

Data Processing Agreement No. 01/18/2019-1

Effective Date: 01 . 18 2018

This Data Processing Agreement (hereunder – DPA) for the processing of personal data is entered by and between Weber School District, with its registered address at 5320 Adams Ave. Pkwy, in Ogden, Utah, (hereinafter - “**the Institution**”) of the one part,

and

UKU Group Ltd, a legal entity duly registered according to the laws of the Republic of Cyprus, registration number: HE 325285, Evropis 4, office 3 2064 Nicosia Cyprus, represented by its Director Anna Ioannou, (hereinafter - “**UKU Group**”) of the other part. Referred to hereinafter jointly as the “**Parties**” and individually as the “**Party**”.

In performance of the DPA, UKU Group shall process Personal Data on behalf of the Institution. The Parties shall treat the Personal Data that are or will be processed for the performance of the DPA with due care and in accordance with the Children’s Online Privacy Protection Act (hereinafter – “COPPA”), Family Educational Rights and Privacy Act (20 U.S.C. §1232g, hereinafter – “FERPA”), Utah Protection of Personal Information Act (Utah Code §13–44–101), Utah Student Data Protection Act (Utah Code §53E-9, Chapter 3), Utah Family Education Rights and Privacy Act (Utah Code §53E-9 Chapter 2) and other federal and state laws concerning the processing of Personal Data.

In accordance with the Applicable Laws concerning the processing of Personal Data, the Parties shall lay down their rights and obligations in respect of the processing of the subjects’ Personal Data in writing in this DPA.

For purposes of this DPA the Parties agree as follows:

CLAUSE 1. DEFINITIONS

The capitalized terms used in this DPA have the meaning given in this article. Where the singular is used in the definition in this article, this is understood to include the plural, and vice versa, unless otherwise is explicitly indicated or shown by the context. In the event of any conflict between the provisions of the DPA and Agreement, the provisions of the DPA prevail.

1.1 **Data Subject:** the identified or identifiable natural person to whom the Personal Data pertain as referred to in Applicable Laws. Regarding the conclusion of this DPA for the performance of the Agreement under the “Data Subject” the Authorized User shall be meant.

1.2 **Annex:** an annex to this DPA, which forms an integral part of this DPA.

1.3 **Service:** the service(s) to be provided by Plagix LLC to the Institution based on the License Agreement dated 09/11/2018 with UEN Instructional Services.

1.4 **Personal Data Breach:** a breach of (or suspicion of breach) the security leading to the accidental or unlawful destruction, loss, alteration, unauthorized acquisition, release and disclosure of, or access to, Personal Data.

1.5 **Recipients of Personal Data:** the employees, subcontractors and other persons engaged by UKU Group

for whose activities it is responsible and who are engaged by UKU Group for the performance of the DPA.

1.6 **Personal Data:** all information relating to a Data Subject in particular based on an identifier such as a name, an identification number, an online identifier or one or more elements that are characteristic of the physical, physiological, genetic, psychological, economic, cultural or social identity of that natural person is deemed identifiable, received by UKU Group from the Data Subjects, in order to providing the Service, in the course of the performance of the Agreement and in accordance with this DPA. Where applicable, Personal Data also includes education records and Personally Identifiable Information of students in accordance with FERPA and student data as defined by the Utah Student Data Protection Act.

1.7 **Third-parties:** another third-party, including but not limited to group companies, subsidiaries and auxiliary suppliers, engaged by UKU Group to perform specific processing activities on behalf of the Institution.

1.8 **Applicable Laws concerning the processing of Personal Data:** the applicable legislation, regulations, decrees, policy rules, instructions and/or recommendations from a competent public body concerning the processing of Personal Data, also including future amendments of and/or supplements thereto, including the Children's Online Privacy Protection Act, Family Educational Rights and Privacy Act, Utah Protection of Personal Information Act (Utah Code §13-44-101), Utah Student Data Protection Act (Utah Code §53E-9, Chapter 3), Utah Family Education Rights and Privacy Act (Utah Code §53E-9, Chapter 2) and other federal and state laws.

1.9 **Processing:** any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated 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.

1.10 **Instruction:** means the terms only in accordance to which UKU Group may act and process the Personal Data on behalf of the Institution.

CLAUSE 2. SUBJECT OF THE DATA PROCESSING AGREEMENT

2.1 The general provisions from the DPA apply to all processing in the course of this Agreement performance.

2.2 The Institution shall authorize UKU Group to process the Personal Data on behalf of the Institution for the purposes identified in clause 3 of this DPA. All the Instruction shall reflect the purposes of processing specified in clause 3 of this DPA. The Institution may issue reasonable supplementary or deviating Instructions in writing.

2.3 UKU Group shall process the Personal Data exclusively under the purposes of processing and on the basis of the Instructions from the Institution, specified in this DPA. UKU Group shall process the Personal Data exclusively if the processing is necessary for the performance of the Agreement, and never for its own use and/or other purposes, unless applicable federal or state laws oblige UKU Group to perform processing. In that event, UKU Group shall notify the Institution of this provision in writing prior to the processing, unless legislation prohibits such notification for serious reasons of public interest.

2.4 UKU Group shall immediately notify the Institution if UKU Group has reason to assume that UKU Group can no longer comply with the DPA.

CLAUSE 3. THE PURPOSES OF PROCESSING

3.1 During the Service rendering, for purposes of this DPA UKU Group will collect certain categories of the Personal Data of Data Subjects. Such categories of Personal Data include name, phone number, email, and school.

3.2 UKU Group will use Data Subject's email, name and company/organization/establishment, where the Data Subject works or studies only in order to create the account to provide the Data Subjects with the Service, in order to send them notifications or other important information while providing the Service and to refer to the Data Subjects correctly in the mailings. Email will be also used as a mean of the password recovery in cases when Data Subject forget it. UKU Group also needs to have the information about the occupation as there are different types of accounts for corporate users, to register the applicable account for such Data Subject (for example instructor or student Data Subject's accounts etc.).

3.3 UKU Group may use Personal Data for adaptive learning or customized student learning purposes or to market an educational application or product to a parent or legal guardian of a student if UKU Group did not use the Personal Data shared or collected on behalf of the Institution to market the educational application or product. UKU Group may use a recommendation engine to recommend to a student content or services that relates to learning or employment within UKU Group's internal application, if the recommendation is not motivated by payment or other consideration from another party. UKU Group may send notifications to students about software updates, changes to Terms of Use and Privacy Policy, or other matters as required by law or by contract, if the notifications are not motivated by payment or other consideration from another party. UKU Group may respond to a student request for information or feedback if the content of the response is not motivated by payment or other consideration from another party. UKU Group may retain student's or parent's or guardian's email address when responding to student request for information or feedback only for the purpose of ensuring appropriate service was rendered. (See Clause 3.5).

3.4 UKU Group will automatically collect log information whenever the Data Subject access or interact with the Services. All this information will be in the aggregated form, thus UKU Group wouldn't be able the identity of the Data Subject. This information includes the browser and operating system the Data Subjects are using, the URL or advertisement that referred to the Services, the search terms the Data Subject entered into a search engine that led to the Services, areas within the Services that the Data Subject visited, and other information commonly shared when browsers communicate with websites. UKU Group can combine this automatically collected log information with other information UKU Group collect about Data Subject. UKU Group do this only for internal purposes to improve the Services they offer, to improve marketing, analytics, and Site functionality and operability. The information UKU Group collect also includes the Internet Protocol ("IP") address or other unique device identifier ("Device Identifier") for any device (computer, mobile phone, tablet, etc.) used to access the Services. A Device Identifier is a number that is automatically assigned or connected to the device they use to access the Services, and UKU Group's server identify Data Subject device by its Device Identifier.

3.5 When Data Subjects use "Contact Us" form or other request forms, available on the Site, to send UKU Group request, UKU Group will ask the Data Subjects to give UKU Group their name, email address and title, the name of company or institution the Data Subjects are representing. UKU Group needs this information to provide Data Subjects with the reply to such request. UKU Group receives the Institution's consent for that.

3.6 UKU Group works largely in the cooperation with different learning management systems ("LMS") and online educational platforms (such as Moodle, Canvas, Blackboard, Google Classroom etc.) through API, LTI or other integrations. In order to perform the similarity detection analysis and provide the Data Subjects, who use "Unicheck" through the LMS, the similarity reports, UKU Group needs to get the following categories of Personal Data from the LMS: name, email, IP address of the Data Subject. The Institution authorizes UKU

Group to obtain this Personal Data and use for performance of the Service.

3.7 UKU Group retains the information it collects at least for 6 years unless the Data Subject asks the Institution to remove data early. Some categories of information UKU Group retains as long as needed for the Services performance (for example Personal Data subject email address will be retained as long as account is active in order to provide the Service). At the request of the Institution, UKU Group will delete Personal Data, including student data, it has received from the Institution.

CLAUSE 4. UKU GROUP'S OBLIGATIONS

4.1 UKU Group shall provide the Institution with all necessary assistance and cooperation in complying with the obligations borne by the Parties on the basis of the Applicable Laws concerning the processing of Personal Data. UKU Group shall provide the Institution with assistance in any event in respect of:

4.1.1. Protection of Personal Data:

a) the prevention of unauthorized persons from gaining access to Personal Data processing systems (physical access control); UKU Group hereby agrees that it shall maintain, in strict confidence and trust, all Personally Identifiable Information from students and such shall not be shared with any other resource or entity that is not specifically described in this Agreement. UKU Group may share Personally Identifiable Information from students with Plagix, LLC provided Plagix, LLC agrees to the same terms and conditions in this DPA by signing a DPA between Plagix, LLC and the Institution with those same terms and conditions.

b) the prevention of Personal Data processing systems from being used without authorization (logins access control);

c) ensuring that Personal Data are protected against accidental destruction or loss (availability control); UKU Group shall take all reasonable steps necessary to ensure that its Authorized Representatives shall Personally Identifiable Information from students solely for purposes related to and in fulfilment of the performance by UKU Group of its obligations pursuant to the DPA,;

d) ensuring that Personal Data cannot be read, copied, modified or deleted without authorization during electronic transmission, transport or storage on storage media, and that the target entities for any transfer of Personal Data by means of data transmission facilities can be established and verified (data transfer control);

e) ensuring that Personal Data are processed solely in accordance with the Instructions specified in this DPA (control of instructions). Personally Identifiable Information of students are used only for Service rendering. Unless the Institution expressly instructs otherwise, UKU Group will not share or reuse Personally Identifiable Information or student data of students for any other purpose beyond what is described in this PDA.

4.2 Assistance in performance of verifications and audits;

4.3 Compliance with requests from law enforcement or another public body;

4.4 Compliance with requests from the Institution;

4.5 Reporting Personal Data Breaches.

4.6. UKU Group shall take all reasonable measures to ensure that the Data Subject can exercise its rights through obtaining requests from the Institution and processing that requests.

4.7 The Parties also agreed that all of the requests from Data Subjects regarding their Personal Data, which is processed under the terms of this DPA shall be considered and replied by the Institution. If UKU Group receives such request it will refer this request to the Institution during 7 (seven) days.

4.8. Providing assistance and cooperation in respect of compliance with requests from law enforcement or another public body is understood to include, but is not limited to, the following obligations for UKU Group:

4.8.1. If UKU Group receives a request or order concerning Personal Data from foreign public body, including but not limited to a request from law enforcement, UKU Group will immediately notify the Institution in so far as this is permitted by law. When handling the request or order, UKU Group will observe all of the Institution's Instructions and provide to the Institution all reasonably required cooperation;

4.8.2. UKU Group shall not provide any more Personal Data than strictly necessary to comply with the request or order.

CLAUSE 5. INSTITUTION'S OBLIGATIONS

5.1 The Institution agrees to:

5.1.1 Arrange Instructions to UKU Group specified in this DPA and determine the purposes and general means of the processing of Data Subjects' Personal Data by UKU Group in accordance with the Applicable Laws.

5.1.2. Comply with its protection, security and other obligations with respect to Data Subjects' Personal Data prescribed by the Applicable Laws for the Institution by:

(a) establishing and maintaining a procedure for the exercise of the rights of the Data Subjects whose Personal Data are processed on behalf of the Institution;

(b) processing only those categories of Personal Data that have been lawfully and validly collected and ensuring that such Personal Data will be relevant and proportionate to the respective uses;

(c) ensuring compliance with the provisions of this DPA.

5.1.3. The Institution shall inform UKU Group without undue delay and comprehensively about any errors or irregularities related to statutory provisions on the processing of Personal Data detected during a verification of the results of such processing.

5.1.4. Obtain necessary consent and have all rights to provide consent for processing of the Personal Data of Data Subjects, including the Personal Data of Data Subjects under eighteen years old in accordance with the Applicable Laws.

CLAUSE 6. ACCESS TO PERSONAL DATA

6.1. UKU Group agrees to limit access to Personal Data for the Recipients of Personal Data to a necessary minimum for the provision of the Service.

6.2. UKU Group will ensure that persons entitled to use a Personal Data processing system (the Recipients of Personal Data) gain access only to such Personal Data as they are entitled to accessing in accordance with their access rights, and that, in the course of processing or use and after storage, Personal Data cannot be read, copied, modified or deleted without authorization (data access control).

6.3. UKU Group shall ensure that any Recipients of Personal Data entrusted with processing of the Personal Data received from Data Subjects under the Agreement and in accordance with this DPA, have undertaken to comply with the data secrecy in accordance with the Applicable Laws and have been duly instructed on the protective regulations of the Applicable Laws. The undertaking to secrecy shall continue after the termination of the above-entitled activities. All above mentioned undertakings will be contemplated in the separate written agreements between UKU Group and the Recipients of Personal Data.

CLAUSE 7. SECURITY

7.1. UKU Group will take appropriate technical and organizational measures to safeguard a level of security attuned to the risk, so that the processing complies with the requirements under the Applicable Laws concerning the processing of Personal Data, and the protection of the rights of Data Subjects is safeguarded (including with respect to personnel, facilities, hardware and software, storage and networks, access controls, monitoring and logging, vulnerability and breach detection, incident response, encryption of Personal Data while in transit and at rest). To this end, UKU Group shall take at least the technical and organizational measures included in Annex A.

7.2. UKU Group may lay down its security policy in writing. At the Institution's request, the Institution may inspect UKU Group's security policy.

CLAUSE 8. AUDITS OBLIGATIONS

8.1. UKU Group may periodically have an independent, external expert to perform an audit in respect of UKU Group's organization, in order to demonstrate that UKU Group complies with the provisions of the Agreement, the DPA, the Applicable Laws concerning the processing of Personal Data.

8.2. Notwithstanding anything to the contrary contained in Clause 8.1, the Institution may audit UKU Group in respect of processing Personally Identifiable Information of students according to the DPA and the Applicable Laws, subject to the following:

8.2.1 any third-party auditor (and all its directors, employees, and contractors) nominated by the Institution is (i) not a competitor of the UKU Group; (ii) independent and free from all conflicts of interest; and (iii) in possession of appropriate professional qualifications and enters into non-disclosure agreements relating to the audit in such terms as the UKU Group may reasonably require;

8.2.2. the scope of the audit, its duration, and the times, dates and places on which it will be carried out are agreed in advance between the Parties;

8.2.3. the Institution may not carry out more than one audit in any rolling 12-month period;

8.2.4. the Institution pays all (i) its own costs and expenses (including fees for the Institution's third-party auditor and its costs and expenses); and (ii) the UKU Group's costs for the support of any such audit.

CLAUSE 9. PERSONAL DATA BREACH

9.1 Without unreasonable delay and no later than within 24 hours after discovery, UKU Group shall notify the Institution of a Personal Data Breach or a reasonable suspicion of a Personal Data Breach. UKU Group shall notify the Institution via the Institution's contact and contact details included in Annex B.

9.2 If and in so far as it is not possible for UKU Group to simultaneously provide all of the information about Data Breach, the information may be provided to the Institution step-by-step without unreasonable delay and

no later than within 24 hours after the discovery.

9.3 UKU Group has organized adequate policy and adequate procedures to detect Personal Data Breaches at the earliest possible stage, to notify the Institution of this no later than within 24 hours, to adequately and immediately respond to this, to prevent or limit (further) unauthorized disclosure, alteration and provision or otherwise unlawful processing, and to prevent repetition of the same.

CLAUSE 10. THIRD PARTIES

10.1 UKU Group is given general authorization to engage Third Parties to process the Personal Data without obtaining any further written, specific authorization from the Institution, provided that UKU Group notifies the Institution in writing about the identity of a potential Third Party before any agreements are made with the relevant Third Party and before the relevant Third Party processes any of the Personal Data. If the Institution wish to object to the relevant Third Party, the Institution shall give notice hereof in writing within seven (7) calendar days from receiving the notification from UKU Group. Absence of any objections from the Institution shall be deemed a consent to the relevant Third Party.

CLAUSE 11. TRANSFER OF PERSONAL DATA

11.1 Personal Data may be transferred to third countries or international organizations only if there is an appropriate level of protection and the Institution has given specific consent and Instruction for this in writing.

11.2 UKU Group cannot independently make decisions about transfer of Personal Data to third countries or international organizations.

CLAUSE 12. CONFIDENTIALITY OF PERSONAL DATA

12.1 All Personal Data are qualified as confidential and must be treated as such.

12.2 The Parties shall keep all Personal Data confidential and shall not disclose them in any way, either internally or externally, except in so far as:

12.2.1 Disclosure and/or provision of the Personal Data is necessary in the context of the performance of the Agreement or the DPA;

12.2.2 Any mandatory statutory provision or court decision requires the Parties to disclose and/or provide the Personal Data, in which case the Parties shall first notify the other Party about this;

12.2.3 Disclosure and/or provision of the Personal Data takes place with prior consent in writing from the other Party.

12.3 Breach of Clause 10.1 and/or Clause 10.2 of this DPA is deemed a Breach of Personal Data.

CLAUSE 13. BREACH AND LIABILITY

13.1 If the Personal Data breach is detected, notified to the Institution and removed in a reasonable period of time, it will not be regarded as breach of DPA and will not influence on validity of the Agreement.

13.2 Each Party's cumulated liability under this DPA shall be calculated proportionately based on the actual performed payments.

13.3 The limitation of liability does not apply to the following:

- a) losses as a consequence of the other Party's gross negligence or willful misconduct;
- b) a Party's expenses and resources used to perform the other party's obligations, including payment obligations, towards a relevant data protection agency or any other authority.

CLAUSE 14. TERM AND TERMINATION

14.1 The term of the DPA is the same as the term of the Agreement. The DPA cannot be terminated separately from the Agreement. Upon termination of the Agreement, the DPA terminates by operation of law, and vice versa.

14.2 UKU Group shall continue to process the Personal Data after the termination of the DPA to the extent it is necessary and required during Service rendering under the Applicable Law.

14.3 At the termination of this DPA, UKU Group and Third-Parties may return the Personal Data processed under this DPA to the Institution, provided that the Institution is not already in possession of the Personal Data. UKU Group is obliged on requirements of the Institution to delete all the Personal Data and provide documentation for such deletion to the Institution.

14.4 The DPA and its performance are governed by the laws of the State of Utah.

14.5 All disputes arising between the Parties in connection with the DPA shall be submitted to the competent court in the place in which the Institution has its registered office.

14.6 This DPA is concluded in two similar copies in English by one for each side.

THUS AGREED BY THE PARTIES:

NAME OF UKU GROUP:

UKU Group Ltd
Company information: registration number HE
325285
Address: Evropis 4 Office 3, Strovolos, Nicosia
2064, Cyprus

NAME OF THE INSTITUTION:

Weber School District

Address: 5320 Adams Ave. Pkwy, Ogden, Utah

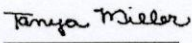
By: **Director Anna Ioannou**

Signature



By: **TANYA MILLER**

Signature



Annex A: Specification of the processing of Personal Data

Version number 1, Date of most recent update: 23.05.2018

These Schedules must be attached to the DPA..

Description of the processing (the technical and organizational measures)
Data at rest (cold storage, backups) is encrypted using 256-bit AES-CBC
Data at transfer is encrypted using protocol HTTPS

THUS AGREED BY THE PARTIES:

NAME OF UKU GROUP:

UKU Group Ltd

Company information: registration number HE 325285

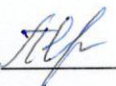
Address: Evropis 4 Office 3, Strovolos, Nicosia 2064, Cyprus

NAME OF THE INSTITUTION:

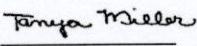
Weber School District

Address: 5320 Adams Ave. Pkwy, Ogden, Utah

By: **Director Anna Ioannou**

Signature 

By: TANYA MILLER

Signature 

Annex B: Contact details

General contact details	Name	Position	Email address
Institution <i>(to be completed by the Institution)</i>			
UKU Group Ltd	UKU Group Ltd	Evropis 4 Office 3, Strovolos, Nicosia 2064, Cyprus	legal@unicheck.com

Contact details in the event of Personal Data Breaches	Name	Position	Email address
Institution <i>(to be completed by the Institution)</i>			
UKU Group	1) Pavlo Kosenko 2) Yehor Melnykov	1) Head of Customer Support 2) CTO	pavlo@unicheck.com y.melnykov@unicheck.com

THUS AGREED BY THE PARTIES:

NAME OF UKU GROUP:

UKU Group Ltd
Company information: registration number HE 325285
Address: Evropis 4 Office 3, Strovolos, Nicosia 2064, Cyprus

By: **Director Anna Ioannou**

Signature



NAME OF THE INSTITUTION:

Weber School District

Address: 5320 Adams Ave. Pkwy, Ogden, Utah

By: **TANYA MILLER**

Signature

