ATL Software Data Processing Agreement

Effective Date
February 20, 2026

BY ACCEPTING THIS DATA PROCESSING AGREEMENT OR ACCESSING OR USING THE SERVICE, YOU ARE AGREEING TO THE TERMS AND CONDITIONS OF THIS DATA PROCESSING AGREEMENT.

IF YOU ARE USING ANY SERVICE AS AN EMPLOYEE, AGENT, OR CONTRACTOR OF A CORPORATION, PARTNERSHIP OR SIMILAR ENTITY, THEN YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO SIGN FOR AND BIND SUCH ENTITY IN ORDER TO ACCEPT THE TERMS OF THIS AGREEMENT. THE RIGHTS GRANTED UNDER THIS AGREEMENT ARE EXPRESSLY CONDITIONED UPON ACCEPTANCE BY SUCH AUTHORIZED PERSONNEL.

The Parties entered into a Service Agreement which requires that the Processor accesses and Processes Personal Data. This agreement together with its exhibit (together the "Data Processing Agreement" or "DPA") specify the obligations of the Parties when ATL Software is acting as Processor.

Modifications to this Agreement: From time to time, ATL Software may modify this Data Processing Agreement. (Unless otherwise specified by ATL Software, changes become effective for Customer upon renewal of the then-current Subscription Term or entry into a new Service Order Form after the updated version of this DPA goes into effect. ATL Software will use reasonable efforts to notify Customer of the changes through communications via Customer's Account, email or other means.

The "Effective Date" of this DPA is the date which is the earlier of (a) Customer's initial access to any Service through any online provisioning, registration or order process or (b) the effective date of the first Service Order Form, as applicable, referencing this DPA.

This DPA is entered into by and between ATL Software LLC, a limited liability company organized under the laws of the State of Florida, United States ("ATL Software" or "Processor") and the person or entity placing an order for or accessing the Service ("Customer" or "Controller"). Processor and Controller are individually referred to as "Party" and collectively as "Parties". In consideration of the terms and conditions set forth below, the parties agree as follows:

1. Purpose and duration of the agreement

The purpose of the agreement is as follows:
The processor ATL SOFTWARE provides the controller with an educational management software, AEC ACADEMIA ("the Software"), as an application service ("the Service"), under an application services agreement ("the Service Agreement"). The Software, accessible from the users' workstations, is hosted by the processor ATL SOFTWARE or its subcontractor. The controller benefits from associated maintenance and support services. The processor ATL SOFTWARE processes the controller's data as part of the Service, including any data generated and hosted by the Software ("the Personal Data").

The processor shall process the personal data on behalf of the controller on the basis of this agreement and in accordance with Art. 4(2) and Art. 28 GDPR.

For customers whose services are hosted within the European Union or European Economic Area (EEA), Personal Data shall be processed, stored, and backed up within the EU/EEA, except where otherwise agreed by the Controller or permitted under applicable data protection laws.

For customers hosted outside the EU/EEA, Personal Data may be processed, stored, backed up, or accessed in the jurisdictions identified in the AEC Academia Subprocessor List and in accordance with applicable data protection laws and transfer mechanisms.

The geographic location of processing and storage is determined by the hosting region selected for the Customer and identified in the applicable Service Agreement or hosting configuration.

Any international transfer of Personal Data shall be subject to applicable legal safeguards, including where required adequacy decisions, Standard Contractual Clauses (SCCs), or other lawful transfer mechanisms.

Any transfer of personal data to a third country outside the EEA is subject to the prior consent of the controller and may only take place if the special requirements set out in Art. 44 et seqq. GDPR are complied with (e.g. Commission adequacy decision, standard data protection contract terms, recognised rules of conduct).

Duration of the agreement

This agreement is an integral part of the Service Agreement, and shall remain in force until termination of the Service Agreement whatever its cause.
The controller may, terminate the Service Agreement under the conditions set forth in the "Termination" Section, if a serious breach of data protection regulations or the provisions of this agreement is committed by the processor, if the processor is unable to or refuses to execute the controller's instructions (unless such instructions violate national or European regulations on personal data protection) or if the processor refuses to accept the controller's supervisory rights, in violation of this agreement.

2. Nature and purpose of processing, type of personal data and categories of data subjects

Nature of processing (as defined in Art 4, (2) GDPR)

- Provision of the Service and hosting of the Personal Data
- Support Services (access to Data through User assistance)

Type of personal data (as defined in Art. 4, (1, 13, 14 and 15) GDPR)

Contact information of Users of the Service (last name, first name, date of birth, address, telecommunications data, bank details, course attendance)

Categories of data subjects (as defined in Art 4, (1) GDPR)

The data subjects are Students, and Controller's personnel (teachers, administrative staff), to the exclusion of commercial contacts of ATL SOFTWARE, whose data are processed by ATL SOFTWARE as controller. They shall be called "Users" hereafter.

3. Controller’s rights, obligations and authority to issue instructions

The controller shall have sole responsibility for establishment of the lawfulness of data processing pursuant to Art. 6 (1) GDPR, and for facilitating the exercise of data subject rights pursuant to Art. 12 to 22 GDPR.
Consequently, it is the Controller’s responsibility to disclose to Users all necessary information on the way their Personal Data is being processed, and of the rights they hold under GDPR (such as rights of access, erase, rectification, opposition, portability, right to limit the processing), in accordance with art.13 of GDPR.

In particular, the Controller warrants the Processor that it has obtained the consent of the legal representatives of users under 16 years of age in accordance with applicable law.

The Controller also warrants that it has obtained, if necessary, the express consent of the Users for the collection and processing of any sensitive data he may wish to process within the Service (such as healthy data, disability, allergies or other pathologies to be declared in a school environment).

The Controller agrees to hold harmless the Processor against any claim, demand or cause of action from a person whose personal data might be processed by ATL SOFTWARE or its subcontractors, and related to the use and processing of such Data by the Service. Therefore, the Controller shall indemnify and hold the Processor harmless against any damages or decision against the Processor, resulting from a claim of a present or past User of the Service, or from a data subject whose Data have been processed by the Service, and acknowledges that he is sole liable for collection and processing of the Data.

The processor is under obligation to forward without undue delay any enquiries which are intended to the controller, and originating from data subjects .

Changes to the purpose of processing and procedures shall be mutually agreed between the controller and the processor, and documented in writing or electronic format.
The controller shall generally issue all orders, and instructions in writing or electronic format. Verbal instructions shall be documented in writing or electronic format for confirmation purposes without undue delay.

The controller undertakes to treat all knowledge of the processor’s trade secrets and data security measures which is obtained within the scope of contractual relations as confidential. This obligation continues to apply after the termination of this agreement.

4. Processor personnel

Processor will restrict its personnel from Processing Personal Data without authorization. Processor will impose appropriate contractual obligations upon its personnel, including relevant obligations regarding confidentiality, data protection and data security.

Communication channels to be used for instructions:
Email

If one party‘s authorised contact person is absent for a lengthy period or replaced, it shall notify the other party of the successor or substitute without undue delay in writing or electronic format. Instructions must be retained for the duration of their validity and for three full calendar years thereafter.

5. Duties of the processor

The processor shall process the personal data in accordance with the agreements reached and the controller's instructions, unless it is required by the laws of the European Union or its Member States to which the processor is subject to process them otherwise (e.g. within the scope of official criminal or state intelligence investigations). In such cases the processor shall notify the controller's authorised contact person of this legal requirement before the data is processed unless such notification is not possible for reasons of substantial public interest (Art. 28(3)(a) GDPR).

The processor shall not use the personal data provided by the controller for any other purpose than performing his obligations under the Service Agreement, particularly for its own purposes. Copies and duplicates of the personal data shall not be made without the controller's knowledge, except for the sole purposes of performing his obligations under corrective maintenance or support of the Service. Such copies shall be erased as soon as they are no longer necessary for performing such tasks.

The processor shall ensure that all contractually agreed measures are implemented during the processing of the personal data in accordance with the controller's instructions. The processor shall also ensure a strict logical separation of the data being processed for the controller from other data resources, through the implementation of a proper database management system (DBMS) for the controller. Technical and organizational measures are described in the AEC Academia Security Overview.

The Processor shall support the controller to an extent that is necessary and reasonable in controller's fulfilment of the obligation to respond to requests for exercising the data subject's rights as defined in Art. 12 to 22 GDPR, and in any necessary data protection impact assessments (Art. 28(3)(e) and (f) GDPR).

However, the above obligation does not include the performance of specific legal tasks on behalf of the Controller, such as drafting a PIA or declaration to personal data protection authorities of a personal data breach. As the case may be such specific services will be invoiced.
The processor shall immediately inform the controller if, in its opinion, an instruction infringes data protection provisions (Art. 28(3) line 3 GDPR). The processor may defer compliance with such instructions until confirmation is provided or the instructions are changed by the person responsible at the controller's company.
The processor shall correct, erase or restrict processing of the Personal Data if the controller issues instructions to that effect, and such instructions do not conflict with the processor's legitimate interests. Unless otherwise agreed, Personal Data related to a User will be erased upon closing of such User account.
Personal Data may only be disclosed by the processor to third parties (with the exception of authorized subcontractors) or the data subject at the prior instructions or with the prior consent of the controller.

The processor agrees – subject to prior arrangement – that the controller shall be entitled to establish compliance with data protection and data security provisions and contractual agreements to an extent which is reasonable and necessary, either via his own personnel or external personnel mandated by the controller, in particularly by obtaining information and inspecting stored data and data processing programs (with the exclusion of any inspection of the source code of the Software), as well as on-site audits and inspections (Art. 28(3)(h) GDPR).

The processor undertakes to support such inspections and audits as necessary, within the limit of one (1) audit per calendar year.

The processor confirms that it is aware of the relevant data protection provisions of the GDPR on data processing.

The processor undertakes to maintain the confidentiality when processing the personal data of the controller in accordance with this agreement. This requirement to maintain confidentiality remains in force after the termination of this agreement.

The processor shall ensure that the persons authorized to process the personal data hereunder:

- have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality
- receive appropriate instructions, confidentiality obligations, and guidance regarding the protection of personal data (Art. 28(3)(b) and Art. 29 GDPR).

The processor shall monitor compliance with data protection provisions at its premises.

[x] No data protection officer has been appointed.

The processor does not have a company data protection officer because it is not under legal requirement to appoint one.

6. Processor's notification obligation in case of processing incidents or personal data breaches

The processor shall without undue delay notify the controller of any incidents or breaches of data protection laws, or contractual obligations or any data breaches or processing irregularities, on the part of the processor or any personnel employed by the processor.

This applies, in particular, to any processor disclosure and notification obligations under Art. 33 and Art. 34 GDPR. The processor shall support the controller to a reasonable extent in controller's compliance with the obligations imposed by Art. 33 and 34 GDPR (Art. 28(3)(f) GDPR).

Notifications pursuant to Art. 33 or 34 GDPR may only be issued by the Controller.

7. Sub-contractors (Art. 28(3)(d) GDPR)

The processor may only engage subcontractors to process the controller's data with the controller's permission as per Art. 28(2) GDPR. Such permission shall be provided via one of the aforementioned communication paths (section 4), with the exception of verbal permission. Permission may only be provided if the processor informs the controller in writing of the name and address of the sub-contractor, and activities to be performed by the sub-contractor. The Controller will send its potential objections to such subcontractors within 15 days from the receipt of this information. In the absence of any objection, the sub-processor shall be deemed accepted by the Controller.

The processor shall also select any subcontractor with due care and, in particular, ensure that the sub-contractor has implemented suitable technical and organisational measures pursuant to Art. 32 GDPR. The relevant audit documents shall be made available to the controller upon request.

Subcontractors in third countries may only be engaged if the special requirements of Art. 44 et seqq. GDPR are met (e.g. Commission adequacy decision, standard data protection contract terms, recognised rules of conduct).

The processor shall conclude contracts with the subcontractors to ensure compliance by sub-contractors with the contractual provisions agreed between processor and controller. The wording of contracts with the sub-contractors shall make a clear differentiation between the processor's responsibilities and the sub-contractor's responsibilities.

If the processor engages several sub-contractors, the responsibilities of each subcontractor shall also be clearly differentiated.

Contracts with subcontractors shall be concluded in writing or electronic format (Art. 28(4) and (9) GDPR).
Data may not be transferred to sub-contractors unless the sub-contractor complies with the obligations imposed by Art. 29 and Art. 32 (4) GDPR with regard to its employees.

The processor shall be liable towards the controller for ensuring sub-contractor's compliance with the data protection obligations which are contractually imposed by the processor in accordance with the previous section.

The subprocessors currently engaged by the Processor to process Personal Data are identified in the AEC Academia Subprocessor List, as updated from time to time and made available to the Controller. The Controller consents to the engagement of the listed subprocessors.

The processor shall inform the controller of any intended changes concerning the addition or replacement of sub-contractors, thereby giving the controller the opportunity to object to such changes (Art. 28(2) GDPR). The procedure set forth above (1st paragraph) shall then apply.

8. Technical and organisational measures pursuant to Art. 32 GDPR (Art. 28(3)(c) GDPR)

An adequate level of protection for natural persons appropriate to the risk shall be ensured if the processing of personal data represents a risk to the rights and freedoms of the data subjects. The protection objectives set out in Art. 32 (1) GDPR such as confidentiality, integrity and availability of processing systems and services, and the resilience of such systems and services with regard to the type, scope and purpose of processing, shall be met by way of suitable technical and organisational measures which mitigate the risk in the long term.

The security measures implemented by the Processor are described in the AEC Academia Security Overview, as updated from time to time. The Controller acknowledges that such measures are designed to provide a level of security appropriate to the risks associated with the processing of Personal Data.

The Controller agrees that the security measures implemented by the Processor are sufficient to ensure an adequate level of protection, and proportioned to the type and specificity of the Personal Data processed within the Service.

The processor shall agree significant changes with the controller in documented form (written, electronic). Such documents shall be retained for the duration of this agreement.

9. Duties of the processor after termination of the agreement, Art. 28(3)(g) GDPR

Upon termination of the contractually agreed work and services the processor shall destroy or erase all documents which come to its or any sub-contractor's possession, and all results of data processing or use, in connection with the contractual relationship.

The processor shall confirm destruction or erasure in writing or documented electronic format, stating the date of destruction or deletion.

The above provisions shall apply without prejudice of the provisions of the "Consequences of termination" section of the Service Agreement, as regards copy of Personal Data requested by the Controller.

10. Liability

Subject to the provisions of article 3, the controller and processor shall be liable towards third parties pursuant to Art. 82 (1) GDPR for any material or non-material damage suffered by a person due to an infringement of the GDPR. If both the controller and the processor are liable for such damage pursuant to Art. 82 (2) GDPR, internally their liability shall be limited to their share of responsibility. If, in such cases, a third party being granted damages claims the full amount or the majority of such damages from one party, that party may request to be held harmless or indemnified by the other party to the extent which corresponds to the other party's share of responsibility.

The processor is entitled to provide details of the controller's instructions and the data processing activities which have been performed for the purposes stated in Art. 82 (3) GDPR. The controller is under obligation to support the processor to the best of its ability in order to prove to the third party that it is not in any way responsible for the event giving rise to the damage pursuant to Art. 82 (3) GDPR.

11. General provisions

Documentation relating to technical and organizational measures, security controls, subprocessors, audits, and inspections shall be retained by both parties for the duration of their validity and for three full calendar years thereafter.

12. Reference Documents

The following documents form part of the Processor's data protection and security documentation and may be updated from time to time:

- AEC Academia Security Overview
- AEC Academia Subprocessor List
- AEC Academia Privacy Policy

The current versions are made available to customers upon request or through the Processor's website.