Amendment to Seesaw Data Processing Agreement
(UK Addendum Amendment)

How to execute this UK Addendum Amendment

1. In the table below, please include:
   a. The customer name that has signed a Data Processing Agreement ("DPA") with Seesaw;
   b. The registered address of customer;
   c. The date of your DPA with Seesaw Learning, Inc.; and
   d. Your quote number as set out on the applicable Seesaw Learning, Inc. order form.
2. Please complete the information in the signature box and sign on the next page.
3. Send the signed UK Addendum Amendment to gdpr@seesaw.me, indicating the customer name and your quote number.
4. This UK Addendum Amendment has been pre-signed on behalf of Seesaw Learning, Inc.

Customer Full Legal Name:	
Customer's Registered Address:	
Date of DPA:	
Quote Number:	

The entity as set out in the table above ("Customer") has entered into a Data Processing Agreement by signature with Seesaw Learning, Inc. having its principal place of business at 548 Market Street, PMB 98963, San Francisco, CA 94104 ("Seesaw"). Customer and Seesaw are together referred to as the "Parties". Now the Parties wish to amend the terms of the DPA as set out in this "UK Addendum Amendment". This UK Addendum Amendment shall be effective as of the last date of the signature of the Parties listed below (the "Amendment Effective Date") unless otherwise stated herein.

This UK Addendum Amendment amends the DPA as follows:

1. Modification to section 7.3 EEA, Swiss, and UK Controller to Processor Standard Contractual Clauses

The provision of section 7.3 EEA, Swiss, and UK Controller to Processor Standard Contractual Clauses of the DPA are replaced by the following:

"7.3 EEA Controller to Processor Standard Contractual Clauses. If Customer Data originating in the European Economic Area is transferred by Customer to Seesaw in a country that has not been found to provide an adequate level of protection under applicable Data Protection Laws, the parties agree that the transfer shall be governed by the Controller to Processor Standard

*Contractual Clauses (**Module Two**) attached hereto as **Exhibit C**. The parties agree that: (i) the certification of deletion required by Clause 8.5 and Clause 16(d) of the Controller to Processor Standard Contractual Clauses will be provided upon Customer's written request; (ii) the measures Seesaw is required to take under Clause 8.6(c) of the Controller to Processor Standard Contractual Clauses will only cover Seesaw's impacted systems; (iii) Seesaw may engage Subprocessors using European Commission Decision C(2010)593 Standard Contractual Clauses for Controllers to Processors or any other adequacy mechanism provided that such adequacy mechanism complies with applicable Data Protection Laws and such use of Subprocessors shall not be considered a breach of Clause 9 of the Controller to Processor Standard Contractual Clauses; (iv) the termination right contemplated by Clause 14(f) and Clause 16(c) of the Controller to Processor Standard Contractual Clauses will be limited to the termination of the Controller to Processor Standard Contractual Clauses, in which case, the corresponding Processing of Customer Data affected by such termination shall be discontinued unless otherwise agreed by the parties; (v) unless otherwise stated by Seesaw, Customer will be responsible for communicating with data subjects pursuant to Clause 15.1(a) of the Controller to Processor Standard Contractual Clauses; (vi) the information required under Clause 15.1(c) will be provided upon Customer's written request; (vii) notwithstanding anything to the contrary, Customer will reimburse Seesaw for all costs and expenses incurred by Seesaw in connection with the performance of Seesaw's obligations under Clause 15.1(b) and Clause 15.2 of the Controller to Processor Standard Contractual Clauses without regard for any limitation of liability set forth in the Agreement; and (vii) the audit described in Clause 8.9 of the Standard Contractual Clauses shall be carried out in accordance with Section 6 of this DPA. Each party's signature to this DPA shall be considered a signature to the Standard Contractual Clauses to the extent that the Standard Contractual Clauses apply hereunder."*

2. <u>Modification to section 7.5 EEA, Swiss, and UK Controller to Processor Standard Contractual Clauses</u>

The provision of section 7.5 EEA, Swiss, and UK Processor to Controller Standard Contractual Clauses of the DPA are replaced by the following:

*"7.5 <u>EEA Processor to Controller Standard Contractual Clauses</u>. If Customer Data originating in the European Economic Area is transferred by Seesaw to Customer in a country that has not been found to provide an adequate level of protection under applicable Data Protection Laws, the parties agree that the transfer shall be governed by the Processor to Controller Standard Contractual Clauses (**Module Four**), attached hereto as **Exhibit E**. The parties agree that: (i) the information required by Clause 8.1(d) of the Processor to Controller Standard Contractual Clauses will be provided upon Customer's written request, and (ii) the audit described in Clause 8.3(b) of the Processor to Controller Standard Contractual Clauses shall be carried out in accordance with Section 6 of this DPA. Each party's signature to this DPA shall be considered a signature to the Processor to Controller Standard Contractual Clauses to the extent that the Processor to Controller Standard Contractual Clauses apply hereunder.*

7.6 <u>Data Exports from the United Kingdom under the Standard Contractual Clauses.</u> For data transfers governed by UK Data Protection Laws and Regulations, the Mandatory Clauses of the Approved Addendum, being the template Addendum B.1.0 issued by the ICO and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 2 February 2022, as revised under Section 18 of those Mandatory Clauses ("Approved Addendum") shall apply (Annex III).

7.7 <u>Data Exports from Switzerland under the Standard Contractual Clauses.</u> For data transfers governed by Swiss Data Protection Laws, the Standard Contractual Clauses also apply to the transfer of information relating to an identified or identifiable legal entity where such information is protected similarly as Personal Data under Swiss Data Protection Laws until such laws are amended to no longer apply to a legal entity."

3. <u>Modification to Exhibit C, Annex III Standard Data Protection Clauses to be issued by the Commissioner under S119A(1) Data Protection Act 2018</u>

Exhibit C, Annex III Standard Data Protection Clauses to be issued by the Commissioner under S119A(1) Data Protection Act 2018 of the DPA are replaced by the following:

"Standard Data Protection Clauses to be issued by the Commissioner under S119A(1) Data Protection Act 2018

International Data Transfer Addendum to the EU Commission Standard Contractual Clauses

PART I

Table 1: Parties

The information required for Table 1 of Part One of the Approved Addendum is set out in Exhibit C, Annex I of this DPA.

Table 2: Selected SCCs, Modules and Selected Clauses

The information required for Table 2 of Part One of the Approved Addendum is set out in Exhibit C and E of this DPA (as applicable).

Table 3: Appendix Information

The information required for Table 3 of Part One of the Approved Addendum is set out in Exhibit D and Exhibit C, Annex I of this DPA (as applicable).

Table 4: Ending this Addendum when the Approved Addendum Changes

For the purposes of Table 4 of Part One of the Approved Addendum, neither party may end the Approved Addendum when it changes.

PART II

Mandatory Clauses of the Approved Addendum, being the template <u>Addendum B.1.0</u> issued by the ICO and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 2 February 2022, as it is revised under Section 18 of those Mandatory Clauses."

Effects of Amendment. Subject to the modifications set forth in this UK Addendum Amendment, the Agreement remains in full force and effect.

Counterparts. This UK Addendum Amendment may be executed electronically and in counterparts.

The parties' authorized signatories have duly executed this Addendum as of the Amendment Effective Date:
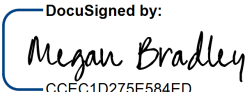
Customer:	**Seesaw Learning, Inc.**
Signature:	Signature: *Megan Bradley* DocuSigned by: CCEC1D275E584ED...
Name:	Name: Megan Bradley
Title:	Title: Counsel
Date:	Date: 11/8/2022