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Exhibit D Data Protection Addendum ("DPA")

1. EUROPEAN ECONOMIC AREA AND UNITED KINGDOM.
With respect to Users located in the European Economic Area ("EEA") or the United Kingdom ("UK"), the following provisions shall apply. In the event of any conflict or inconsistency between this DPA and the [Terms of Service & License Agreement](#), the terms of this DPA shall prevail to the extent of such conflict or inconsistency.

- 1.1 Definitions

"Agreement" Renaissance's [Terms of Service & License Agreement](#)

"Controller" shall have the same meaning as set out in the GDPR.

"Data Protection Legislation" means, as applicable: (1) the GDPR; (2) the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003; (3) the UK Data Protection Act of 2018; and (4) all other applicable laws and regulations relating to the Processing and protection of Personal Data, including where applicable the guidance and codes of practice issued by a Supervisory Authority.

"Data Subject" means any identified or identifiable individual to whom Licensee Personal Data relates (including Users).

"Data Subject Request" means a request made by a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation (including requests to access, rectify, erase, object to, restrict processing of, or port his/her/their Personal Data).

"GDPR" means, as applicable: (1) the General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679) ("EU GDPR") together with any applicable implementing or supplementary legislation in any member state of the EEA; and (2) the EU GDPR as it forms part of UK law by virtue of section 3 of the European Union (Withdrawal) Act 2018, as amended ("UK GDPR").

"Personal Data" shall have the same meaning as set out in the GDPR.

"Processing" shall have the same meaning as set out in the GDPR (and the terms **"Process"** and **"Processes"** shall be construed accordingly).

"Processor" shall have the same meaning as set out in the GDPR.

"Products" means the commercial educational online software products being provided to Licensee under the Agreement. Renaissance products include: Accelerated Reader, Accelerated Math, Star Assessments, Star 360, Star Reading, Star Early Literacy, Star Math, Star Custom,

Star CBM, Freckle, Lalilo, myON, myIGDIs, Schoolzilla, Nearpod. The Freckle and Lalilo products offer both paid and free product-versions ("**Premium Hybrid Products**")

"Restricted Transfer" means the disclosure, grant of access or other transfer of Licensee Personal Data to any person located in: (1) in the context of the EEA, any country or territory outside the EEA which does not benefit from an adequacy decision from the European Commission (an **"EEA Restricted Transfer"**); and/or (ii) in the context of the UK, any country or territory outside the UK which does not benefit from an adequacy decision from the UK Government (a **"UK Restricted Transfer"**), which would be prohibited without a legal basis under Chapter V of the GDPR.

"Security Measures" means the Renaissance security measures for all Products except Nearpod found at [Information Security Overview](#), as revised from time to time. For the Nearpod product security measures, please contact: infosecurity@renaissance.com.

"Special Categories of Data" shall have the same meaning as set out in the GDPR.

"Staff" means all persons employed by Renaissance to perform its obligations under the Agreement together with Renaissance's servants and agents and those of any other member of the Group of companies of which Renaissance is a member, used in the performance of its obligations under the Agreement.

"Standard Contractual Clauses" or **"SCCs"** means the standard contractual clauses approved by the European Commission pursuant to implementing Decision (EU) 2021/914.

"Sub-Processor" means an additional Processor appointed by Renaissance to Process Licensee Personal Data on its behalf, as listed from time to time for all Products except Nearpod at: [Vendors & Hosting Providers](#) and for the Nearpod product at: [Vendors](#).

"Subscription Period" means the time period set forth in the Quote during which Licensee has access to the Products or if no time period is specified in the Quote, means one year from the date the Product is installed on the hosting facility services and is made available to the Licensee unless the Agreement is terminated earlier in accordance with the Agreement, then the time period shall end as of the date of termination.

"Supervisory Authority" shall have the same meaning as set out in the GDPR (and shall also include any equivalent national regulatory body in any non-EEA jurisdiction).

"UK Transfer Addendum" means the template Addendum B.1.0 issued by the UK Information Commissioner's Office (ICO) and laid before Parliament in accordance with s119A of the Data Protection Act 2018

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- on 2 February 2022, as it is revised under Section 18 of the Mandatory Clauses included in Part 2 thereof (the “Mandatory Clauses”).
- 1.2 Compliance with Laws. Each Party shall comply with all applicable Data Protection Legislation applicable to it in its respective Processing of Personal Data under the Agreement.
 - 1.3 Controller and Processor. The Parties acknowledge and agree that, with respect to Personal Data contained in the Licensee Data (“Licensee Personal Data”): (i) Licensee is the Controller and Renaissance is the Processor; and (ii) Renaissance shall Process such Licensee Personal Data strictly on behalf of Licensee for the purposes described in the Agreement or as otherwise agreed in writing by the Parties. Licensee (the Controller) appoints Renaissance as a Processor to Process the Licensee Personal Data as described in the Agreement.
 - 1.4 Value-added Educational Insights & Reports. In the event any Licensee Personal Data contains the Personal Data of pupils located in the United Kingdom, Licensee acknowledges and agrees that such Licensee Personal Data may be shared with the Education Policy Institute and/or the UK Department for Education for the purpose of conducting research on education in the United Kingdom, and Licensee hereby instructs Renaissance to do so. For the avoidance of doubt, Licensee acknowledges and agrees that any reports produced by the Education Policy Institute will only contain anonymized data and such reports may be used by Renaissance for its own purposes (including commercial purposes).
 - 1.5 Anonymized Data. Licensee acknowledges and agrees that Renaissance may use Licensee Personal Data in an anonymized and aggregated format to analyze how Users use the Products and to improve the Products, provided that Renaissance will act as an independent Controller of the Licensee Personal Data in doing so.
 - 1.6 Notices and Consents. Licensee shall provide all notices and obtain all such consents required under applicable Data Protection Legislation from the Data Subjects (or where necessary their parents) to share the Licensee Personal Data with Renaissance via the Products for Renaissance to Process in accordance with the terms of this DPA (collectively, the “Notices and Consents”). Licensee represents and warrants on an ongoing basis that it has obtained and will maintain the Notices and Consents for all Data Subjects through the entire term of the Agreement.
 - 1.7 Details of Processing. Annex 1 (Data Processing Details) sets out certain information regarding Renaissance’s Processing of Licensee Personal Data as required: (i) by Article 28(3) of the GDPR; and (ii) to populate the Standard Contractual Clauses where relevant pursuant to Section 1.10.
 - 1.8 Renaissance Obligations.
 - a. Renaissance shall implement, maintain and use appropriate technical and organizational measures which comply with the requirements of Data Protection Legislation to preserve the confidentiality, integrity and availability of all Licensee Personal Data Processed by Renaissance via the Products. Licensee hereby acknowledges and agrees that it has reviewed the Security Measures and confirmed that it is satisfied with them. Licensee acknowledges and agrees that Renaissance may revise the Security Measures from time to time without notifying Licensee, provided that any such revisions do not decrease the overall level of protection for Licensee Personal Data. Renaissance agrees to perform regular reviews of the Security Measures and perform system auditing to maintain the protection of its systems.
 - b. Renaissance shall take all reasonable steps to ensure the reliability and integrity of any Staff who have access to the Licensee Personal Data and ensure that the Staff (i) are aware of and comply with Renaissance’s duties under this DPA; (ii) are under a duty of confidentiality with respect to their Processing of the Licensee Personal Data; and (iii) have undergone adequate training in the use, care, protection and handling of Licensee Personal Data.
 - c. Renaissance shall use its reasonable efforts to assist Licensee to comply with its obligations under applicable Data Protection Legislation where required, and shall not perform its obligations under the Agreement to the extent that Renaissance is aware, or ought reasonably to have been aware, that the same would cause Licensee to be in breach of such obligations.
 - d. Licensee hereby authorizes Renaissance to appoint the Sub-Processors to process Licensee Personal Data on its behalf. Renaissance shall impose data protection terms on such Sub-Processors that require it to protect the Licensee Personal Data to substantially the same standard as set out in this DPA. Renaissance shall remain liable to Licensee for any act or omission of its Sub-Processors in respect of the Licensee Personal Data. Licensee consents to Renaissance engaging the Sub-Processors for the purposes set forth in the Agreement. Renaissance will inform Licensee of any changes to the Sub-Processors via email to the email address Renaissance has on file 10 days prior to the appointment of the new Sub-Processor(s). Licensee may object to Renaissance’s appointment or replacement of a Sub-Processor prior to its appointment or replacement, provided that such objection is based on reasonable grounds relating to data protection. In such event, Renaissance will either not appoint the new Sub-Processor or

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otherwise resolve the objection to the reasonable satisfaction of the Licensee. If Renaissance is unable to do so, Licensee may terminate the Agreement at any time if the Licensee objects to a new Sub-Processor, in accordance with the terms of this subsection, by providing Renaissance with written notice. If Licensee elects to terminate the Agreement under this subsection, Licensee shall receive a prorated refund of any prepaid fees for the remainder of the Subscription Period.

- e. If it becomes aware of a confirmed breach of security leading to the accidental or unlawful destruction, loss, alternation, unauthorized disclosure of, or access to the Licensee Personal Data (a "**Security Incident**"), Renaissance shall inform Licensee without undue delay with respect to the Security Incident and provide reasonable information and assistance to enable Licensee to fulfil any data breach reporting obligations it may have under (and in accordance with the timescales required by) applicable Data Protection Legislation. Renaissance shall further take any reasonably necessary measures and actions to remedy or mitigate the effects of the Security Incident and shall keep Licensee notified of all material developments in connection with the Security Incident.
- f. Renaissance shall make available to Licensee reasonable information and documentation necessary to demonstrate Renaissance's compliance with its obligations under this DPA. If Licensee (acting reasonably and in good faith) considers that the information provided in accordance with this Section is not sufficient to demonstrate Renaissance's compliance with its obligations under this DPA, or where otherwise required by applicable Data Protection Legislation or a Supervisory Authority, Licensee may perform on-site audits at the Renaissance processing facilities that provide the Services to Licensee, subject to the following: (i) on-site audits may only be carried out once per calendar year; (ii) requests for on-site audits shall be made in writing by Licensee at least thirty (30) days in advance and shall specify the scope of the information sought and the specific purpose of the audit; (iii) on-site audits shall be conducted during normal business hours for the relevant facility and shall be coordinated with Renaissance so as to cause minimal disruption to Renaissance's business operations; (iv) on-site audits will be conducted at Licensee's expense; and (v) on-site audits shall be performed by Licensee's employees and/or a reputable third party auditor agreed to by both Parties, who shall at all times be bound by a confidentiality agreement and shall be accompanied by a representative of Renaissance.

- g. Data Subject Requests. Users may review and amend their Personal Data by contacting the Licensee and following the Licensee's procedures for amending Personal Data. Licensee shall handle all Data Subject Requests in accordance with applicable Data Protection Legislation. To the extent the Licensee cannot amend the Licensee Personal Data, the Licensee may contact Renaissance and Renaissance, with Licensee's express written permission, will make such amendment according to applicable Data Protection Legislation. Renaissance shall forward to Licensee any Data Subject Request (or purported Data Subject Request) it receives from a Data Subject (or a third party on his/her behalf) relating to the Licensee Personal Data within 5 working days of receipt, and shall provide reasonable assistance to Licensee in responding to such Data Subject Request.

- h. Notices and Complaints. Unless otherwise prohibited by law, Renaissance shall notify Licensee within 5 working days if it receives: (i) any request, complaint or communication relating to the Licensee's obligations under applicable Data Protection Legislation; (ii) any communication from a Supervisory Authority in connection with the Licensee Personal Data; or (iii) a request from any third party for disclosure of any Licensee Personal Data where compliance with such request is required or purported to be required by applicable law.

1.9 Authorized Disclosure of Licensee Data and Licensee Personal Data

- a. Licensee hereby acknowledges and agrees that Renaissance may disclose Licensee Data, including Licensee Personal Data therein, to a third party to the extent: (a) that such third party is the provider of a Third Party Services; and/or (b) authorized by Licensee in writing; and/or (c) authorized by Licensee via the User of the Administrator Account by enabling the data sharing feature from within the Products (each an "**Authorization**"). Licensee acknowledges and agrees that each Authorization will result in Licensee electing, in its sole discretion, to transfer (the "**Transfer**") the Licensee Data, including Licensee Personal Data therein, selected by Licensee (the "**Disclosed Information**") to the recipients that Licensee selects (the "**Recipients**").
- b. Licensee warrants that the User of the Administrator Account shall be an individual or individuals elected by Licensee to have sufficient authority to authorize the Transfer of Licensee Data, including Licensee Personal Data therein, to the Recipients on behalf of the Licensee.
- c. Licensee acknowledges that the Disclosed Information may contain Personal Data and may be subject to applicable Data Protection Legislation.

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Licensee will hold Renaissance harmless, and not liable in any way, in respect of any disclosure of Personal Data to the Recipients pursuant to an Authorization.

- d. In the event that this Section 1.9 applies, Licensee shall ensure that it fully complies with its obligations as Controller and shall be fully responsible for notifying and obtaining any necessary consents or authorization from the Data Subjects (or where necessary their parents) regarding the disclosure and subsequent Processing of their Personal Data by the Recipients.
- e. Renaissance makes no warranty that: (i) any Disclosed Information is complete and accurate; (ii) any Transfer is in compliance with applicable Data Protection Legislation or Licensee's organization's policies; (iii) the use of the Disclosed Information by the Recipient is valid and in compliance with applicable Data Protection Legislation and Licensee's organization's policies; or (iv) the Disclosed Information will remain secure upon transfer to the Recipient, and disclaims any responsibility in respect of any Transfer. Licensee acknowledges that the Disclosed Information will be provided on as "as is", "as available" basis.

1.10 International Transfers of Licensee Personal Data.

- a. Licensee acknowledges and agrees that Renaissance may from time to time store and Process Licensee Personal Data outside of the EEA or UK.

EEA Restricted Transfers

- b. To the extent that any Processing of Licensee Personal Data under this DPA involves an EEA Restricted Transfer from Licensee to Renaissance, the Parties shall comply with their respective obligations set out in the SCCs, which are hereby deemed to be:
 - i. populated in accordance with Part 1 of Annex 2 (Population of SCCs); and
 - ii. entered into by the Parties and incorporated by reference into this DPA.

UK Restricted Transfers

- c. To the extent that any Processing of Licensee Personal Data under this DPA involves a UK Restricted Transfer from Licensee to Renaissance, the Parties shall comply with their respective obligations set out in the SCCs, which are hereby deemed to be:
 - i. varied to address the requirements of the UK GDPR in accordance with UK Transfer Addendum;
 - ii. populated in accordance with Part 2 of Annex 2 (Population of SCCs); and

- iii. entered into by the Parties and incorporated by reference into this DPA.

Adoption of new transfer mechanism

- d. Renaissance may, on written notice to Licensee, vary this DPA and replace the relevant SCCs with:
 - i. any new form of the relevant SCCs or any replacement thereof prepared and populated accordingly; or
 - ii. another transfer mechanism other than the SCCs, that enables the lawful transfer of Personal Data from Licensee to Renaissance under this DPA in compliance with Data Protection Legislation.

Conflicts

- e. In the event of any conflict between the terms of this DPA and the terms of the applicable SCCs, the terms of the applicable SCCs shall prevail to the extent of such conflict.

Provision of full-form SCCs

- f. If required by any Supervisory Authority or the mandatory laws or regulatory procedures of any jurisdiction in relation to an EEA Restricted Transfer and/or UK Restricted Transfer, the Parties shall execute or re-execute the applicable SCCs as separate documents setting out the proposed transfers of Licensee Personal Data in such manner as may be required.

1.11 Data Retention.

- 1.11.1 All Products excluding Nearpod and Premium Hybrid Products: For a period of 30 days following the termination or expiration of the Subscription Period and/or upon confirmation that Licensee will not be renewing, Licensee will be able to retrieve a copy of Licensee Personal Data using the self-service feature via their account (to the extent such functionality exists in the Products). In the event a self-service functionality does not exist within the Product, Licensee may reach out to customer support for assistance. Licensee Personal Data will be deleted: (i) from Renaissance's primary data center within 90 days of the termination or expiration of the Subscription Period; and (ii) from all backups within 180 days of the termination or expiration of the Subscription Period. Licensee Data that does not include Personal Data may remain on Renaissance's systems and Renaissance may continue to use that information in accordance with the Agreement. Reactivation prior to deletion of Licensee Personal Data can only occur upon written request by an authorized representative of the Licensee.

- 1.11.2 Premium Hybrid Products: Following the termination or expiration of the Subscription

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Period and/or upon confirmation that Licensee will not be renewing, Lalilo and Freckle products will be downgraded to the freemium user experience. Personal Data will be deleted following 13 months of account inactivity or upon request to Renaissance: privacy@renaissance.com.

1.11.3 Nearpod: Nearpod's data retention practices can be found in the section: "[How Can You Access, Delete or Change Personally Identifiable Information](#)"

1.12 Data Protection Impact Assessment: If Renaissance believes or becomes aware that its Processing of the Licensee Personal Data is likely to result in a high risk to the data protection rights and freedoms of Data Subjects, it shall inform Licensee and provide reasonable assistance to Licensee (at Licensee's expense) in connection with any data protection impact assessment that may be required under applicable Data Protection Legislation.

2. **OTHER COUNTRIES.** With respect to Users located in any country outside the EEA and the UK, the following provisions shall apply. In the event of any conflict or inconsistency between this DPA and the Agreement, the terms of this DPA shall prevail to the extent of such conflict or inconsistency.

2.1 Definitions

"**Data Protection Legislation**" means applicable federal, state, local, municipal, and foreign laws and regulations applicable to personal information.

"**Licensee Personal Data**" means Personal Data contained in the Licensee Data.

"**Personal Data**" shall have the same meaning as set out in the applicable Data Protection Legislation, or if no such meaning exists, means information about a User that can be used on its own or with other information to identify, contact, or locate a single individual, including, but not limited to, the following: (i) any information that can be used to distinguish or trace an individual's identity such as full name, social security number, date and place of birth, mother's maiden name, or biometric records; (ii) any other information that is linked or linkable to an individual such as medical, educational, financial, and employment information; or (iii) two or more pieces of information that separately or when linked together can be used to reasonably ascertain the identity of the person.

"**Process**" shall have the same meaning as set out in the applicable Data Protection Legislation, or if no such meaning exists, it shall have the meaning set forth in the Data Protection Legislation applicable to the United Kingdom (and the terms "**Process**" and "**Processes**" shall be construed accordingly).

"**Products**" means the commercial educational online software products being provided to Licensee under the

Agreement. Renaissance products include: Accelerated Reader, Accelerated Math, Star Assessments, Star 360, Star Reading, Star Early Literacy, Star Math, Star Custom, Star CBM, Freckle, myON, myGDIs, Lalilo, Nearpod and Schoolzilla.

2.2 Compliance with Laws. Each Party shall comply with all applicable Data Protection Legislation applicable to it in its respective Processing of Personal Data under the Agreement.

2.3 Notices and Consents. Licensee shall provide all notices and obtain all such consents required under applicable Data Protection Legislation from the Users (or where necessary their parents) to share their Personal Data with Renaissance via the Products for Renaissance to Process in accordance with the terms of this DPA (collectively, the "**Notices and Consents**"). Licensee represents and warrants on an ongoing basis that it has obtained and will maintain the Notices and Consents for all Users through the entire term of the Agreement.

2.4 Renaissance Obligations.

a. Renaissance shall implement, maintain and use appropriate technical and organizational measures which comply with the requirements of Data Protection Legislation to preserve the confidentiality, integrity and availability of all Licensee Personal Data Processed by Renaissance via the Products. Licensee hereby acknowledges and agrees that it has reviewed the Security Measures and confirmed that it is satisfied with them. Licensee acknowledges and agrees that Renaissance may revise the Security Measures from time to time without notifying Licensee, provided that any such revisions do not decrease the overall level of protection for Licensee Personal Data. Renaissance agrees to perform regular reviews of the Security Measures and perform system auditing to maintain the protection of its systems.

b. Licensee hereby authorizes Renaissance to appoint the Sub-Processors to process Licensee Personal Data on its behalf. Renaissance shall impose data protection terms on such Sub-Processors that require it to protect the Licensee Personal Data to the standard required by applicable Data Protection Legislation. Renaissance shall remain liable to Licensee for any act or omission of its Sub-Processors in respect of the Licensee Personal Data. Licensee consents to Renaissance engaging the Sub-Processors for the purposes set forth in the Agreement.

c. If it becomes aware of a confirmed breach of security leading to the accidental or unlawful destruction, loss, alternation, unauthorized disclosure of, or access to the Licensee Personal Data (a "**Security Incident**"), Renaissance shall inform Licensee without undue delay with respect to the Security

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Incident and provide reasonable information and assistance to enable Licensee to fulfil any data breach reporting obligations it may have under (and in accordance with the timescales required by) applicable Data Protection Legislation. Renaissance shall further take any reasonably necessary measures and actions to remedy or mitigate the effects of the Security Incident and shall keep Licensee notified of all material developments in connection with the Security Incident.

2.5 User Inquiries. Users may review and amend Personal Data by contacting the Licensee and following the Licensee's procedures for amending Personal Data. Licensee shall handle all User inquiries in accordance with applicable Data Protection Legislation. To the extent the Licensee cannot amend the Licensee Personal Data, the Licensee may contact Renaissance and Renaissance, with Licensee's express written permission, will make such amendment according to applicable Data Protection Legislation.

2.6 Authorized Disclosure of Licensee Data and Licensee Personal Data.

- a. Licensee hereby acknowledges and agrees that Renaissance may disclose Licensee Data, including Licensee Personal Data therein, to a third party to the extent: (a) that such third party is the provider of a Third Party Services; and/or (b) authorized by Licensee in writing; and/or (c) authorized by Licensee via the User of the Administrator Account by enabling the data sharing feature from within the Products (each an "**Authorization**"). Licensee acknowledges and agrees that each Authorization will result in Licensee electing, in its sole discretion, to transfer (the "**Transfer**") the Licensee Data, including Licensee Personal Data therein, selected by Licensee (the "**Disclosed Information**") to the recipients that Licensee selects (the "**Recipients**").
- b. Licensee warrants that the User of the Administrator Account shall be an individual or individuals elected by Licensee to have sufficient authority to authorize the Transfer of Licensee Data, including Licensee Personal Data therein, to the Recipients on behalf of the Licensee.
- c. Licensee acknowledges that the Disclosed Information may contain Personal Data and may be subject to applicable Data Protection Legislation. Licensee will hold Renaissance harmless, and not liable in any way, in respect of any disclosure of Personal Data to the Recipients pursuant to an Authorization.
- d. In the event that this Section 2.6 applies, Licensee shall ensure that it fully complies with its obligations as Controller and shall be fully responsible for notifying and obtaining any necessary consents or authorization from the Data Subjects (or where

necessary their parents) regarding the disclosure and subsequent Processing of their Personal Data by the Recipients.

- e. Renaissance makes no warranty that: (i) any Disclosed Information is complete and accurate; (ii) any Transfer is in compliance with applicable Data Protection Legislation or Licensee's organization's policies; (iii) the use of the Disclosed Information by the Recipient is valid and in compliance with applicable Data Protection Legislation and Licensee's organization's policies; or (iv) the Disclosed Information will remain secure upon transfer to the Recipient, and disclaims any responsibility in respect of any Transfer. Licensee acknowledges that the Disclosed Information will be provided on as "as is", "as available" basis.

2.7 Data Retention.

2.7.1 All Products excluding Nearpod and Premium Hybrid Products: For a period of 30 days following the termination or expiration of the Subscription Period and/or upon confirmation that Licensee will not be renewing, Licensee will be able to retrieve a copy of Licensee Personal Data using the self-service feature via their account (to the extent such functionality exists in the Products). In the event a self-service functionality does not exist within the Product, Licensee may reach out to customer support for assistance. Licensee Personal Data will be deleted: (i) from Renaissance's primary data center within 90 days of the termination or expiration of the Subscription Period; and (ii) from all backups within 180 days of the termination or expiration of the Subscription Period. Licensee Data that does not include Personal Data may remain on Renaissance's systems and Renaissance may continue to use that information in accordance with the Agreement. Reactivation prior to deletion of Licensee Personal Data can only occur upon written request by an authorized representative of the Licensee.

2.7.2 Premium Hybrid Products: Following the termination or expiration of the Subscription Period and/or upon confirmation that Licensee will not be renewing, Lalilo and Freckle products will be downgraded to the freemium user experience. Personal Data will be deleted following 13 months of account inactivity or upon request to Renaissance: privacy@renaissance.com.

2.7.3 Nearpod: Nearpod's data retention practices can be found in the section entitled: "[How Can You Access, Delete or Change Personally Identifiable Information](#)"

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ANNEX 1

DETAILS OF PROCESSING

Renaissance's activities

Renaissance offers an education technology platform to Licensee, including software solutions for online reading, online quizzing and assessments in various subjects (math, literature, etc.).

Subject matter and duration of the Processing of Licensee Personal Data

The subject matter and duration of the Processing of the Licensee Personal Data are set out in the Agreement and the DPA.

The nature and purpose of the Processing of Licensee Personal Data

Renaissance will Process the Licensee Personal Data to deliver the Services to Licensee pursuant to the Agreement or as otherwise set out in the Agreement and the DPA.

The types of Personal Data to be Processed

This varies depending on the Product(s) licensed by Licensee. Please refer to the full data elements list by Product available at:

- All Products except Nearpod: <https://doc.renlearn.com/KMNet/R62941.pdf>.
- Nearpod: <https://doc.renlearn.com/KMNet/R63576.pdf>

The Special Categories of Data to be Processed

Demographic information such as: race, gender, specialized learning plan, free-school-meals – these fields are optional, meaning that Licensee is free to enter this information if Licensee would like additional insights into its pupils. However, Renaissance does not require these fields in order for its Products to operate.

The categories of Data Subjects to whom the Licensee Personal Data relates

Users, pupils, parents/guardians, teachers, administrators.

Authorized Sub-Processors

Licensee hereby authorizes Renaissance to appoint the Sub-Processors .

Data retention

Renaissance will delete the Licensee Personal Data from its systems on termination or expiration of the Agreement in accordance with Section 1.11 of the DPA.

Competent Supervisory Authority

The competent Supervisory Authority should be the authority in the country where the Licensee is established.

POPULATION OF SCCs

Notes:

- In the context of any EEA Restricted Transfer, the SCCs populated in accordance with Part 1 of this Annex 2 are incorporated by reference into and form an effective part of the DPA.
- In the context of any UK Restricted Transfer, the SCCs as varied by the UK Transfer Addendum and populated in accordance with Part 2 of this Annex 2 are incorporated by reference into and form an effective part of the DPA.

PART 1: EEA RESTRICTED TRANSFERS

1. SIGNATURE OF THE SCCs

Where the SCCs apply in accordance with Section 1.10. of the DPA, each of the Parties is hereby deemed to have signed the SCCs at the relevant signature block in Annex I to the Appendix to the SCCs.

2. MODULE

Module Two of the SCCs shall apply to any EEA Restricted Transfer.

3. POPULATION OF THE BODY OF THE SCCs

3.1 The SCCs shall be populated as follows:

- (a) The optional 'Docking Clause' in Clause 7 is not used and the body of that Clause 7 is left intentionally blank.
- (b) In Clause 9, OPTION 2: GENERAL WRITTEN AUTHORISATION applies, and the minimum time period for advance notice of the addition or replacement of Sub-Processors shall be the advance notice period set out in Section 1.8(d) of the DPA.
- (c) In Clause 11, the optional language is not used and is deleted.
- (d) In Clause 13, all square brackets are removed and all text therein is retained.
- (e) In Clause 17, OPTION 1 applies, and the Parties agree that the SCCs shall be governed by the law of Ireland in relation to any EEA Restricted Transfer.
- (f) For the purposes of Clause 18, the Parties agree that any dispute arising from the SCCs in relation to any EEA Restricted Transfer shall be resolved by the courts of Ireland, and Clause 18(b) is populated accordingly.

4. POPULATION OF ANNEXES TO THE SCCs

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4.1 Annex I to the Appendix to the SCCs is populated with the corresponding information detailed in Annex 1 to the DPA, with Licensee being 'data exporter' and Renaissance being 'data importer'.

4.2 Part C of Annex I to the Appendix to the SCCs is populated as below:

The competent Supervisory Authority shall be determined as follows:

- Where Licensee is established in an EU Member State: the competent Supervisory Authority shall be the Supervisory Authority of that EU Member State in which Licensee is established.
- Where Licensee is not established in an EU Member State, Article 3(2) of the GDPR applies and Licensee has appointed an EU representative under Article 27 of the GDPR: the competent Supervisory Authority shall be the Supervisory Authority of the EU Member State in which Licensee's EU representative relevant to the processing hereunder is based (from time-to-time).
- Where Licensee is not established in an EU Member State, Article 3(2) of the GDPR applies, but Licensee has not appointed an EU representative under Article 27 of the GDPR: the competent Supervisory Authority shall be the Supervisory Authority of the EU Member State notified in writing to Renaissance' contact point, which must be an EU Member State in which the Data Subjects whose Personal Data is transferred under these Clauses in relation to the offering of goods or services to them, or whose behavior is monitored, are located.

4.3 Annex II to the Appendix to the SCCs is populated by reference to the Security Measures.

PART 2: UK RESTRICTED TRANSFERS

Where relevant in accordance with Section 1.10. of the DPA, the SCCs also apply in the context of UK Restricted Transfers as varied by the UK Transfer Addendum in the manner described below:

- (a) Part 1 of the UK Transfer Addendum. As permitted by Section 17 of the UK Transfer Addendum, the Parties agree that:
- (i) Tables 1, 2 and 3 of Part 1 of the UK Transfer Addendum are deemed populated with the corresponding details set out in Annex 1 to the DPA and the foregoing provisions of Part 1 of Annex 2 (subject to the variations effected by the Mandatory Clauses described in (b) below); and
 - (ii) Table 4 of Part 1 of the UK Transfer Addendum is completed by the box labelled 'Data Importer' being deemed to have been ticked.
- (b) Part 2 of the UK Transfer Addendum. The Parties agree to be bound by the Mandatory Clauses of the UK Transfer Addendum.

In relation to any UK Restricted Transfer to which they apply, where the context permits and requires, any reference in the DPA to the SCCs shall be read as a reference to those SCCs as varied in the manner set out in this Part 2.