STANDARD SUBSCRIPTION AGREEMENT TERMS (PRC 2026:1)
Kognity Teaching & Learning Platform Service

1 INTRODUCTION

These standard subscription agreement terms (the "**Standard Terms**") apply to the delivery and use of the Service.

2 DEFINITIONS

2.1 In this document:

"**AI Content**" means any inputs or outputs generated by AI Features;

"**AI Features**" means any generative artificial intelligence, machine learning or similar technologies, feature or capability made available within the Service from time to time;

"**Confidential Information**" means any information that regardless of its form (written or oral) or explicit designation as confidential, by its nature, or the circumstances of its disclosure, makes it reasonably likely that it is confidential;

"**Data Protection Laws**" means all applicable laws, rules and regulations that apply to or govern the processing of personal data, including the General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council ("**GDPR**"), the E-privacy Directive 2002/58/EC, the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018, as well as the Swiss Federal Act on Data Protection (FADP);

"**DPA**" means the data processing agreement between Kognity and Subscriber set out in Appendix 1;

"**Effective Date**" means the start date for the Subscription Plan set out in the Order Form;

"**Feedback**" means comments, suggestions, improvements, ideas or other feedback, whether written or oral;

"**Intellectual Property Rights**" means all copyright and related rights, design rights, registered designs, patents, trade and service marks, database rights, semi-conductor topography rights, know-how, trade secrets, rights in confidential information and all other intellectual property rights, whether registered or unregistered, throughout the world for the full term of the rights concerned;

"**Kognity**" means Kognity AB, a Swedish limited liability company, Reg. No. 559023-5080, with address Linnégatan 87D, 115 23 Stockholm, Sweden, and its affiliates;

"**Order Form**" means the written order form, order confirmation or renewal confirmation entered into by Kognity and Subscriber setting out, among other things, the Subscription Plan and pricing;

"**Privacy Notice**" means Kognity's general privacy notice, available at https://kognity.com/privacy/general-privacy-notice from time to time;

"**Service**" means all educational teaching and learning materials, including textbooks, videos, assessments, practice centers, laboratories, animations and other digital media, provided by Kognity from time to time;

"**Subscriber**" means the subscriber set out in the Order Form;

"**Subscription Agreement**" means the Order Form, these Standard Terms and any supplementary documents referred to in those documents;

"**Subscription Period**" means the subscription period for each Subscription Plan as defined by the access start and end dates set out in the Order Form;

"**Subscription Plan**" means, depending on the context, each or all of the subscriptions plans set out in the Order Form, which can be either for a curricula or a separate feature, functionality or service;

"**Terms of Use**" means Kognity's terms of use, available at https://app.kognity.com/terms/ from time to time;

"**Trial Access**" means trial access for Subscriber for purposes of evaluating the Service, as specified in the Order Form; and

"**Users**" means students, teachers and other Subscriber staff authorized by Subscriber to use the Service.

3 SUPPLY OF SERVICE

3.1 Service provisioning. Subject to Subscriber's compliance with the Subscription Agreement, Kognity will make the Service available to Subscriber in accordance with the Subscription Agreement during the Subscription Period. Kognity grants to Subscriber a non-exclusive, non-transferable and non-sublicensable right to permit Users to remotely access and use the Service solely for Subscriber's own educational purposes as permitted by the Subscription Agreement.

3.2 Administrators. Subscriber may designate one or more Users as administrators to manage its account and Subscription Plan. Kognity is entitled to rely on communications from administrators and other Subscriber personnel when managing or servicing Subscriber.

3.3 Changes to the Service. Kognity may make any changes to the features, functionality, systems and interfaces of the Service, provided that Kognity will notify Subscriber of any material changes in advance if reasonably practicable.

4 KOGNITY WARRANTIES

4.1 Kognity warranties. Kognity will endeavor to ensure that the use of the Service is secure, error-free, and that errors in the Service are reasonably resolved and that the overall system hosting of the Service is free of viruses or other harmful components. Kognity will use its reasonable endeavors to resolve any issues or bugs related to the Service as part of its technical support obligations.

4.2 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN THESE STANDARD TERMS, KOGNITY MAKES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF QUALITY, CONTENT, AVAILABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS, MERCHANTABILITY, OR THAT THE SERVICE WILL BE SECURE, UNINTERRUPTED, OR FREE OF HARMFUL COMPONENTS. SUBSCRIBER ASSUMES FULL RESPONSIBILITY FOR SELECTING THE SERVICE TO ACHIEVE THEIR INTENDED RESULTS.

5 SUBSCRIBER OBLIGATIONS

5.1 Subscriber undertakings. Subscriber confirms that: (i) it is registered and validly existing under the laws of its jurisdiction of registration and will only grant Users access to the Service in that territory; (ii) any information that it submits to Kognity is, and will be, (a) true, accurate and complete, and (b) lawfully shared without any further requirement or condition, including obtaining consent from any User or any third party; (iii) in using the Service, it, and its Users, will comply with (a) any laws and regulations, including Data Protection Laws, (b) the terms of the Subscription Agreement, including these Standard Terms, the DPA and the Terms of Use, and (c) any guidelines communicated by Kognity from time to time; and (iv) it is not named on any list of prohibited or restricted parties published by the European Union, the United Nations, the United States or any other government or international institution, nor is it owned or controlled by or acting on behalf of any such party, and it will not use the Service in violation of any export control laws, trade sanctions or embargoes or in any manner that could cause Kognity or any third party to violate such laws or regulations.

5.2 Acceptable use. Subscriber will not: (i) copy, translate, create a derivative work of, reverse engineer, reverse assemble, disassemble or decompile the Service or attempt to modify the Service in any manner or form; (ii) use the Service in a manner that is unlawful, harmful, obscene, offensive or fraudulent or in violation of any third party rights; (iii) use, or knowingly permit the use of, any security testing tools in order to probe, scan or attempt to penetrate or ascertain the security of the Service; (iv) access the Service by any means other than through the interfaces that are provided by Kognity; or (v) use, or allow any third party to use, the Service in any unauthorized manner, including through time-sharing or use of shared logins, or in breach of the Subscription Agreement. Kognity may suspend access for any User who violates the Subscription Agreement or uses the Service in a way that Kognity reasonably believes could cause a security risk, disrupt its operations or the Service or create liability for Kognity.

6 FEES AND PAYMENT

6.1 Pricing. The pricing and conditions for the Subscription Plan are set out in the Order Form. There is no right to refund, whether due to a reduction in paid-for User numbers or non-use of the Service. Kognity may propose adjustments to the pricing no later than two months prior to the expiration of a Subscription Period. Unless Subscriber cancels the subscription pursuant to Section 7.1, the adjusted pricing will apply on renewal of the Subscription Plan.

6.2 Invoicing. For new subscriptions, Kognity will invoice Subscriber for the full Subscription Period at the start of the Subscription Period. For renewed subscriptions, the invoice will be sent once the last day to give notice of cancellation has passed. Invoiced amounts are in the currency set out in the Order Form, and exclude taxes, levies or duties of any nature, including value-added, sales use or withholding taxes.

6.3 Excess usage. Subscriber will be permitted up to five per cent good faith excess of the parameters of each Subscription Plan (*e.g.* allocated number of paid-for Users) without additional fees (the "**Buffer**"). If Subscriber's use of the Service for any Subscription Plan exceeds the Buffer, Kognity may, during or

after the Subscription Period, issue additional invoices for the full excess use without deduction of the Buffer based on the same pricing structure as the relevant Subscription Plan.

6.4 Payment terms. All invoices are payable within 30 calendar days from the relevant invoice date, unless otherwise agreed in the Order Form. All amounts not paid when due will be subject to penalty interest at a rate of one and one-half per cent monthly, calculated and compounded daily on the amount overdue, as well as compensation for costs for recovery of late payment. If any amounts are overdue, Kognity may restrict Subscriber's access to the Service until payment has been received in full.

7 SUBSCRIPTION PERIOD, TRIAL ACCESS AND CANCELLATION

7.1 Subscription Period and automatic renewal. Unless otherwise set out in the Order Form, the Subscription Period is twelve months commencing on the Effective Date. Unless Subscriber cancels the subscription or reduces the number of paid-for Users by written notice (to their account manager or am@kognity.com) no later than one calendar month prior to the expiration of the Subscription Period, the Subscription Plan will automatically renew at the end of the Subscription Period for an additional twelve month Subscription Period on the same terms (*e.g.* same number of students and pricing), excluding any discounts and subject to any adjustments pursuant to Section 6.1.

7.2 Trial Access. Kognity may grant Trial Access to Subscriber as specified in the Order Form. Unless otherwise set out in the Order Form, the Trial Access will be for four weeks commencing on the Effective Date and free-of-charge. Kognity may, without any obligation or liability, discontinue Trial Access at any time and the warranties under Section 4.1 do not apply to any Trial Access.

7.3 Effects of termination. Upon the termination of the Subscription Agreement for any reason, any sum owing or due to Kognity will be immediately payable and the rights of Subscriber and Users herein will be immediately canceled.

8 AI FEATURES

8.1 If the Subscriber or any User enables access to, or otherwise uses, any AI Features, the terms of this Subscription Agreement will apply to the use of the AI Features. Subscriber may only use AI Features for educational purposes and must comply with the instructions and guidelines communicated by Kognity from time to time. Subscriber acknowledges that AI Features may be wrong and that AI Content should be independently verified.

8.2 Subscriber agrees that it and its Users: (i) are fully responsible for their use of the AI Features and any AI Content, and that it has all necessary rights, permissions, and consents required for their use; and (ii) will not use any AI Features in a manner that infringes, violates, or misappropriates any laws, legal obligations, or rights of Kognity or any third party. To the extent permitted by applicable law, any AI Content will be regarded as User Content for purposes of Section 9.3 and the Terms of Use.

9 INTELLECTUAL PROPERTY RIGHTS

9.1 Service Intellectual Property Rights. Kognity, its affiliates, licensors, and subcontractors will remain the owners of all Intellectual Property Rights in and to the Service, including the underlying technology, software and content. Subscriber may not remove any legends or statements in the Service or any other materials regarding Kognity's and its licensors' proprietary rights.

9.2 Kognity Intellectual Property Rights. Kognity's trademarks, service marks, trade names, logos, domain names and any other features of the Service are the sole property of Kognity or its licensors. The license granted to Subscriber under the Subscription Agreement does not grant any rights to use such Intellectual Property Rights or any other features of the Service, whether for commercial or non-commercial use, except as explicitly set out in the Subscription Agreement.

9.3 User Content. Per the Terms of Use, Subscriber or Users will remain the owners of any User Content (as defined in the Terms of Use), and Kognity is granted a license to use any User Content on the terms set forth in the Terms of Use. Subject to Data Protection Laws, Kognity will be the owner of any other Intellectual Property Rights arising under or in relation to the Subscription Agreement and the Service.

9.4 Feedback. If Subscriber or any User provides Feedback relating to the Service, including in connection with access to and use of the Service by Users, Subscriber agrees that Kognity and its affiliates may incorporate the Feedback into the Service without any obligation of attribution, payment or restriction, whether based on Intellectual Property Rights or otherwise.

10 CONFIDENTIALITY AND PRIVACY

10.1 Use and disclosure restrictions. Confidential Information exchanged between Kognity, Subscriber and Users must be kept confidential and may not be disclosed to any third party without the prior written consent of the disclosing party. Confidential Information must be treated and stored carefully so that the Confidential Information is not disclosed in breach of the Subscription Agreement.

10.2 Permitted disclosures. Notwithstanding Section 10.1, the Subscription Agreement will not prohibit the disclosure of Confidential Information as permitted or required by law, regulation or order of a court or other governmental authority. Furthermore, Kognity may, subject to appropriate confidentiality undertakings, disclose Confidential Information on a need-to-know basis to its advisors, contractors and other service providers.

10.3 No reproduction. Subscriber and Users may not copy, make transcriptions, recordings or in any other way reproduce or duplicate any document or other medium containing Confidential Information or Kognity Intellectual Property Rights, without Kognity's written consent.

10.4 User consents. If required by Data Protection Laws, Subscriber confirms that: (i) all Users, or, as applicable, their parent or guardian, lawfully consent to the processing of any personal data in relation to the Service (including overseas transfers); or (ii) it is authorized under applicable law to consent to the processing of any personal data in relation to the Service (including overseas transfers) on behalf of all Users or, as applicable, their parent or guardian.

10.5 Kognity obligations. Without prejudice to Section 10.4, Kognity will comply with, as applicable, the DPA or the Privacy Notice in relation to any Subscriber or User personal data collected or processed in connection with the Service, including to improve or develop the Service.

10.6 Third-party service providers. Subscriber may use third-party services or features to interface or interact with, access or use compatible services, products technology and content through the Service ("**Third-Party Services**"). Any use, including the disclosure of User personal data, of Third-Party Services will be solely between Subscriber and the third-party service provider, and will be governed by the applicable service terms between them. Kognity will not be responsible for any use, disclosure, modification or deletion of User personal data shared through Third-Party Services, or for any act or omission on the part of the service provider or its service.

11 LIMITATION OF LIABILITY

11.1 Exclusion of damages. KOGNITY WILL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, EXEMPLARY OR INDIRECT DAMAGES, OR ANY ECONOMIC OR CONSEQUENTIAL DAMAGES, OR LOST PROFITS, BUSINESS VALUE, REVENUE, GOODWILL, LOSS OF DATA OR ANTICIPATED SAVINGS (REGARDLESS OF THE BASIS OF THE CLAIM).

11.2 Limitation of liability. KOGNITY'S ENTIRE LIABILITY IN THE AGGREGATE FOR ALL CLAIMS RELATED TO THE SUBSCRIPTION AGREEMENT (REGARDLESS OF THE BASIS OF THE CLAIM) WILL NOT EXCEED ANY ACTUAL DIRECT DAMAGES INCURRED BY THE OTHER PARTY UP TO THE TOTAL AMOUNT PAID BY SUBSCRIBER UNDER THE SUBSCRIPTION AGREEMENT IN THE TWELVE MONTHS PRECEDING THE FIRST EVENT GIVING RISE TO THE LIABILITY, EXCEPT WHERE THE LOSS OR DAMAGE IS DUE TO KOGNITY'S WILLFUL VIOLATION OF THE TERMS OF THE SUBSCRIPTION AGREEMENT OR CANNOT BE LIMITED UNDER APPLICABLE LAW.

12 MISCELLANEOUS

12.1 Publicity. Unless otherwise notified by Subscriber to Kognity, Subscriber agrees to Kognity using Subscriber's name and logo in its marketing materials, including on its website, and as a reference in communications with potential customers to identify Subscriber as a user of the Service.

12.2 Notices. Any notice or other communication to be given or served under or in connection with the Subscription Agreement must be in writing and must be sent by e-mail to the other party's contact person set forth in the Order Form.

12.3 Assignment. Subscriber may not assign, mortgage, charge any of its rights or sub-contract or otherwise delegate any of its obligations under the Subscription Agreement, except with the written consent of Kognity.

12.4 Entire agreement. The Subscription Agreement constitutes the entire agreement between the parties and supersedes any previous agreement and, subject to Section 12.9, no modification of the Subscription Agreement will be effective unless it is made in writing and executed by or on behalf of the parties.

12.5 Conflicting terms and precedence. Issuance by Kognity of an Order Form, and Subscriber's acceptance of any Order Form, quotation or proposal by Kognity, is expressly limited to and conditioned upon these Standard Terms and the Subscription Agreement. The terms of the Subscription Agreement will prevail over any additional, conflicting or inconsistent terms, whether appearing on any purchase order or any other document or agreement furnished by Subscriber, and any such terms will have no force and effect, notwithstanding Kognity's acceptance or execution thereof, and under all circumstances any limitations of liability under these Standard Terms will expressly extend to any such other document.

12.6 Waivers. No failure or delay by any party in exercising any of its rights under the Subscription Agreement will be deemed to be a waiver of that right, or otherwise prejudice, affect or restrict the rights or remedies of that party in relation to the other party, and no waiver by any party of a breach of any provision of the Subscription Agreement will be deemed to be a waiver of any subsequent breach of the same or any other provision of the Subscription Agreement.

12.7 Surviving provisions. All provisions of the Subscription Agreement that can be reasonably interpreted as surviving upon the full performance, expiry, termination, cancellation or voidance of the Subscription Agreement (in

particular provisions on Intellectual Property Rights and confidentiality) will survive said performance, expiry, termination, cancellation or voidance.

12.8 Force majeure. Kognity will not be liable for damages for any delay or default in performance of its undertakings or obligations under the Subscription Agreement if such delay or default is caused by force majeure, including wars, insurrections, fires, pandemics, acts of government, passing of laws or any governmental order, regulation or ruling, or any other acts or circumstances beyond the reasonable control of Kognity, and Subscriber will not have the right to terminate the Subscription Agreement unless such delay or default in performance is caused by force majeure for a period of more than six months. During the force majeure event, Kognity will use all reasonable efforts to avoid, reduce or eliminate the force majeure event's prevention, restriction or delay of the performance of its obligations under the Subscription Agreement.

12.9 Amendments. Kognity may amend, modify or alter these Standard Terms, including the DPA, with prior notice to Subscriber. By continuing to use the Service, or by allowing Users to do so, Subscriber accepts the changes.

13 APPLICABLE LAW AND DISPUTE RESOLUTION

13.1 Governing law. The Subscription Agreement shall be governed by the substantive laws of Sweden.

13.2 Dispute resolution. Any dispute, controversy or claim arising out of or in connection with the Subscription Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (the "**SCC**"). The Rules for Expedited Arbitrations shall apply, unless the SCC determines, taking into account the complexity of the case, the amount in dispute and other circumstances, that the Arbitration Rules shall apply. In the latter case, the SCC shall also decide whether the Arbitral Tribunal shall be composed of one or three arbitrators. The seat of arbitration shall be Stockholm, Sweden. The language to be used in the arbitral proceedings shall be the English language.

APPENDIX 1
Data Processing Agreement

1 GENERAL

1.1 This DPA forms part of the Standard Terms and the Subscription Agreement which incorporates this DPA by reference.

1.2 Subscriber instructs Kognity, and Kognity agrees, to process certain personal data in accordance with this DPA to provide the Service per the Subscription Agreement. Subscriber is the controller of the personal data and Kognity acts as its data processor.

1.3 Capitalized terms used but not defined in this DPA will have the meanings set out in the Standard Terms. Terms defined under Data Protection Laws, including "data subject", "personal data", "processing" and "third-country" that are used in this DPA will have the same meaning as set out in Data Protection Laws.

2 SUBSCRIBER OBLIGATIONS

Subscriber will:

(a) fully inform the data subjects of the processing (including entrusting Kognity to process their personal data as described in this DPA);

(b) obtain all required consents from the data subjects, or otherwise ensure that there is a legal basis for the sharing and processing of personal data as anticipated by this DPA, and keep a record of this;

(c) notify Kognity of incorrect, corrected, updated or deleted personal data subject to Kognity's processing;

(d) document and, upon Kognity's request, inform about the categories of data subjects and categories of personal data that will be processed;

(e) provide documented instructions to Kognity for the processing of personal data (Sub-Appendix 1); and

(f) comply with Data Protection Laws.

3 KOGNITY OBLIGATIONS

3.1 Kognity will:

(a) process the personal data in accordance with this DPA and documented instructions from Subscriber;

(b) immediately inform Subscriber if it lacks an instruction on how to process personal data in a particular situation or if it believes any Subscriber instruction violates Data Protection Laws;

(c) if legally permissible, inform Subscriber before processing personal data in addition to or in violation of Subscriber's instructions due to being required to do so by Data Protections Laws;

(d) ensure that persons authorized to process the personal data have received training and instructions regarding the processing and are subject to confidentiality undertakings;

(e) promptly refer any requests from data subjects, competent authorities or any third parties about the processing of personal data under this DPA to Subscriber;

(f) assist Subscriber in fulfilling its obligations to respond to requests from supervisory authorities and data subjects to exercise their rights under Data Protection Laws (including Chapter III of the GDPR); and

(g) on request, assist Subscriber with carrying out data protection impact assessments, including prior consultations with supervisory authorities, as required by Data Protection Laws.

3.2 If required by Data Protection Laws, Kognity will, once annually and with at least seven days' advance written notice, provide Subscriber with the information reasonably necessary to verify its compliance with Data Protection Laws. If Subscriber uses a third-party representative to conduct the audit, it must ensure that such third-party representative is subject to confidentiality undertakings.

4 SECURITY MEASURES

4.1 Kognity will implement appropriate technical and organizational measures to protect the personal data against accidental or unlawful destruction, loss, alteration, unauthorized disclosure or access.

4.2 Kognity will, without undue delay and in any case within 72 hours from becoming aware of a personal data breach involving personal data processed under this DPA, notify Subscriber in writing, including providing a description of the personal data breach and the actions taken by Kognity to mitigate its effects. Kognity will assist Subscriber in fulfilling the obligations to inform the data subjects and the applicable supervisory authorities about the personal data breach.

5 SUBCONTRACTORS

5.1 Kognity has the right to engage subcontractors as subprocessors in order to provide the Service.

5.2 Kognity will ensure that all subprocessors are subject to data protection terms that provide an equivalent standard of protection as outlined in this DPA. Kognity will remain fully liable, as between Subscriber and Kognity, for any processing of personal data by its subcontractors under this DPA.

5.3 Kognity will maintain a list of all subprocessors it engages in providing Service, which will be available from time to time at https://kognity.com/privacy/subprocessor-list, and Kognity will notify Subscriber of any changes to the list (excluding changes where any subprocessor is removed from the list).

5.4 To the extent Subscriber has a reasonable objection to a change or addition of subprocessors, Subscriber may notify Kognity in writing within 30 days of receipt of a change notification. The parties will discuss the objection in good faith. If the parties are unable to reach a solution, Kognity may provide an alternative arrangement to exclude the subprocessor, even if doing so has an adverse effect on the provisioning of the Service or is at Subscriber's expense, or if an alternative arrangement is not reasonably practicable for Kognity, terminate the Subscription Agreement. Subscriber's sole remedy if it does not agree with an alternate arrangement will be to terminate the Subscription Agreement without any liability for Kognity.

5.5 Kognity may transfer personal data outside the EU/EEA. Kognity will ensure that there is a valid transfer mechanism in place in accordance with Data Protection Laws for any such transfer, for example (i) an adequacy decision by the EU Commission, the UK or the Swiss data commissioner of the Federal Council, as applicable, or (ii) the EU Commission's standard contractual clauses for the transfer of personal data to third countries (the "**EUSCC**"), the UK's international data transfer agreement (IDTA) or the international data transfer addendum to the EUSCC's, as applicable from time to time.

5.6 Kognity may need to transfer personal data outside the People's Republic of China (for the purpose of this DPA only, excluding Hong Kong SAR, Macau SAR and Taiwan) ("**China**"), and Subscriber will take all required steps to legitimize such transfers. Subscriber will not make available to Kognity any data that may not by applicable law be accessed or transferred outside of China or that will subject Kognity to any legal liability if being processed by Kognity or any of its subprocessors outside of China.

6 COMPENSATION

Kognity is entitled to reasonable compensation for direct costs when assisting Subscriber with obligations set out in Sections 3.1(e)-(g), 3.2 and 7.2 regarding the return of personal data.

7 TERM AND TERMINATION

7.1 This DPA is effective from the Effective Date and is effective for as long as Kognity is processing personal data on behalf of Subscriber notwithstanding any termination of the Subscription Agreement.

7.2 Upon termination of the Subscription Agreement, Kognity will, after a limited grace period, discontinue the processing of all personal data that it has received as part of the Service. Kognity must ensure that the personal data in its possession or control, in accordance with Subscriber's instructions, are either returned or destroyed. If Subscriber has not informed Kognity of its choice within one month from the termination of the Subscription Agreement, Kognity may destroy the personal data. Kognity will, at Subscriber's request, confirm in writing that it has returned or destroyed all copies of such personal data.

7.3 Notwithstanding Section 7.2, Kognity may retain system logs, which may include personal data, for a period of up to one year from its collection to ensure security, confidentiality, integrity, availability and resilience of its systems and services.

8 LIABILITY

Kognity will indemnify and hold harmless Subscriber from and against claims against Subscriber by a third party arising from or relating to any breach of Kognity's obligations under this DPA, subject to Subscriber notifying Kognity as soon as it becomes aware of such claims. Any liability of Kognity is limited in accordance with Section 11 of the Standard Terms which will apply to this DPA as if it was included herein.

9 GOVERNING LAW AND VENUE

9.1 The provisions on governing law and jurisdiction set out in the Standard Terms are applicable to this DPA as if they were included herein.

9.2 Where a dispute concerns personal data from more than one country, the dispute shall be settled taking into account the legislation on the personal data of the respective countries.

SUB-APPENDIX 1
Processing instructions

Processing	
The purposes and nature of the processing	The personal data are processed for the purpose of supplying the Service under the Subscription Agreement. Kognity will perform the following processing operations: - Storage - Administration - Access in connection with support
Categories of data subjects	- Teachers - Students - Subscriber administrators
Categories of personal data	- **Contact information/User ID information**, including name, e-mail address, name of school, grade level, year of graduation, etc. - **User data**, including tests, test results, classes, communications, User generated content, etc. - **IT administrative data** such as data related to the Service, including technical features, user names, location, communication data and metadata as well as technical events related to the Service including system and application logs - **Security data** such as security logs, facility and system surveillance data and information about security breaches - **Service data**, such as IP address, how the visitor has interacted with the app, etc. - **Other personal data** the data subject provides when using the Service, *e.g.,* through use of the Kogbot support
Geography	
The personal data will be processed (*e.g.,* stored or accessed) in the following locations	As set out in Kognity's subprocessor list (https://kognity.com/privacy/subprocessor-list) from time to time.