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Agreement on the processing of personal data on behalf of Art. 28 para. 3 of the General Data
Protection Regulation (DSGVO)
between
....
- Responsible party (hereinafter referred to as the client) -

and

Terra Infinity UG, Adams-Lehmann-Str. 60, 80797 Munich, Germany - Processor
(hereinafter referred to as Contractor) -.

Preamble

This Agreement governs the obligations of the contracting parties pursuant to Article 28 (3) of the GDPR
and in this respect supplements the contract dated ...... (date) (hereinafter referred to as "Order"). It
shall apply to all processing of personal data in connection with the Order and in which the Contractor
or third parties commissioned by the Contractor process personal data for the Client.

1. subject matter, duration and specification of the commissioned processing

1.1 Nature, purpose and subject of processing
Duration of Processing This Agreement shall enter into force - unless otherwise agreed - upon signature
of both Parties and shall apply as long as the Contractor processes personal data for the Customer.
Nature of the personal data processed The Contractor shall process personal data collected through the
Service by the
Customer (or at its instruction), transmitted, stored, imported, sent or received. The scope of the data is
determined and controlled at the sole discretion of these subjects. Data includes the following
categories:
- Contact information (name, email, phone number, username, etc.).
- Communications (messages between users, discussions, comments on posts, notifications, etc.)
- Course materials
- Evaluations, assessment results, and grades
- Calendar entries and event data
- Documents, presentations, images, homework, assignments, etc.
Categories of data subjects
The processing of personal data by the Service on behalf of the Client may include, but is not limited to,
personal data relating to the following categories of data subjects:
- Client's employees, including teachers, administrators, instructors, mentors, and others
- other employees and contractors of Client, and any other Authorized Users of Client who submit
Personal Data through the Service, including students and parents.
1.2 The Services agreed to in this Agreement shall be provided exclusively in a member state of the
European Union or in a state party to the Agreement on the European Economic Area. Any relocation of

the services or of partial work in this regard to a third country requires the prior consent of the Client and may only take place if the special requirements of Art. 44 et seq. DSGVO are fulfilled.

2 Rights and Duties of the Contractor

2.1 The Contractor shall process data of data subjects exclusively within the framework of the agreements made and the documented instructions of the Customer and in accordance with the provisions of data protection law, unless it is obligated to process data otherwise by the law of the Union or the Member States to which the Contractor is subject. In the latter case, the Contractor shall notify the Customer of these legal requirements prior to the processing, unless the relevant law prohibits such notification due to an important public interest (Article 28 (3) sentence 2 letter a DSGVO). The Contractor shall not use the data provided for processing for any other purposes and in particular not for its own purposes. Copies of the data shall not be made without being regulated in the order or in this contract.

If instructions from the Customer are initially given verbally, they shall be confirmed in writing or electronically without delay.

2.2 The Contractor shall inform the Client without undue delay if it is of the opinion that an instruction violates statutory provisions (Article 28 (3) sentence 3 DSGVO). If the legality of an instruction is doubtful, the Contractor shall be entitled to suspend the implementation of the instruction until it is confirmed or amended by the Client. If there are serious violations of personal rights or if the Contractor assumes the risk of a criminal act when acting in accordance with instructions, it may suspend the implementation of the instruction until the parties have found an amicable solution.

2.3 The Contractor shall design its internal organization in such a way that it meets the requirements of data protection. In particular, it shall take appropriate technical and organizational measures to ensure protection of the Customer's data commensurate with the risk (Art. 32 (1) GDPR).

2.4 The Contractor shall support the Client, where possible, with appropriate technical and organizational measures in the fulfillment of requests by data subjects to exercise the rights set forth in Chapter III of the GDPR (Art. 28(3)(e) GDPR) and shall support the Client, taking into account the information available to it, in complying with the obligations set forth in Articles 32 to 36 GDPR, such as required data protection impact assessments (Art. 28(3) sentence 2(f) GDPR).

2.5 The Contractor shall ensure that the employees involved in the processing of the Client's data and other persons working for the Contractor are prohibited from processing the data outside of the instruction. Furthermore, the Contractor warrants that the persons authorized to process the Personal Data have committed themselves to confidentiality or are subject to appropriate legal secrecy. The confidentiality/confidentiality obligation shall continue to exist after termination of the order.

2.6 The Contractor shall inform the Client without delay if it becomes aware of any violations of the Client's personal data protection within the scope of the contractual relationship. He shall take the necessary measures to secure the data and to mitigate any possible adverse consequences for the persons concerned.

2.7 The Contractor shall correct, delete or block the data that is the subject of the contract if the Client instructs it to do so and this is covered by the scope of the instruction, unless the instruction contradicts any statutory retention obligations.

2.8 After the end of the order, data, data carriers and other materials shall either be returned or deleted upon request and at the discretion of the Client, unless there is an obligation under Union law or the law of the Member States to continue storing the personal data.

2.9 In the event of a claim being made against the Client by a person with regard to any claims for damages pursuant to Art. 82 DSGVO, the Contractor undertakes to support the Client in defending the claims to the extent of its possibilities.

3. rights and obligations of the client

3.1 Within the scope of this Agreement, the Principal shall be responsible for compliance with the statutory provisions of the data protection laws, in particular for assessing the lawfulness of the processing pursuant to Art. 6 (1) DSGVO, the transfer of data to the Contractor and for safeguarding the rights of the data subjects pursuant to Art. 12 to 22 DSGVO ("Controller" within the meaning of Art. 4 No. 7 DSGVO).

3.2 The Customer shall inform the Contractor without delay if it discovers errors or irregularities in the order results with regard to data protection provisions.

3.3 In the event of a claim being made against the Contractor by a person with regard to any claims for damages pursuant to Art. 82 DSGVO, the Customer undertakes to support the Contractor in defending the claims within the scope of its possibilities.

3.4 The Customer is obligated to treat all knowledge of trade secrets and data security measures of the Contractor obtained within the framework of the contractual relationship as confidential. This obligation shall remain in force even after termination of this agreement. The powers of the supervisory authorities - in particular pursuant to Art. 58 (1) DSGVO - shall remain unaffected hereby.

4. requests by data subjects

If a data subject asserts its rights pursuant to Art. 15 et seq. DSGVO against the Contractor, the Contractor shall refer the data subject to the Client, provided that an assignment to the Client is possible on the basis of the data subject's information. Pursuant to No. 2.4 of this agreement, the contractor shall support the

Customer with suitable technical and organizational measures, if possible.

5. Control Rights of the Customer

5.1 The Contractor shall provide the Customer with all necessary information to prove compliance with the obligations set forth in Art. 28 GDPR (Art. 28 (3) sentence 2 letter h GDPR).

5.2 If relevant, the Contractor undertakes to inform the Client without undue delay of the exclusion of approved codes of conduct pursuant to Art. 41 (4) of the GDPR and the revocation of a certification pursuant to Art. 42 (7) of the GDPR.

5.3 The Customer shall be entitled to convince itself of compliance with the technical and organizational measures taken at the Contractor and the obligations set forth in this Agreement before the start of and during the processing.

6 Subcontractors (other processors)

6.1 A subcontractor relationship shall exist if the Contractor commissions other contractors to perform all or part of the service agreed in the contract.

When selecting a subcontractor, the Contractor shall in particular ensure that the subcontractor provides sufficient guarantees that the appropriate technical and organizational measures are

implemented in such a way that personal data are processed in accordance with the requirements of the General Data Protection Regulation.

Services which the Contractor uses from third parties as an ancillary service to support the performance of the order are not to be understood as a subcontractor relationship within the meaning of this regulation. These include, for example, telecommunications services, maintenance and user service (if access to personal data of the Customer is excluded), cleaning staff and auditors. The Contractor shall enter into written agreements with these third parties to the extent necessary to ensure appropriate data protection and information security measures and reserves the right to take control measures to ensure the protection and security of the Customer's data.

6.3 The Contractor shall be liable to the Customer for ensuring that the Subcontractor complies with the data protection obligations contractually imposed on it by the Contractor in accordance with this Section.

7 Liability and Compensation

The contracting parties shall be liable in accordance with the relevant statutory provisions or vis-à-vis data subjects in accordance with Article 82 of the GDPR.

8 Final Provisions

8.1 The Agreement shall apply for an indefinite period and may be terminated at any time.

8.2 The Contractor shall inform the Customer without undue delay if the Customer's data is endangered by attachment or seizure, by insolvency or composition proceedings or by other events or measures of third parties at the Contractor. In this case, the Contractor shall immediately inform all parties involved that the ownership of the data lies exclusively with the Client.

8.3 Amendments and supplements to this Agreement and all of its components - including any warranties of the Contractor - shall require an agreement in writing or in an electronic format which contains the express reference that it is an amendment or supplement to this Agreement.

8.4 Should individual provisions of this Agreement be or become invalid or unenforceable in whole or in part, the validity of the remaining provisions shall not be affected thereby. In this case, the parties shall mutually agree on a new provision or a supplement to the existing provision which replaces or supplements the invalid or unenforceable provision in a manner which comes as close as possible to the provision originally intended by the parties when drafting this Annex, had they considered the invalidity or unenforceability. This shall also apply to loopholes.

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,the place date   ,the place date
- Client -   - Contractor -

ANNEX

Purposes and legal basis of the processing

Terra Infinity, as a data processor, processes on behalf of the data controller

personal data obtained through the eStudy.fm service for the following

Purposes:

- Providing services of the eStudy.fm platform in accordance with the Data Processing Agreement

- Provision of basic technical support related to the services provided through the eStudy.fm platform in accordance with the Data Processing Agreement.

Unless otherwise stated, the legal basis for the processing of the data results from Article 4 (1) of the Bavarian Data Protection Act (BayDSG) in conjunction with Article 6 (1) (1) (e) of the General Data Protection Regulation (DSGVO). Accordingly, we are permitted to process the data necessary to fulfill a task incumbent upon us.

Categories of personal data

The following personal data is collected and processed:

- Full name

- E-mail address, if provided

- Username

Categories of data subjects

- All persons who have created a user account on the eStudy.fm platform, in particular teachers, pupils or students.

Data Processor

Terra Infinity Germany, Munich https://terrainfinity.com

AWS Amazon Germany, Frankfurt https://aws.amazon.com

Provided deadlines for the deletion of the different categories of data.

Your data will only be stored for as long as is necessary for the fulfillment of tasks in compliance with legal retention periods.

All types of personal data will be deleted upon receipt of an instruction to this effect from the customer.

General description of technical and organizational measures according to Art. 32 para. 1 DSGVO, if applicable including measures according to Art. 8 para. 2 sentence 2 BayDSG.

Terra Infinity has implemented the security measures set forth in this Annex (both technical and

as well as organizational) set out in this Annex in accordance with industry standards. Terra Infinity

may update or modify such security measures from time to time, provided that any such

updates and changes do not result in a degradation of the overall security of the Services.

result.

Organizational Measures

The Terra Infinity management team, through an ongoing awareness program, has been

actively participated in the development of an information security culture within the company

and has a management structure in place to support the implementation of information security in its

services with clear roles and responsibilities managed within the organization.

Operations Management

Several industry best practice processes and policies are in place to ensure the

best possible confidentiality, availability and integrity of the platform. These

policies align with stringent requirements in a number of areas, including:

- Information security

- Security of the hosting environment

- Third-party access

- Capacity control

- Change management

- Backup and recovery

- Access control

- documentation

- Logging and monitoring

- Incident response

- Release management

Security Team

Terra Infinity has a team of security professionals who are responsible for the overall information security

of the organization.

Privacy

Terra Infinity has implemented a number of industry-standard measures to prevent

Personal Information from being read, copied, altered, or deleted during transmission or storage,

altered or deleted during transmission or storage. This is accomplished through a variety of industry standard measures

including:

- Use of multi-layered firewalls, VPNs, and encryption technologies to

Protection of gateways and pipelines

- HTTPS encryption (also referred to as SSL or TLS connection) using secure

cryptographic keys

- Remote access to data centers is protected by multiple network security layers

protected

- Particularly sensitive customer data is protected while in storage by encryption

and/or hashing (pseudonymization).

Data centers

Terra Infinity uses only state-of-the-art data centers from AWS Germany, Frankfurt, which have 365/24/7 security and monitoring services and follow only the most advanced security standards. More:

https://aws.amazon.com/de/compliance/germany-data-protection/

Privacy Impact Assessment

A data protection impact assessment according to Art. 35 DSGVO is not required.

Justification:

In the present data processing, only the minimal data is collected (full name, possibly e-mail address). In this context, no connection can be established between the e-mail address and the name. According to the guidelines of the Bavarian State Commissioner for Data Protection (https://www.datenschutz-bayern.de/dsfa/), the present processing does not pose a high risk to the rights and freedoms of natural persons. Therefore, a data protection impact assessment does not need to be carried out.