

## SUMO APPS INTERNATIONAL DATA PROCESSING ADDENDUM

(Revision February 2021)

This International Data Processing Addendum, including its Schedules and Appendices, (“Int. DPA”) forms part of the Service

Agreement or other written or electronic agreement between Sumo Apps Ltd. and Local Educational Agencies (LEA) for the online services from Sumo Apps, as well as the Student Data Protection Addendum (“Student DPA”), which includes the services listed on Appendix 3 to the Standard Contractual Clauses of this Int. DPA (identified either as “Services” or otherwise in the applicable agreement, and hereinafter defined as “Services”) (collectively, the “Agreement”) to reflect the parties’ agreement with regard to the Processing of Personal Data.

By signing the Agreement, LEA enters into this Int. DPA on behalf of itself and, to the extent required under applicable Data Protection Laws and Regulations, in the name and on behalf of its Authorized Affiliates, if and to the extent Sumo Apps processes Personal Data for which such Authorized Affiliates qualify as the Controller. For the purposes of this Int. DPA only, and except where indicated otherwise, the term “LEA” shall include LEA and Authorized Affiliates. All capitalized terms not defined herein shall have the meaning set forth in the Agreement.

In the course of providing the Services to LEA pursuant to the Agreement, Sumo Apps may Process Personal Data on behalf of LEA and the Parties agree to comply with the following provisions with respect to any Personal Data.

### HOW TO EXECUTE THIS INT. DPA:

1. This Int. DPA consists of two parts: the main body of the Int. DPA, and Schedules 1, 2, and 3 (including Appendices 1 to 3).
2. This Int. DPA has been pre-signed on behalf of Sumo Apps. The Standard Contractual Clauses in Schedule 3 have been presigned by Sumo Apps Ltd. as the data importer.
3. To complete this Int. DPA, LEA must:
  - a. Complete the information in the signature box and sign on Page 6.
  - b. Send the signed Int. DPA to Sumo Apps by email to [contact@sumo.app](mailto:contact@sumo.app) indicating, if applicable, the LEA’s Account Number.

Upon receipt of the validly completed Int. DPA by Sumo Apps as indicated above, this Int. DPA will become legally binding.

For the avoidance of doubt, signature of the Int. DPA on page 6 shall be deemed to constitute signature and acceptance of the Standard Contractual Clauses incorporated herein, including their Appendices. Where LEA wishes to separately execute the Standard Contractual Clauses and its Appendices, LEA should also complete the information as the data exporter on Page 9 and complete the information in the signature box and sign on Pages 13, 14, and 15.

### HOW THIS INT. DPA APPLIES

If the LEA entity signing this Int. DPA is a party to the Agreement, this Int. DPA is an addendum to and forms part of the Agreement.

This Int. DPA shall not replace any comparable or additional rights relating to Processing of LEA Data contained in LEA's

Agreement (including any existing data processing addendum to the Agreement (e.g. the Student DPA).

## DATA PROCESSING TERMS

### 1. DEFINITIONS

"Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"Authorized Affiliate" means any of LEA's Affiliate(s) which (a) is subject to the data protection laws and regulations of the European Union, the European Economic Area and/or their member states, Switzerland and/or the United Kingdom, and

(b) is permitted to use the Services pursuant to the Agreement between LEA and Sumo Apps, but has not signed its own

Terms of Service or Agreement with Sumo Apps and is not a "LEA" as defined under this Int. DPA.

"CCPA" means the California Consumer Privacy Act, Cal. Civ. Code § 1798.100 et seq., and its implementing regulations.

"Controller" means the entity which determines the purposes and means of the Processing of Personal Data.

"LEA" means the entity that executed the Agreement together with its Affiliates (for so long as they remain Affiliates) which have signed the Int. DPA, Student DPA, and Service Agreement.

### 2

"LEA Data" means what is defined in the Agreement as "LEA Data", "Student Data", "User Content", or "Your Data, provided that such data is electronic data and information submitted by or for LEA (or collected by Sumo Apps and Processed on behalf of LEA) to the Services.

"Data Protection Laws and Regulations" means all laws and regulations, including laws and regulations of the European Union, the European Economic Area and their member states, Switzerland, the United Kingdom and the United States and its states, applicable to the Processing of Personal Data under the Agreement.

"Data Subject" means the identified or identifiable person to whom Personal Data relates.

"Data Subject Rights" means all rights granted to Data Subjects by Data Protection Laws and Regulations, including the right to information, access, rectification, erasure, restrictions, portability, objection, and not to be subject to automated decisionmaking.

"GDPR" means the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), including as implemented or adopted under the laws of Finland.

“Personal Data” means any information relating to (i) a Data Subject and, (ii) an identified or identifiable legal entity (where such information is protected similarly as personal data or personally identifiable information under applicable Data Protection Laws and Regulations), where for each (i) or (ii), such data is LEA Data.

“Personnel” means any natural person acting under the authority of Sumo Apps.

“Processing” means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

“Processor” means the entity which Processes Personal Data on behalf of the Controller, including as applicable any “service provider” as that term is defined by the CCPA.

“Security and Privacy Documentation” means the Security and Privacy Documentation applicable to the Services, as updated from time to time, and accessible via Sumo Apps’s webpage at <https://www.sumo.app/security/> or as otherwise made reasonably available by Sumo Apps.

“Sumo Apps” means the Sumo Apps entity which is a party to this Int. DPA, as specified in the section “HOW THIS DPA APPLIES” above, being Sumo Apps Ltd., a company incorporated in Helsinki, Finland.

“Sumo Apps Group” means Sumo Apps and its Affiliates engaged in the Processing of Personal Data.

“Standard Contractual Clauses” means the agreement executed by and between LEA and Sumo Apps and attached hereto as Schedule 3 pursuant to the European Commission’s decision (C(2016)679) of 27 April 2016 on Standard Contractual Clauses for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection.

“Sub-processor” means any Processor engaged by Sumo Apps or a member of the Sumo Apps Group.

“Supervisory Authority” means an independent public authority which is established by an EU Member State pursuant to the GDPR, or, for the United Kingdom, the Information Commissioner’s Office (“ICO”).

## 2. PROCESSING OF PERSONAL DATA

2.1 Roles of the Parties. The parties acknowledge and agree that with regard to the Processing of Personal Data, LEA is the Controller, Sumo Apps is the Processor and that Sumo Apps or members of the Sumo Apps Group will engage Sub-processors pursuant to the requirements set forth in Section 5 “Sub-processors” below.

2.2 LEA’s Processing of Personal Data. LEA shall, in its use of the Services, Process Personal Data in accordance with the requirements of Data Protection Laws and Regulations, including any applicable requirement to provide notice to Data Subjects of the use of Sumo Apps as Processor. For the avoidance of doubt, LEA’s instructions for the Processing of Personal Data shall comply with Data Protection Laws and Regulations. LEA shall have sole responsibility for the accuracy, quality, and legality of Personal Data and the means by which LEA acquired (or instructed Sumo Apps to acquire on its behalf)

Personal Data. LEA specifically acknowledges that its use of the Services will not violate the rights of any Data Subject that has opted-out from sales or other disclosures of Personal Data, to the extent applicable under the CCPA or other Data

Protection Laws and Regulations.

2.3 Sumo Apps's Processing of Personal Data. Sumo Apps shall Process Personal Data on behalf of and only in accordance with LEA's documented instructions for the following purposes: (i) Processing in accordance with the Agreement; (ii) Processing initiated by Users in their use of the Services; and (iii) Processing to comply with other documented reasonable instructions provided by LEA (e.g., via email) where such instructions are consistent with the terms of the Agreement and issued by LEA's management board, data protection officers or the manager of the LEA's legal department, as applicable.

2.4 Details of the Processing. The subject-matter of Processing of Personal Data by Sumo Apps is the performance of the Services pursuant to the Agreement. The duration of the Processing, the nature and purpose of the Processing, the types of Personal Data and categories of Data Subjects Processed under this Int. DPA are further specified in Schedule 2 (Details of the Processing) to this Int. DPA.

### 3. ASSISTANCE AND RIGHTS OF DATA SUBJECTS

3.1 Sumo Apps must provide reasonable assistance to LEA with the fulfilment of LEA's own obligations under Data Protection

Laws and Regulations with respect to: 1) complying with Data Subjects' requests to exercise Data Subject Rights, including as set forth in Section 3.2, 2) replying to inquiries or complaints from Data Subjects, 3) replying to investigations and inquiries from Supervisory Authorities, 4) notifying LEA of a LEA Data Incident (as defined below) relating to LEA's Student Data, and 5) prior consultations with Supervisory Authorities.

3.2 Data Subject Request. Sumo Apps shall, to the extent legally permitted, promptly notify LEA if Sumo Apps receives a request from a Data Subject to exercise a Data Subject Request. Sumo Apps will follow the procedures set forth in Section 2.2 ("Parent Access") of the Student DPA. Taking into account the nature of the Processing, Sumo Apps shall assist LEA by appropriate technical and organizational measures, for the fulfilment of LEA's obligation to respond to a Data Subject Request under Data Protection Laws and Regulations. In addition, to the extent LEA, in its use of the Services, does not have the ability to address a Data Subject Request, Sumo Apps shall upon LEA's request provide commercially reasonable efforts to assist LEA in responding to such Data Subject Request, to the extent Sumo Apps is legally permitted to do so and the response to such Data Subject Request is required under Data Protection Laws and Regulations. To the extent legally permitted, LEA shall be responsible for any costs arising from Sumo Apps's provision of such assistance.

3.3 Upon reasonable request, Sumo Apps must provide LEA with cooperation and assistance, and all information necessary to enable LEA to fulfill LEA's obligations under Data Protection Laws and Regulations, including notification obligations, maintaining records of Processing activities, or performing a data protection impact assessment to the extent LEA does not otherwise have access to the relevant information through the Services and such information is available to Sumo Apps.

3.4 Sumo Apps must promptly inform LEA if Sumo Apps believes that an instruction of LEA violates Data Protection Laws and Regulations.

3.5 Unless prohibited by EU or EU member state law, and subject to the procedures set forth in Section 2.4 of the Student DPA (“Third-Party Request”), Sumo Apps must promptly inform LEA if Sumo Apps receives a request to disclose Personal Data from law enforcement, courts or any government entity; is subject to a legal obligation that requires Sumo Apps to Process Personal Data in contravention of LEA’s instructions; or is otherwise unable to comply with Data Protection Laws and Regulations or this Int. DPA. If Sumo Apps is prevented from notifying LEA as required under this Int. DPA, Sumo Apps must consult and comply with the instructions of the competent Supervisory Authority.

#### 4. SUMO APPS PERSONNEL

4.1 Confidentiality. Sumo Apps must keep all Personal Data and any information relating to the Processing thereof, in strict confidence as set forth in the Agreement. Sumo Apps will ensure that its Personnel engaged in the Processing of Personal

Data are informed of the confidential nature of the Personal Data, have received appropriate training on their responsibilities and have executed written confidentiality agreements that prevent them from disclosing or otherwise Processing any Personal Data, except in accordance with the Agreement.

4.2 Access. Sumo Apps must implement appropriate technical and organizational measures to ensure that Personnel do not Process Personal Data except on the instructions of the LEA and will ensure that Sumo Apps’s access to Personal Data is limited to those personnel performing Services in accordance with the Agreement.

4.3 Training. Sumo Apps shall take commercially reasonable steps to ensure the reliability and appropriate training of any Sumo Apps Personnel engaged in the Processing of Personal Data.

#### 5. SUB-PROCESSORS

5.1 Appointment of Sub-processors. LEA acknowledges and agrees that (a) Sumo Apps Affiliates may be retained as Sub processors; and (b) Sumo Apps and Sumo Apps’s Affiliates respectively may engage third-party Sub-processors in connection with the provision of the Services. LEA hereby authorizes Sumo Apps to engage the Sub-processors listed as a link from Sumo Apps’s Privacy Policy (which may be updated from time to time).

5.2 Contractual Commitments. Sumo Apps or a Sumo Apps Affiliate has entered into a written agreement with each Sub processor containing data protection obligations not less protective than those in the Agreement with respect to the protection of Personal Data to the extent applicable to the nature of the Services provided by such Sub-processor. Provider must obtain sufficient guarantees from all Sub-processors that they will implement appropriate technical and organizational measures in such a manner that the Processing will meet the requirements of Data Protection Laws and Regulations and this Int. DPA.

5.3 List of Current Sub-processors and Notification of New Sub-processors. Sumo Apps shall make available to LEA the current list of Sub-processors for the Services identified in Appendix 3 of the Standard Contractual Clauses attached hereto.

Such Sub-processor lists shall include the identities of those Sub-processors and their country of location (“Sub-processor Documentation”). LEA may send

an email to sub [contact@sumo.app](mailto:contact@sumo.app) to subscribe to receive notification of a new Sub-processor. If LEA subscribes, Sumo Apps will provide notification of a new Sub-processor(s) before authorizing

any new Sub-processor(s) to Process Personal Data in connection with the provision of the applicable Services.

5.4 Objection Right for New Sub-processors. LEA may object to Sumo Apps's use of a new Sub-processor by notifying Sumo Apps promptly in writing within thirty (30) days after receipt of Sumo Apps's notice in accordance with the mechanism set out in Section 5.3. In the event LEA objects to a new Sub-processor, as permitted in the preceding sentence, Sumo Apps will use reasonable efforts to make available to LEA a change in the Services or recommend a commercially reasonable change to LEA's configuration or use of the Services to avoid Processing of Personal Data by the objected-to new Sub processor without unreasonably burdening LEA. If Sumo Apps is unable to make available such change within a reasonable period of time, which shall not exceed thirty (30) days, LEA may terminate the Agreement with respect to only to those Services which cannot be provided by Sumo Apps without the use of the objected-to new Sub-processor by providing written notice to Sumo Apps. Sumo Apps will refund LEA any prepaid fees (if applicable) covering the remainder of the term of such Agreement following the effective date of termination with respect to such terminated Services, without imposing a penalty for such termination on LEA.

5.5 Liability. Sumo Apps shall be liable for the acts and omissions of its Sub-processors to the same extent Sumo Apps would be liable if performing the services of each Sub-processor directly under the terms of this Int. DPA, except as otherwise set forth in the Agreement.

## 6. SECURITY

6.1 Controls for the Protection of LEA Data. Sumo Apps shall maintain appropriate technical and organizational measures for protection of the security appropriate to the risk presented by the Processing (including protection against unauthorized or unlawful Processing and against accidental or unlawful destruction, loss or alteration or damage, unauthorized disclosure of, or access to, LEA Data), confidentiality and integrity of LEA Data, as set forth in Section 5.3 of the Student DPA ("Data Security") as well as the Security and Privacy Documentation. Sumo Apps regularly monitors compliance with these measures. Sumo Apps will not materially decrease the overall security of the Services during a subscription term.

## 7. LEA DATA INCIDENT MANAGEMENT AND NOTIFICATION

Sumo Apps shall notify LEA without undue delay after becoming aware of the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to LEA Data, including Personal Data, transmitted, stored or otherwise Processed by Sumo Apps or its Sub-processors of which Sumo Apps becomes aware (a "LEA Data Incident"). Sumo Apps shall make reasonable efforts to identify the cause of such LEA Data Incident and take those steps as Sumo Apps deems necessary and reasonable in order to remediate the cause of such a LEA Data Incident to the extent the remediation is within Sumo Apps's reasonable control. The obligations herein shall not apply to incidents that are caused by LEA or LEA's Users.

## 8. RETURN AND DELETION OF LEA DATA

Sumo Apps shall return LEA Data to LEA and, to the extent allowed by applicable law, delete LEA Data in accordance with the procedures and timeframes specified in Section 4.6 ("Disposition of Data") of the Student DPA.

## 9. AUTHORIZED AFFILIATES

9.1 Contractual Relationship. The parties acknowledge and agree that, by executing the Agreement, LEA enters into the Int. DPA on behalf of itself and, as applicable, in the name and on behalf of its Authorized Affiliates, thereby establishing a separate Int. DPA between Sumo Apps and each such Authorized Affiliate subject to the provisions of the Agreement and this Section 9 and Section 10. Each Authorized Affiliate agrees to be bound by the obligations under this Int. DPA and, to the extent applicable, the Agreement. For the avoidance of doubt, an Authorized Affiliate is not and does not become a party to the Agreement and is only a party to the Int. DPA. All access to and use of the Services and Content by Authorized Affiliates must comply with the terms and conditions of the Agreement and any violation of the terms and conditions of the Agreement by an Authorized Affiliate shall be deemed a violation by LEA.

9.2 Communication. The LEA that is the contracting party to the Agreement shall remain responsible for coordinating all communication with Sumo Apps under this Int. DPA and be entitled to make and receive any communication in relation to this Int. DPA on behalf of its Authorized Affiliates.

9.3 Rights of Authorized Affiliates. Where an Authorized Affiliate becomes a party to the Int. DPA with Sumo Apps, it shall to the extent required under applicable Data Protection Laws and Regulations be entitled to exercise the rights and seek remedies under this Int. DPA, subject to the following:

9.3.1 Except where applicable Data Protection Laws and Regulations require the Authorized Affiliate to exercise a right or seek any remedy under this Int. DPA against Sumo Apps directly by itself, the parties agree that (i) solely the LEA that is the contracting party to the Agreement shall exercise any such right or seek any such remedy on behalf of the Authorized Affiliate, and (ii) the LEA that is the contracting party to the Agreement shall exercise any such rights under this Int. DPA not separately for each Authorized Affiliate individually but in a combined manner for itself and all of its Authorized Affiliates together (as set forth, for example, in Section 9.3.2, below).

9.3.2 The parties agree that the LEA that is the contracting party to the Agreement shall, when carrying out an on-site audit of the procedures relevant to the protection of Personal Data, take all reasonable measures to limit any impact on Sumo Apps and its Sub-Processors by combining, to the extent reasonably possible, several audit requests carried out on behalf of itself and all of its Authorized Affiliates in one single audit.

## 10. LIMITATION OF LIABILITY

Each party's and all of its Affiliates' liability, taken together in the aggregate, arising out of or related to this Int. DPA, and all Int. DPAs between Authorized Affiliates and Sumo Apps, whether in contract, tort or under any other theory of liability, is subject to the 'Limitation of Liability' section of the Agreement, and any reference in such section to the liability of a party means the aggregate liability of that party and all of its Affiliates under the Agreement and all Int. DPAs together.

For the avoidance of doubt, Sumo Apps' and its Affiliates' total liability for all claims from LEA and all of its Authorized Affiliates arising out of or related to the Agreement and all Int. DPAs shall apply in the aggregate for all claims under both the Agreement and all Int. DPAs established under the Agreement, including by LEA and all Authorized Affiliates, and, in particular, shall not be understood to apply individually and severally to LEA and/or to any Authorized Affiliate that is a contractual party to any such Int. DPA.

## 11. EUROPEAN SPECIFIC PROVISIONS

11.1 GDPR. Sumo Apps will Process Personal Data in accordance with the GDPR requirements directly applicable to Sumo Apps' provision of its Services.

11.2 Transfer mechanisms for data transfers. Subject to the additional terms in Schedule 1, Sumo Apps makes available the transfer mechanisms listed below which shall apply, in the order of precedence as set out in Section 11.3, to any transfers of Personal Data under this Int. DPA from the European Union, the European Economic Area and/or their member states, Switzerland and the United Kingdom to countries which do not ensure an adequate level of data protection within the meaning of Data Protection Laws and Regulations of the foregoing territories, to the extent such transfers are subject to such Data Protection Laws and Regulations:

1. The Standard Contractual Clauses set forth in Schedule 3 to this Int. DPA apply to the Services listed in Appendix 3 to the Standard Contractual Clauses (the "SCC Services"), subject to the additional terms in Schedule 1; and 2. Where applicable, pursuant to GDPR Art. 49 derogations for the transfer of personal data, such as consent or performance of a contract.

11.3 Order of precedence. In the event that Services are covered by more than one transfer mechanism, the transfer of Personal Data will be subject to a single transfer mechanism in accordance with the following order of precedence: (1) the Standard Contractual Clauses (to the extent entered into by the LEA) and (2) Art. 49 derogations (e.g. consent).



12. LEGAL EFFECT

This Int. DPA shall only become legally binding between LEA and Sumo Apps when the formalities steps set out in the Section "HOW TO EXECUTE THIS DPA" above have been fully completed.

List of Schedules

Schedule 1: Transfer Mechanisms for European Data Transfers

Schedule 2: Details of the Processing

Schedule 3: Standard Contractual Clauses

(signature page follows)

February 2024 6

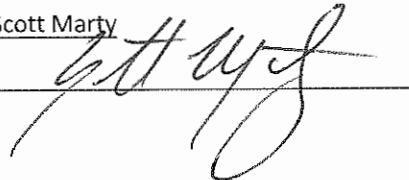
The parties' authorized signatories have duly executed this Int. DPA:

LEA Legal Name: Chippewa Falls Area Unified School District

Address: 1130 Miles St. Chippewa Falls, WI 54729

LEA's Authorized Representative full name: Scott Marty

LEA Authorized Representative signature: \_\_\_\_\_



Date: 02/06/2024

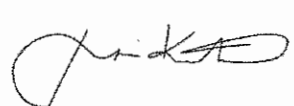
Sumo Apps Ltd.

Katajannokanlaituri 5

Helsinki 00160, Finland

Sumo Apps's Representative full name: Lauri Koutaniemi

Sumo Apps Representative signature: \_\_\_\_\_



Date: 31.8.2023

Lauri Koutaniemi

## SCHEDULE 1 - TRANSFER MECHANISMS FOR EUROPEAN DATA TRANSFERS

### 1. ADDITIONAL TERMS FOR SCC SERVICES

1.1. LEAs covered by the Standard Contractual Clauses. The Standard Contractual Clauses and the additional terms specified in this Section 1 apply to (i) LEA which is subject to the data protection laws and regulations of the European Union, the European Economic Area and/or their member states, Switzerland and/or the United Kingdom and, (ii) its Authorized Affiliates. For the purpose of the Standard Contractual Clauses and this Section 2, the aforementioned entities shall be deemed "data exporters".

1.2. Instructions. This Int. DPA and the Agreement are LEA's complete and final documented instructions at the time of signature of the Agreement to Sumo Apps for the Processing of Personal Data. Any additional or alternate instructions must be agreed upon separately. For the purposes of Clause 5(a) of the Standard Contractual Clauses, the following is deemed an instruction by the LEA to process Personal Data: (a) Processing in accordance with the Agreement; (b) Processing initiated by Users in their use of the SCC Services and (c) Processing to comply with other reasonable documented instructions provided by LEA (e.g., via email) where such instructions are consistent with the terms of the Agreement.

1.3. Appointment of new Sub-processors and List of current Sub-processors. Pursuant to Clause 5(h) of the Standard Contractual Clauses, LEA acknowledges and expressly agrees that (a) Sumo Apps and Sumo Apps' Affiliates respectively may engage third-party Sub-processors in connection with the provision of the SCC Services. Sumo Apps shall make available to LEA the current list of Sub-processors in accordance with Section 5.3 of this Int. DPA

1.4. Notification of New Sub-processors and Objection Right for new Sub-processors. Pursuant to Clause 5(h) of the Standard Contractual Clauses, LEA acknowledges and expressly agrees that Sumo Apps may engage new Sub-processors as described in Sections 5.3 and 5.4 of the Int. DPA.

1.5. Copies of Sub-processor Agreements. The parties agree that the copies of the Sub-processor agreements that must be provided by Sumo Apps to LEA pursuant to Clause 5(j) of the Standard Contractual Clauses may have all commercial information, or clauses unrelated to the Standard Contractual Clauses or their equivalent, removed by Sumo Apps beforehand; and, that such copies will be provided by Sumo Apps, in a manner to be determined in its discretion, only upon request by LEA.

1.6. Audits and Certifications. 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 the following specifications:

Upon LEA's request, and subject to any appropriate confidentiality agreements being executed, Sumo Apps shall make available to LEA that is not a competitor of Sumo Apps (or LEA's independent, third-party auditor that is not a competitor of Sumo Apps) information regarding Sumo Apps's compliance with the obligations set forth in this Int. DPA in the form of

the third-party certifications and audits set forth in the Security and Privacy Documentation to the extent Sumo Apps makes them generally available to its LEAs. LEA may contact Sumo Apps in accordance with the "Notices" Section of the Agreement to request an on-site audit of the procedures relevant to the protection of Personal Data. LEA shall reimburse Sumo Apps for any time expended for any such on-site audit. Before the commencement of any such on-site audit, LEA and Sumo Apps shall mutually agree upon the scope, timing, and duration of the audit in addition to the

reimbursement rate for which LEA shall be responsible. All reimbursement rates shall be reasonable, taking into account the resources expended by Sumo Apps. LEA shall promptly notify Sumo Apps with information regarding any non-compliance discovered during the course of an audit.

1.7. Certification of Deletion. The parties agree that the certification of deletion of Personal Data that is described in Clause 12(1) of the Standard Contractual Clauses shall be provided by Sumo Apps to LEA only upon LEA's request.

1.8. Data Exports from the United Kingdom under the Standard Contractual Clauses. In case of any transfers of Personal Data under this Int. DPA under the Standard Contractual Clauses from the United Kingdom, to the extent such transfers are subject to Data Protection Laws and Regulations applicable in the United Kingdom ("UK Data Protection Laws"), (i) general and specific references in the Standard Contractual Clauses to Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 shall hereby be deemed to have the same meaning as the equivalent reference in the UK Data Protection Laws; (ii) References in the Standard Contractual Clauses to "the law of the Member State in which the data exporter is established" shall hereby be deemed to mean "the law of the United Kingdom"; and (iii) any other obligation in the Standard Contractual Clauses determined by the Member State in which the data exporter is established shall hereby be deemed to refer to an obligation under UK Data Protection Laws.

1.9. Conflict. In the event of any conflict or inconsistency between the body of this Int. DPA and any of its Schedules (not including the Standard Contractual Clauses) and the Standard Contractual Clauses in Schedule 3, the Standard Contractual Clauses shall prevail.

## SCHEDULE 2 - DETAILS OF THE PROCESSING

Nature and Purpose of Processing Sumo Apps will Process Personal Data as necessary to perform the SCC Services pursuant to the Agreement, and as further instructed by LEA in its use of the SCC Services.

### Duration of Processing

Subject to Section 8 of the Int. DPA, Sumo Apps will Process Personal Data for the duration of the Agreement, unless otherwise agreed upon in writing.

### Categories of Data Subjects

LEA may submit Personal Data to the SCC Services (or Sumo Apps may collect and Process on behalf of LEA), the extent of which is determined and controlled by LEA in its sole discretion, and which may include, but is not limited to Personal Data relating to the following categories of data subjects:

- Employees, agents, advisors, freelancers of LEA (who are natural persons)
- LEA's Users authorized by LEA to use the Services (who are natural persons)

### Type of Personal Data

LEA may submit Personal Data to the SCC Services (or Sumo Apps may collect and Process on behalf of the LEA), the extent of which is determined and controlled by LEA in its sole discretion, and which may include, but is not limited to the following categories of Personal Data:

Special categories of data (if appropriate)

LEA shall not provide any special categories of Personal Data to the SCC Services and which is for the sake of clarity Personal Data with information revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade-union membership, and the processing of genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health or data concerning a natural person's sex life or sexual orientation.

### SCHEDULE 3 - STANDARD CONTRACTUAL CLAUSES

#### 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.

Name of the data exporting organisation:

Address:

Tel.: fax: e-mail:

Other information needed to identify the organisation:

.....

(the data exporter)

And

Name of the data importing organisation: Sumo Apps Ltd.

Address Katajannokanlaituri 5, Helsinki 00160, Finland

e-mail: contact@sumo.app

Other information needed to identify the organisation: Not applicable (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: '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;

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

(b) '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;

(c) '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;

(d) '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;

(e) '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.

The data exporter agrees and warrants:

## Clause 4

### Obligations of the data exporter

(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, unauthorized 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 summary description of the security measures, as well as a copy of any contract for subprocessing 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 or 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 subprocess or 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 subprocess or agrees that the data subject may issue a claim against the data subprocess or 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 Finland.

#### 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. 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.

2. 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.

3. 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.

On behalf of the data exporter:

Name (written out in full):

Address:

Other information necessary in order for the contract to be binding (if any):

Position:

Signature: (stamp of organisation)

On behalf of the data importer:

Name (written out in full): Lauri Koutaniemi

Address: Katajannokanlaituri 5, 00160 Helsinki, Finland

Other information necessary in order for the contract to be binding (if any):

Position: District Partnerships & Privacy Operations\_

Signature: (stamp of organisation)

A handwritten signature in blue ink, appearing to be 'Lauri Koutaniemi', written in a cursive style.

## APPENDIX 1 TO THE STANDARD CONTRACTUAL CLAUSES

This Appendix forms part of the Clauses and must be completed and signed by the parties

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 (please specify briefly your activities relevant to the transfer):

Data Exporter is the legal entity specified in Section 1.1 of Schedule 1 of the Int. DPA.

### Data importer

The data importer is (please specify briefly activities relevant to the transfer):

Sumo Apps Ltd. is a provider of creative education technology that helps bring teachers, , families, and students together, which processes personal data upon the instruction of the data exporter in accordance with the terms of the Agreement.

### Data subjects

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

Data exporter may submit Personal Data to the SCC Services (or Sumo Apps may collect and Process on behalf of the Data exporter), the extent of which is determined and controlled by the data exporter in its sole discretion, and which may include, but is not limited to Personal Data relating to the following categories of data subjects:

- Employees, agents, advisors, freelancers of data exporter (who are natural persons)
- Data exporter's Users authorized by data exporter to use the Services (who are natural persons)

### Categories of data

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

Data exporter may submit Personal Data to the SCC Services (or Sumo Apps may collect and Process on behalf of the Data exporter), the extent of which is determined and controlled by the data exporter in its sole discretion, and which may include, but is not limited to the following categories of Personal Data:

- Please see the Schedule of Data attached to the Agreement

### Special categories of data (if appropriate)

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

Data exporter shall not submit special categories of data to the SCC Services.

### Processing operations

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

The objective of Processing of Personal Data by data importer is the performance of the SCC Services pursuant to the Agreement.

DATA EXPORTER

Name:

Authorised Signature

DATA IMPORTER

Name: Lauri Koutaniemi on behalf of Sumo Apps Ltd.

Authorized Signature

A handwritten signature in blue ink, appearing to be 'Lauri Koutaniemi', written in a cursive style.

## APPENDIX 2 TO THE STANDARD CONTRACTUAL CLAUSES

This Appendix forms part of the Clauses and must be completed and signed by the parties  
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):

Data importer will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Personal Data uploaded to the SCC Services, as described in the Security and Privacy Documentation, and accessible via <https://www.sumo.app/security/> or otherwise made reasonably available by data importer. Data Importer will not materially decrease the overall security of the SCC Services during a subscription term.

### DATA EXPORTER

Name:

Authorized Signature:

### DATA IMPORTER

Name: Lauri Koutaniemi, on behalf of Sumo Apps Ltd.

Authorized Signature:

A handwritten signature in blue ink, appearing to be 'Lauri Koutaniemi', written over a faint blue line.

## APPENDIX 3 TO THE STANDARD CONTRACTUAL CLAUSES

### SERVICES

Sumo Apps provides creative tools for young people and school-aged children. The service includes eight software programs that work on an Internet browser to draw, edit photos, create music, and practice coding.

The Sumo Apps product family consists of eight applications: Sumopaint, Sumotunes, Sumo3D, Sumocode, Sumophoto, Sumoaudio, Sumovideo, and Sumopixel. The works created within the applications can also be combined, for example adding images to videos. Sumo Apps advocates for everyone to discover their own creative potential. Users can also share their work with others in order to receive comments and feedback. The applications run on all common operating systems, modern smart devices, and even is a challenger to Adobe Creative Cloud programs.

Sumo Apps are available for both individuals and educational institutions. Sumo Edu incorporates all eight Sumo applications into one platform to make a creative toolkit for educators. With Sumo applications, teachers are able to foster the creativity of each student in a way that is crafted to each student's needs. This unique customization assists in increasing the student's self-confidence because the learning is successful in an exciting, motivating, and engaging way.

More information on how the Service operates is located at [www.sumo.app](http://www.sumo.app).

The Service shall not include any Outside School Accounts. Students, parents, and family users may have personal or non-school accounts (i.e., for use of Sumo Apps at home not related to school) in addition to school accounts ("Outside School Account(s)").

An Outside School Account of a student may also be linked to their student account. Student Data (or LEA Data) shall not include information a student, parent, or family provides to Sumo Apps through such Outside School Accounts independent of the student's, parent's or family's engagement with the Services at the direction of the LEA or Controller.