



DATA PROTECTION AGREEMENT

Cordoba, ~~December 21, 2022~~

BY AND BETWEEN

Mr/Ms. Jacque Fewin, of legal age, with ID Executive Director of, technology the name and on behalf of Lubbock-Cooper ISD with address at 13807 Indiana Avenue and Loop 7, 5 - 1369436 (hereinafter, the "Data Processor" or simply the "**Data Controller**").

Mr. Juan Rubio López, of legal age, with DNI 44371129N, in the name and on behalf of GENIALLY WEB, S.L. (hereinafter, "**GENIALLY** or "**Data Processor**") with NIF B56019912, registered in the Mercantile Registry of Cordoba in volume 2154, folio 51, page CO*35517, 1st inscription; with registered office in Cordoba, Plaza Ramón y Cajal 4 - Planta 4, with Postal Code 14003.

WHEREAS

- i. The Data Processor and Data Controller have entered into a service agreement which involves the processing of personal data (hereinafter, the "**Service Agreement**").
- ii. Based on the Service the Data Processor may have to access and/or process personal data that is under the responsibility, custody and protection of the Controller.
- iii. In order to properly execute the Service Agreement the Processor shall access the Personal Data owned by the Controller in accordance with the provisions set out in the General Protection Regulation (EU) 2016/679, approved on April 27, 2016 by the European Parliament (hereinafter, "**GDPR**") and the current regulations on this matter in Spain, the Organic Law on Data Protection and guarantee of digital rights (hereinafter, "**LOPDgdd**").
- iv. Both parties mutually recognizing each other's capacity to contract and bind themselves, they enter into this data processing agreement (hereinafter, the "**Contract**") which is governed by the following

CLAUSES

1. Purpose.

1.1. The purpose of the Contract is the processing of personal data that the Data Processor shall carry out on behalf of the Controller and under its instructions, as a result of the main contractual relationship that binds both Parties, in compliance with the obligations under Articles 28 of the RGPD and 28 of the LOPDgdd.

1.2. Data processing. The processing of personal data will consist of:

- | | |
|--|--|
| <input checked="" type="checkbox"/> Collection | <input type="checkbox"/> Extraction |
| <input type="checkbox"/> Structuring | <input type="checkbox"/> Communication |
| <input checked="" type="checkbox"/> Retention | <input type="checkbox"/> Communication by transmission |
| <input checked="" type="checkbox"/> Consultation | <input type="checkbox"/> Interconnection |
| <input type="checkbox"/> Dissemination | <input type="checkbox"/> Limitation |
| <input type="checkbox"/> Collation | <input type="checkbox"/> Destruction |
| <input type="checkbox"/> Registration | <input checked="" type="checkbox"/> Deletion |
| <input type="checkbox"/> Modification | |

1.3. Personal Data. For the performance of the Service Agreement, the Data Processor shall have to process the e-mail addresses owned by the the Data Controller (hereinafter, the "**Personal Data**").



1.4. Duration. The term of this Agreement is linked to the term of the Service Agreement, so that the obligations set forth in these clauses shall survive as long as the latter remains in force. This Agreement, therefore, shall be automatically terminated when the Service Agreement terminates for any reason.

The Parties agree that, once the contractual performance has been fulfilled, the Processor shall return or destroy the Personal Data of the Controller, as well as any support or documents containing any personal data subject to processing, in accordance with the provisions of clause 2.5 of the Agreement.

2. Obligations of the Data Processor

2.1. General Obligations

The Data Processor undertakes to:

2.1.1. To use the Personal Data processed exclusively when it is necessary for the provision of the services set forth in the Service Agreement and to comply with the obligations set forth therein. Likewise, it shall not communicate the Personal Data to third parties, except with the express authorization of the Controller, in the legally admissible cases.

2.1.2. In the event that the Processor considers that the processing carried out is infringing in any way the GDPR, the LOPDgdd or any other legal provision on data protection of the European Union or any of the Member States the Processor shall inform the Controller about those circumstances.

2.1.3. Process the Personal Data in accordance with the instructions of the Controller, which must be provided in writing. In those cases in which the Processor considers that an instruction from the Controller does not comply with any legal provision on data protection of the EU or any of the EU Member States, THE Processor shall immediately inform the Controller in writing.

2.1.4. Ensure that any person acting on its behalf or on behalf of the Controller, who has access to the Personal Data, may only process the Personal Data in accordance with the instructions of the Controller, unless required to do so by any legal provision of the EU or any of the EU Member States.

Notwithstanding the foregoing, in the event that the Processor considers that, in its opinion, an instruction from the Controller clearly violates any applicable law, it shall inform the Controller of this fact and shall not be obliged to comply with such instruction until an agreement is reached in this regard. In the event that no agreement is reached, the parties may refer the query to an independent third party (such as the Spanish Data Protection Authority) for a conclusion on the lawfulness of the instruction, without the same having to be complied with until the relevant issue is resolved.

2.1.5. Keep at the Controller's disposal the necessary documentation to demonstrate compliance with its obligations. In these cases, upon request of the Controller, the Processor shall send to the Controller the documents and information proving the implementation of the legal, technical and organizational measures in accordance with this Agreement, as well as with the legal provisions on protection of the EU or any of the EU Member States.

2.1.6. To maintain the duty of secrecy with respect to the Personal Data to which it has had access by virtue of the Service Agreement, even after its termination.

2.1.7. All data, documents and information that the Processor receives from the Controller and/or a third party within the scope of the services provided to the Controller, are the exclusive property of the Controller.

The Controller may request the return of all data, documents and any information that the Processor has received during the term of this Contract, provided that this does not prevent the proper provision of the services contracted to the Processor.

2.2. Subcontracting

2.2.1. As a general rule, the Processor may not subcontract the provision of services unless the Controller has expressly indicated otherwise in the Service Agreement.

2.2.2. In the event of subcontracting that entails the processing of Personal Data by the subcontractor, the Data Processor shall enter into a sub-processing contract with said company under the terms provided for in this Agreement, transferring to the subcontractor the same obligations as those assumed by the Data Processor.

2.3. Rights of the data subjects



2.3.1. When the data subjects exercise their rights of access, rectification, erasure, objection, not to be subject to automated individualized decisions, limitation of processing and data portability to the Data Processor, the latter must communicate this by e-mail to the address indicated by the Controller. Unless, due to the nature of the services provided, this obligation corresponds directly to the Data Processor.

The communication must be made immediately and in no case later than seven (7) working days following receipt of the request, together, where appropriate, with other information that may be relevant to resolve the request.

2.4. Security Measures

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, the Data Processor shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, including inter alia as appropriate:

- 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 personal data in a timely manner in the event of a physical or technical incident;
- a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.

In assessing the appropriate level of security account shall be taken in particular of the risks that are presented by processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to personal data transmitted, stored or otherwise processed.

2.5. Termination of Services

2.5.1. The Processor shall return to the Controller or destroy the Personal Data and, if applicable, the media on which they are stored, once the provision of services has been completed, within a maximum period of sixty (60) days from the time the Service Agreement has been terminated. The aforementioned return must entail the total deletion of the existing data in the computer equipment used by the Processor.

2.5.2. Notwithstanding the foregoing, the Processor may keep a copy, with the data duly blocked, for as long as liabilities may arise from the performance of the service. In these cases, the Data Processor guarantees that it will not process the data unless it is required by the Public Administration, Judges and Courts.

2.6. Violation of the security of Personal Data

2.6.1. In the event of any breach of the security of the Personal Data, the Data Processor shall notify the same without undue delay, and in any case within a maximum period of twenty-four (24) hours and through any contact address, physical or electronic, provided by the Data Controller during the development of the contractual relationship between the parties, together with all relevant information for the documentation and communication of the incident.

2.6.2. The obligation to communicate the corresponding security breach both to the corresponding supervisory authority and to the data subjects shall be exclusively that of the Controller.

3. Obligations of the Controller

3.1. The Controller accepts and guarantees:

- a. To deliver to the Data Processor the necessary data to provide the service.
- b. Prior and during the processing of personal data, to ensure compliance with current data protection regulations and to supervise the processing of the Personal Data.
- c. Maintain the corresponding register of processing activities in accordance with Article 30 of the GDPR.
- d. To carry out, if necessary, the corresponding privacy impact assessments on the processing activities that could entail a high risk to the privacy of data subjects, in accordance with Article 35 of the GDPR.



- e. To comply with the duty of information, as well as to apply the appropriate lawful basis for the processing of Personal Data, seeking explicit consent when it is necessary.
- f. To take privacy into account from the design and by default and to make the corresponding consultations to the Spanish Data Protection Agency when appropriate.
- g. Comply with the rest of its obligations as Data Controller, in accordance with the provisions of the RGPD, the LOPDgdd and any other applicable norm, rule, sentence, resolution or guide.

4. Liability

4.1. Each party shall be liable for the consequences that may arise from the breach of the obligations assumed by virtue of this Contract, assuming, in this case, the reparation of the damages that such breach may cause to the other party.

5. Modifications

Any modification of this Agreement must be previously agreed between the parties and expressly accepted in writing in order to be effective.

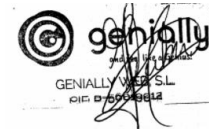
6. Jurisdictional Jurisdiction

The parties expressly agree that the resolution of any dispute arising from the interpretation and/or execution of this Contract shall be resolved by the Courts and Tribunals of Madrid in accordance with Spanish law.

And in proof of conformity, the parties hereby sign this Agreement in duplicate and to a single effect at the place and on the date indicated in the heading.

DocuSigned by:
Jacque Fewin
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Data Controller



Data Processor