

## Frog Education Ltd – Data Processing

### 1 Data Processing

1.1 Through reference to the applicable Data Protection Laws, it is agreed that:

1.1.1 the Customer is the Controller of all Personal Data required to fulfil the Agreement, and

1.1.2 Frog is the Processor of all Personal Data required to fulfil the Agreement

1.1.3 where the Customer configures the Associated Products to Process Personal Data in addition to the Personal Data required in Appendix 2, the Customer shall assume the role of Processor for that data

1.2 Both parties shall:

1.2.1 ensure that appropriate technical and organisational measures are in place to safeguard Customer Personal Data against accidental or unlawful loss, alteration, unauthorised disclosure or access

1.2.2 ensure that procedures are in place to notify the other party in reasonable time of any Data Incident relating to the Customer Personal Data being processed in the Associated Products as part of this Agreement. This notification shall include, to the extent possible, details of the Data Incident including steps taken to mitigate the potential risks and steps the notifying party would recommend that the other party takes to address the Data Incident

1.3 Frog shall:

1.3.1 comply with all applicable Data Protection Laws in the Processing of Customer Personal Data; and

1.3.2 only process Personal Data in accordance with Appendix 2; and

1.3.3 not Process customer Personal Data other than on the relevant Customer's written instruction unless Processing is required by Applicable Laws to which Frog is subject, in which case Frog shall inform the Customer of that legal requirement before the Processing of the Personal Data.

1.3.4 maintain Cyber Essentials certification to help ensure the effectiveness of the Supplier's Security Measures

1.3.5 take appropriate steps to ensure compliance with the Security Measures by its employees, contractors and Sub-Processors to the extent applicable to their scope of performance. Frog shall notify The Customer by issuing the updated version if there are significant changes to the Security Measures during the contract term.

1.3.6 inform the Customer if any instructions received from the Customer are thought to infringe the relevant Data Protection Legislation

1.3.7 maintain records to support compliance with the data protection obligations that are relevant to this agreement

1.4 The Customer shall:

1.4.1 instruct Frog (and authorises Frog to instruct each Sub-processor) to process Customer Personal Data to the extent required to deliver the services provided as part of the Agreement.

1.4.2 ensure that Frog's use of the Customer Personal Data in accordance with this Agreement shall not put Frog in breach of any Data Protection Laws;

1.4.3 not do or omit to do anything which places Frog in breach of any Data Protection Laws;

1.4.4 at all times be responsible for the integrity, quality and legality of the Personal Data provided by the Customer to Frog (or on its behalf). Frog is under no duty to investigate the completeness, accuracy or sufficiency of the Personal Data provided to it by (or on behalf of) the Customer;

1.4.5 be solely responsible for making appropriate use of the Services to ensure a level of security appropriate to the risk in respect of Personal Data it processes.

1.5 Appendix 2 sets out certain information regarding the Contracted Processors' Processing of the Customer Personal Data as required by article 28(3) of the GDPR.

1.6 In the event of any loss or damage to Customer Data, the Customer's sole and exclusive remedy shall be for Frog to use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by (i) Frog to the extent that such Customer Data is held by Frog through the provision of Hosting Services; and/or (ii) the Customer in all other circumstances. Frog shall not be required to restore more than one previous full iteration of the Software and/or data containing the relevant lost or damaged Customer Data and shall not be required to restore one or more individual lost or damaged files. Frog shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party (except those third parties subcontracted by Frog to perform services related to Customer Data maintenance and back-up).

1.7 The Customer warrants that:

1.7.1 it has (and, in relation to Frog Purposes, it has or shall obtain (as applicable) using such terms or wording as Frog requires from time to time) all necessary consents and authorisations (including from End Users) and it shall comply with all Data Protection Laws to enable Frog to lawfully Process Personal Data for the purposes of Frog carrying out its obligations under this Agreement and as otherwise agreed in writing by the parties (including in relation to Frog Purposes); and

1.7.2 it will not cause Frog to be in breach of any Data Protection Laws whether by reason of any act or omission by the Customer or any of its directors, governors, officers, employees or subcontractors.

### 2 Frog Personnel

2.1 Frog shall:

2.1.1 take reasonable steps to ensure that its employees comply with the requirements under the Data Protection Legislation and are adequately trained in the handling of Customer Personal Data

2.1.2 take reasonable steps to ensure that access to the Customer Personal Data is limited to those of its employees who need access in order to meet obligations under the Agreement (the "Authorised Personnel") and that all Authorised Personnel are bound by appropriate confidentiality obligations when accessing it.

2.1.3 take reasonable steps to ensure the reliability of any employee, agent or contractor of any Contracted Processor who may have access to the Customer Personal Data, comply with the Data Protection Legislation and ensure that access is limited to those individuals who need access the relevant Customer Personal Data.

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### 3 Security

3.1 Frog shall:

3.1.1 implement appropriate technical and organisational measures (the “Security Measures”) to ensure a level of security appropriate to the processing of Customer Personal Data, including, as appropriate, the measures referred to in Article 32(1) of the GDPR.

3.1.2 maintain the Cyber Essentials certification and periodically review process and systems to help ensure the continued effectiveness of the Security Measures

3.1.3 take appropriate and reasonable steps to ensure compliance with the Security Measures by its employees, contractors and Sub-Processors in direct relation their requirements in processing Customer Personal Data

3.1.4 take account of the risks that are presented by Processing, in particular from a Data Incident in assessing the appropriate level of security

### 4 Security Measures by Customer

4.1 The Customer is responsible for implementing appropriate technical and organisational measures when using and configuring the Associated Products so that the Customer complies with Data Protection Laws.

### 5 Sub-processing

5.1 the Customer authorises Frog to appoint

Sub-processors as listed in Appendix 1 below in accordance with the Security Measures stated in Section 3. If Frog wishes to use any other Sub-processors it shall seek Customer’s prior written approval first.

5.2 Appendix 1 to this Agreement provides a list of sub-processors and details of the sub-processing that they carry out to fulfil the Agreement

5.3 Frog shall give the Customer prior written notice of the contracting of any new Sub- processor.

5.3.1 The Customer may, within 30 days of receipt of that notice, notify Frog of any objections on reasonable grounds they may have to the Sub-Processor. In this case Frog shall liaise with the Customer to make available a commercially reasonable change in the provision of the Services which avoids the use of that proposed Sub-processor; and where such a change cannot be made within 30 days from Frog’s receipt of Customer’s notice, the Customer may by written notice to Frog with immediate effect terminate the

Agreement to the extent that it relates to the Services which require the use of the proposed Sub-processor.

5.4 With respect to each Sub-processor, Frog shall:

5.4.1 ensure that all agreements or contracts between Frog and Sub-processor are managed by a written contract including terms which offer at least the same level of protection for Customer Personal Data as those set out in this Addendum and meet the requirements of article 28(3) of the GDPR

### 6 Data Subject Rights

6.1 Taking into account the nature of the Processing, Frog shall assist each Customer, insofar as this is possible, to respond to requests to exercise Data Subject rights under the Data Protection Laws

### 7 Data Incidents

7.1 Frog shall notify the Customer without undue delay upon Supplier or any Sub-processor becoming aware of a Data Incident affecting Customer Personal Data, providing the Customer with sufficient information to meet any obligations to report or inform Data Subjects of the Data Incident under the Data Protection Laws.

7.2 Frog shall co-operate with Customer including without prejudice to the generality of this duty taking such steps as are reasonably requested of Frog by the Customer to assist in the management of each Data Incident.

### 8 Other Notifications

8.1 Frog shall notify the Customer if it receives

any of the following in relation to the Customer Personal Data:

8.1.1 Data Subject Access Request

8.1.2 Request to rectify or erase any Personal Data

8.1.3 Receives any other request relating to the Customer Personal Data in accordance with the Relevant Data Protection Laws

### 9 Data Protection Impact Assessment

9.1 Frog shall provide reasonable assistance to the Customer with any data protection impact assessments and/or audits solely in relation to Processing of Customer Personal Data, taking into account the nature of the Processing and information available to Frog.

### 10 Deletion of Customer Personal Data

10.1 Following expiration or termination of the Agreement involving the Processing of Customer Personal Data, all Personal Data in Frog’s possession as provided in the Agreement, except to the extent Frog is required to retain some or all of the Personal Data by applicable law shall be destroyed. The terms of this Agreement shall continue to apply to such Personal Data.

### 11 Restricted Transfers

11.1 Frog does not perform International transfers of Customer Personal Data to countries outside of the UK, as part of the provision of Services to the Customer.

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### APPENDIX 1 – SUB PROCESSORS

Sub Processor	Description of Sub Processing
Microsoft Azure	
UK South (London)	Frog's primary cloud-based services.
UK West (Cardiff)	Frog's backup systems and services.
Further information can be found at: <a href="https://azure.microsoft.com/en-gb/explore/global-infrastructure/data-residency/#overview">https://azure.microsoft.com/en-gb/explore/global-infrastructure/data-residency/#overview</a>	

### APPENDIX 2: ORGANISATION DATA

#### DETAILS OF PROCESSING OF CUSTOMER PERSONAL DATA

This Appendix 2 includes certain details of the Processing of Customer Personal Data as required by Article 28(3) if the GDPR.

#### Subject Matter and Duration of the Processing of Customer Personal Data

The subject matter of the processing under the Agreement is the Customer Personal Data.

The duration of the processing is aligned with the duration of the Agreement.

#### The Nature and Purpose of the Processing of Customer Personal Data

Frog Education processes Customer Personal Data in order to provide the Services set out in the Agreement.

#### The Categories & Types of Customer Personal Data to be Processed

The data subjects of Customer may include Customer's employees, students, parents, governors, contractors, suppliers, and other third parties who the Customer may give access to the Associated Product to.

Personal Data that is submitted to the Associated Products by the Customer in order for Frog to provide the Services under the Agreement are listed below.

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Due to the flexibility of the Associated Products other types of Personal Data may be recorded by the Customer. This is done at the Customer's sole discretion and in this situation the Customer will be the Processor for that data and take on the appropriate responsibilities as per the Applicable Laws.

## Frog Education Ltd – Data Processing

### Collected Data in FrogLMS

(typically Business-based customers)

Purposes of Processing	Categories of individuals	Types of personal data
Providing LMS and other services as per the Agreement	Administrators	Names Contact Details Authentication details Connection Information
	Managers	Names Contact Details Authentication details Employment information including but not limited to Job title, department, contract type Course completion information Connection Information Details of company hierarchy for the purposes of reporting structure
	Learners	Names Contact Details Authentication details Employment information including but not limited to Job title, department, contract type Course completion information Connection Information
	Other Users (if applicable)	Names Contact Details Authentication details Course completion information Connection Information

## Frog Education Ltd – Data Processing

**Collected Data in FrogLearn/FrogPlay/FrogProgress**  
 (typically, School-based customers)

Purposes of Processing	Categories of individuals	Types of personal data
Providing VLE, Assessment, LMS and other services as per the Agreement	Administrators	Names  Contact Details  Authentication details  Academic information  Connection Information
	Teachers	Names  Contact Details  Authentication details  Employment information  Academic information  Connection Information
	Students	Names  Contact Details  Authentication details  Academic information  Connection Information
	Parents	Names  Contact Details  Authentication details  Connection Information
	Governors	Names Contact Details  Authentication details  Connection Information
	Other Users	Names Contact Details  Authentication details  Academic information  Connection Information