data Subject**" means an identified or identifiable person to whom Personal Data relates, including without limitation, Students and Teachers.
   1.6. "**Instruction**" means a direction, either in writing, in textual form (e.g. by e-mail) or by using a software or online tool, issued by Controller to Processor and directing Processor to Process Personal Data.
   1.7. "**Personal Data**" means any information relating to Data Subject which Processor Processes on behalf of Controller other than Anonymous Data and which is subject to Data Protection Laws. Personal Data includes Sensitive Personal Information.
   1.8. "**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.

1.9. "**Process**" or "**Processing**" means any operation or set of operations which is performed upon the Personal Data, whether or not by automatic means, such as collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure, or destruction.

1.10. "**Services**" shall have the meaning set forth in the Terms of Service.

1.11. "**Sensitive Personal Information**" means a Data Subject's (i) government-issued identification number (including social security number, driver's license number or state-issued identification number); (ii) financial account number, credit card number, debit card number, credit report information, with or without any required security code, access code, personal identification number or password, that would permit access to an individual's financial account; (iii) genetic and biometric data or data concerning health; or (iv) Personal Data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, sexual orientation or sexual activity, criminal convictions and offenses (including commission of or proceedings for any offense committed or alleged to have been committed), or trade union membership.

1.12. "**Standard Contractual Clauses**" means the agreement deemed to be executed by and between Controller and Processor, incorporated herein, and attached hereto as Exhibit B pursuant to the European Commission's decision (C(2010)593) of February 5, 2010 on standard contractual clauses for the transfer of personal data to processors established in third countries which do not ensure an adequate level of protection. The Standard Contractual Clauses are the hereby completed as follows: the "data exporter" is the School; the "data importer" is Desmos; the governing law in Clause 9 and Clause 11.3 of the Standard Contractual Clauses is the law of the country in which School is established.

1.13. "**Subprocessor Website**" means Processor's website listing Authorized Subcontractors available at: https://github.com/desmosinc/policies/blob/master/third-party-services.md.

1.14. "**Supervisory Authority**" means an independent public authority which is established by the United Kingdom, Iceland, Liechtenstein, or Norway, or a member state of the European Union as of the date of this Addendum, (individually and collectively "**European State(s)**").

2. Processing of Data.

2.1. The rights and obligations of the Controller with respect to this Processing are described herein. Controller shall, in its use of the Services, at all times Process Personal Data, and provide instructions for the Processing of Personal Data, in compliance with EU Directive 95/46/EC (the "**Directive**"), and, when effective, the General Data Protection Regulation (Regulation (EU) 2016/679) (the "**GDPR**" and together, "**Data Protection Laws**")). Controller shall ensure that its instructions comply with all laws, rules and regulations applicable in relation to the Personal Data, and that the Processing of Personal Data in accordance with Controller's instructions will not cause Processor to be in breach of the Data Protection Laws. Controller is solely responsible for the accuracy, quality, and legality of (i) the Personal Data provided to Processor by or on behalf of Controller, (ii) the

means by which Controller acquired any such Personal Data, and (iii) the instructions it provides to Processor regarding the Processing of such Personal Data. Controller shall not provide or make available to Processor any Personal Data in violation of the Agreement or otherwise inappropriate for the nature of the Services, and shall indemnify Processor from all claims and losses in connection therewith. This Addendum does not apply to Personal Data for which Processor is a controller.

2.2. Processor shall Process Personal Data only (i) for the purposes set forth in the Terms of Service, (ii) in accordance with the terms and conditions set forth in this Addendum and any other documented instructions provided by Controller, including with regard to transfers of personal data to a third country or an international organization, unless required to do so by Supervisory Authority to which the Processor is subject; in such a case, the Processor shall inform the Controller of that legal requirement before Processing, unless that law prohibits such information on important grounds of public interest and (iii) in compliance with the Directive, and, when effective, the GDPR. Controller hereby instructs Processor to Process Personal Data in accordance with foregoing and as part of any Processing initiated by Controller in its use of the Services.

2.3. The subject matter, nature, purpose, and duration of this Processing, as well as the types of Personal Data collected and categories of Data Subjects, are described in Exhibit A to this Addendum.

2.4. Controller and Processor agree that, upon completion or termination of the Services by or to Controller, Processor shall (a) delete the Personal Data, except as required to be retained by the laws of the European Union or of a European State, and (b) provide the certification of deletion of Personal Data that is described in Clause 12(1) of the Standard Contractual Clauses only upon Controller's express request for such certification made within twenty-four (24) hours of such completion or termination.

3. **Authorized Employees**

3.1. Processor shall take commercially reasonable steps to ensure the reliability and appropriate training of any Authorized Employee.

3.2. Processor shall ensure that all Authorized Employees are made aware of the confidential nature of Personal Data and have executed confidentiality agreements that prevent them from disclosing or otherwise Processing, both during and after their engagement with Processor, any Personal Data except in accordance with their obligations in connection with the Services.

3.3. Processor shall take commercially reasonable steps to limit access to Personal Data to only Authorized Individuals.

4. **Authorized Subcontractors**.

4.1. Controller acknowledges and agrees that Processor may engage its Authorized Subcontractors listed on the Subprocessor Website to access and Process Personal Data in connection with the Services. The Subprocessor Websit may be updated by Processor from time to time. The Subprocessor Website will provide a mechanism for Controller to subscribe to notifications of new Authorized Subcontractors. At least ten (10) days before enabling any third party other than Authorized Subcontractors to access or participate in

the Processing of Personal Data, Processor will add such third party to the Subprocessor Website. Controller may object to such an engagement in writing within ten (10) days of receipt of the aforementioned notice by Controller. If Controller does not object to the engagement of a third party in accordance with Section 4.2 within ten (10) days of notice by Processor, such third party will be deemed an Authorized Subcontractor for the purposes of this Addendum. If Controller objects to a new Authorized Subcontractor, Processor may terminate this Addendum and the Terms of Service. Termination shall not relieve Controller of any obligations under the Terms of Service.

4.2. Processor shall ensure that all Authorized Subcontractors have executed confidentiality agreements that prevent them from disclosing or otherwise Processing, both during and after their engagement by Processor, any Personal Data both during and after their engagement with Processor, any Personal Data except in accordance with their obligations in connection with the Services.

4.3. Processor shall, by way of contract or other legal act under European Union or European State law (including without limitation approved codes of conduct and standard contractual clauses), ensure that every Authorized Subcontractor is subject to obligations regarding the Processing of Personal Data that are no less protective than those to which the Processor is subject under this Addendum.

4.4. Processor shall be liable to Controller for the acts and omissions of Authorized Subcontractors to the same extent that Processor would itself be liable under this Addendum had it conducted such acts or omissions.

4.5. The above authorizations will constitute Controller's prior written consent to the subcontracting by Processor of the processing of Personal Data if such consent is required under the Standard Contractual Clauses, and (ii) the parties agree that the copies of the agreements with Authorized Subcontractors that must be provided by Processor to Controller pursuant to Clause 5(j) of the Standard Contractual Clauses may have commercial information, or information unrelated to the Standard Contractual Clauses or their equivalent, removed by the Processor beforehand, and that such copies will be provided by the Processor only upon request by Controller.

5. **Security of Personal Data**

5.1. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Processor shall maintain appropriate technical and organizational measures to protect the security, confidentiality, and integrity of Personal Data.

6. **Transfers of Personal Data**

6.1. Any transfer of Personal Data made subject to this Addendum from any European State, to any countries which do not ensure an adequate level of data protection within the meaning of the laws and regulations of these countries shall, to the extent such transfer is subject to such laws and regulations, be undertaken by Processor in accordance with the Standard Contractual Clauses set forth in Exhibit B to this Addendum.

7. **Rights of Data Subjects**

7.1. Processor shall, to the extent permitted by law, promptly notify Controller upon Processor's receipt of a request by a Data Subject to exercise the Data Subject's right of: access, rectification, restriction of Processing, erasure, data portability, restriction or cessation of Processing, withdrawal of consent to Processing, and/or objection to being subject to Processing that constitutes automated decision-making (such requests individually and collectively "**Data Subject Request(s)**"). If Processor receives a Data Subject Request in relation to Controller's data, Processor will advise the Data Subject to submit their request to Controller and Controller will be responsible for responding to such request, including, where necessary, by using the functionality of the Services.

7.2. Processor shall, at the request of the Controller, and taking into account the nature of the Processing applicable to any Data Subject Request, apply appropriate technical and organizational measures to assist Controller in complying with Controller's obligation to respond to such Data Subject Request and/or in demonstrating such compliance, where possible, *provided that* (i) Controller is itself unable to respond without Processor's assistance and (ii) Processor is able to do so in accordance with all applicable laws, rules, and regulations. Controller shall be responsible to the extent legally permitted for any costs and expenses arising from any such assistance by Processor.

8. **Actions and Access Requests**

8.1. Processor shall, taking into account the nature of the Processing and the information available to Processor, provide Controller with reasonable cooperation and assistance where necessary for Controller to comply with its obligations under the GDPR to conduct a data protection impact assessment and/or to demonstrate such compliance, provided that Controller does not otherwise have access to the relevant information. Controller shall be responsible to the extent legally permitted for any costs and expenses arising from any such assistance by Processor.

8.2. Processor shall, taking into account the nature of the Processing and the information available to Processor, provide Controller with reasonable cooperation and assistance with respect to Controller's cooperation and/or prior consultation with any Supervisory Authority, where necessary and where required by the GDPR. Controller shall be responsible to the extent legally permitted for any costs and expenses arising from any such assistance by Processor.

8.3. Processor shall maintain records sufficient to demonstrate its compliance with its obligations under this Addendum. Processors shall, upon reasonable notice from and request from Controller, provide copies of such records to Controller.

8.4. Upon Controller's request, Processor shall, no more than once per calendar year, make available for Controller's review copies of certifications or reports demonstrating Processor's compliance with prevailing data security standards applicable to the Processing of Controller's Personal Data (such standards "**Data Security Standards**"). If provisions of such certifications or reports have been deemed not reasonably sufficient under applicable Data Protection Laws, Processor shall demonstrate its compliance with Data Security Standards in an alternative manner, which may include allowing Controller or its authorized representative, upon reasonable notice and at a mutually agreeable date and time, to conduct an audit or inspection of Processor's data security infrastructure that is sufficient

to demonstrate Processor's compliance with its obligations under this Addendum, provided that Controller shall provide reasonable prior notice of any such request for an audit and such inspection shall not be unreasonably disruptive to Processor's business. Controller shall be responsible for the costs of any such audits or inspections, including without limitation a reimbursement to Processor for any time expended for on-site audits. The parties agree that the audits described in Clause 5(f) and Clause 12(2) of the Standard Contractual Clauses shall be carried out in accordance with this Section 8.4.

8.5. Processor shall immediately notify Controller if an instruction, in the Processor's opinion, infringes the Data Protection Laws.

8.6. In the event of a Personal Data Breach, Processor shall, without undue delay, inform Controller of the Personal Data Breach and take such steps as Processor in its sole discretion deems necessary and reasonable to remediate such violation (to the extent that remediation is within Processor's reasonable control).

8.7. In the event of a Personal Data Breach, Processor shall, taking into account the nature of the Processing and the information available to Processor, provide Controller with reasonable cooperation and assistance necessary for Controller to comply with its obligations under the GDPR with respect to notifying (i) the relevant Supervisory Authority and (ii) Data Subjects affected by such Personal Data Breach without undue delay.

8.8. The obligations described in Sections 8.6 and 8.7 shall not apply in the event that a Personal Data Breach results from the actions or omissions of Controller. Processor's obligation to report or respond to a Personal Data Breach under Sections 8.6 and 8.7 will not be construed as an acknowledgement by Processor of any fault or liability with respect to the Personal Data Breach.

9. Limitation of Liability.

9.1. The total liability of each of Controller and Processor (and their respective employees, directors, officers, affiliates, successors, and assigns), arising out of or related to this Addendum, whether in contract, tort, or other theory of liability, shall not, when taken together in the aggregate, exceed the limitation of liability set forth in the Terms of Service.

(Signature page follows.)

On Behalf of Controller / School:	
Entity Name:	
Signature:	
Signatory Name:	
Signatory Title:	
Date:	
Address:	
Telephone:	
Teacher.desmos.com Account Usernames:	

On Behalf of Processor / Desmos:	
Entity Name: Desmos, Inc.	
Signature:	
Signatory Name:	
Title:	
Date:	

EXHIBIT A

Nature and Purpose of Processing: For Desmos to perform the Services for the School under the Terms of Service.

Duration of Processing: As necessary to perform the Services under the Terms of Service, or longer if necessary to comply with legal obligations, resolve disputes or collect fees owed, or otherwise permitted or required by applicable law, rule or regulation.

Categories of Data Subjects: Students and teachers using the Service in connection with the School.

Type of Personal Data: The type of information Desmos collects will depend on how the School uses the Service, but may include Student's first and last name, email address, class assignment data, and other classroom content, in each case, as described in the Desmos Student Data Privacy Statement.

EXHIBIT B

STANDARD CONTRACTUAL CLAUSES (PROCESSORS)

For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection.

the Controller listed on the signature page to the Data Protection Addendum (the
data exporter)

And

Desmos, Inc., 9450 SW Gemini Dr, PMB 49136, Beaverton, OR 97008, USA (the **data importer**)

each a 'party'; together 'the parties',

HAVE AGREED on the following Contractual Clauses (the Clauses) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Appendix 1.

Clause 1

Definitions

For the purposes of the Clauses:

(a)	'personal data', 'special categories of data', 'process/processing', 'controller', 'processor', 'data subject' and 'supervisory authority' shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data;

(b)	'the data exporter' means the controller who transfers the personal data;

(c)	'the data importer' means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;

(d)	'the 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 his instructions, the terms of the Clauses and the terms of the written subcontract;

(e)	'the applicable data protection law' means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;

(f)	'technical and organisational security measures' means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

Clause 2

Details of the transfer

The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix 1 which forms an integral part of the Clauses.

Clause 3

Third-party beneficiary clause

1.	The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.

2.	The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 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.	The data subject can enforce against the sub-processor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 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 under the Clauses.

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.

Clause 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 and the Clauses;

(c)	that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Appendix 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, unauthorised 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 Directive 95/46/EC;

(g)	to forward any notification received from the data importer or any sub-processor pursuant to Clause 5(b) and Clause 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 the Clauses, with the exception of Appendix 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 the Clauses, unless the Clauses 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 Clause 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 the Clauses; and

(j)	that it will ensure compliance with Clause 4(a) to (i).

Clause 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 the Clauses; 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 the Clauses, 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 organisational security measures specified in Appendix 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 unauthorised access; and (iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised 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 the Clauses 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 the Clauses, or any existing contract for sub-processing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 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 Clause 11;

(j)	to send promptly a copy of any sub-processor agreement it concludes under the Clauses to the data exporter.

Clause 6

Liability

1.	The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or sub-processor is entitled to receive compensation from the data exporter for the damage suffered.

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 Clause 3 or in Clause 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.

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 Clause 3 or in Clause 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 under the Clauses 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 under the Clauses.

Clause 7

Mediation and jurisdiction

1.	The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, 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.

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.

Clause 8

Cooperation with supervisory authorities

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.

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.

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 Clause 5(b).

Clause 9

Governing law

The Clauses shall be governed by the law of the Member State in which the data exporter is established.

Clause 10

Variation of the contract

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clause.

Clause 11

Sub-processing

1.	The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, 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 the Clauses. 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.
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 Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 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 under the Clauses.
3.	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.
4.	The data exporter shall keep a list of sub-processing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 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.

Clause 12

Obligation after the termination of personal data-processing services

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.

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 1

to the Standard Contractual Clauses

The Member States may complete or specify, according to their national procedures, any additional necessary information to be contained in this Appendix

Data exporter

The data exporter is the Controller listed on the signature page to the Data Protection Addendum

Data importer

The data importer is **Desmos, Inc.**

Data subjects

The personal data transferred concern the following categories of data subjects (please specify):

> **Students and teachers using the Service in connection with the School.**

Categories of data

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

> The type of information Desmos collects will depend on how the School uses the Service, but may include Student's first and last name, email address, class assignment data, and other classroom content, in each case, as described in the Desmos Student Data Privacy Statement.

Special categories of data (if appropriate)

The personal data transferred concern the following special categories of data (please specify):

> **N/A**

Processing operations

The personal data transferred will be subject to the following basic processing activities (please specify):

> **For Desmos to perform the Services for the School under the Terms of Service.**

Appendix 2

to the Standard Contractual Clauses

Description of the technical and organisational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c) (or document/legislation attached):

Appropriate technical and organizational measures based on the type of Personal Data and applicable processing activity.