

## **FARONICS DATA PROCESSING ADDENDUM**

**DATE:** April 6, 2026

**PARTIES:** This Data Processing Addendum sets out the terms and conditions that will apply to the processing of personal data under or in connection with the agreement entered into between you (Customer, you or your) and a Faronics Entity (such Faronics Entity being Faronics, we, us or our) in respect of the provision of services by that Faronics Entity to you (the Agreement). For the purposes of this Data Processing Addendum, Faronics Entity means either Faronics Corporation, Faronics Technologies USA Inc., Faronics Pte. Ltd., or Faronics (EMEA) Ltd (as applicable). For the avoidance of doubt, each Faronics Entity that is not a party to the Agreement shall not be a party to this Data Processing Addendum.

### **CONTACT DETAILS:**

Each party shall designate a point of contact for data protection matters, including security incidents, data subject requests, changes to instructions, and sub-processor notifications.

Faronics' data protection contact details are available via its published privacy documentation or as otherwise notified to the Customer in writing.

### **TERMS AND CONDITIONS:**

1. For the purposes of this Data Processing Addendum, the terms controller, data subject, personal data, processing, processor and supervisory authority shall have the meaning given to those terms in Regulation (EU) 2016/679 (GDPR).
2. In respect of personal data we process on your behalf under the Agreement:

2.1 the parties agree that, to the extent that the Customer is a controller of the personal data, Faronics shall be the processor. Faronics, to the extent it is acting as processor in respect of such personal data, agrees to:

(a) process the personal data only on the documented instructions from the Customer and for the purposes of carrying out Faronics' obligations under the Agreement, unless required to do otherwise by Union or Member State law to which Faronics is subject. If Faronics considers that an instruction infringes applicable data protection law, Faronics shall promptly inform the Customer of such infringement and may suspend execution of the instruction until it has been clarified or amended.

(b) ensure that Faronics' personnel authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;

(c) not transfer the personal data outside of the European Economic Area unless such transfer is: (i) to a country or territory which has been formally recognized by the European Commission as affording personal data an adequate level of protection; or (ii) otherwise safeguarded by mechanisms recognized and approved by the European Commission from time to time. Where Personal Data is transferred outside the European Economic Area, such transfers shall be based on a valid transfer mechanism under Chapter V of the GDPR, including adequacy decisions, Standard Contractual Clauses, or other lawful mechanisms as applicable. The Customer acknowledges and agrees that the use of sub-processors as described in Sections 2.2 and 2.3 may involve transfers of Personal Data outside the EEA.

(d) taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing, as well as the risks of varying likelihood and severity for the rights and freedoms of natural persons, implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk. A description of the technical and organisational security measures implemented by Faronics is set out in [Faronics Cloud Architecture and Security Overview](#). These measures are independently assessed as part of Faronics' ISAE 3000 assurance engagement.

(e) taking into account the nature of the processing, at the Customer's cost, assist the Customer by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Customer's obligation to respond to requests for exercising data subjects' rights laid down in Chapter III ('Rights of the data subject') of the GDPR;

(f) notify the Customer without undue delay after becoming aware of a Personal Data Breach affecting Personal Data processed by Faronics on behalf of the Customer and provide information reasonably necessary to enable the Customer to comply with its obligations under Articles 33 and 34 of the GDPR; and, taking into account the nature of the processing and the information available to Faronics, at the Customer's cost, provide reasonable assistance to the Customer to support compliance with Articles 32 (Security of processing), 35 (Data protection impact assessment), and 36 (Prior consultation), in each case solely in relation to Personal Data processed by Faronics on behalf of the Customer.

(g) at the option and cost of the Customer, delete or return to the Customer after the end of the provision of services relating to processing all the Customer's personal data, and delete existing copies unless English, EU, EU Member State or other law requires storage of the personal data. For the avoidance of doubt this does not oblige Faronics to alter, modify, delete or destroy backup tapes or other backup or archived media made in the ordinary course of business; and

(h) at the Customer's cost, subject to Faronics' security and confidentiality requirements and no more than once per calendar year, permit reasonable audits and inspections conducted by the Customer or an auditor appointed by the Customer (and, for clarity, for the purposes of this paragraph (h) at the Customer's cost includes, without limitation, Faronics' costs (including time incurred) of assisting the Customer or the Customer appointed auditor in respect of such audit);

2.2 the Customer consents to Faronics engaging additional processors to process the personal data, and consents to the engagement of those third parties that are processors engaged by Faronics as at the date of the Agreement, as at the date of this Data Processing Addendum and/or as at the date of each previous version of this Data Processing Addendum;

2.3 Faronics shall maintain an up-to-date list of its sub-processors and shall inform the Customer of any intended addition or replacement of sub-processors by updating such list and making it available to Customers via Faronics' website or other customer-accessible means.

The Customer may reasonably object to any such addition or replacement on data protection grounds by providing written notice to Faronics within a reasonable period following such update. Where the Customer raises a reasonable objection, Faronics shall use commercially reasonable efforts to make a change to the applicable Services or recommend a commercially reasonable alternative to avoid processing by the relevant sub-processor. If Faronics is unable to make or recommend such a change, the Customer may terminate the affected Services without penalty.

2.4 Faronics shall ensure that the arrangement between it and each processor contemplated by paragraphs 2.2 and 2.3 is governed by a written contract including the same data protection obligations as those set out in this Data Processing Addendum which are required by Article 28(3) of the GDPR;

2.5 the Customer shall (at its own cost) provide assistance requested by Faronics in relation to the fulfilment of Faronics' obligation to cooperate with the relevant supervisory authority under Article 31 GDPR;

2.6 the Customer warrants, represents and undertakes to Faronics that: (a) the Customer has all authority, grounds, rights and consents necessary to enable Faronics and its processors to process the personal data in accordance with the GDPR for the purposes of this Data Processing Addendum and the Agreement; (b) Faronics' and its processors' use of the personal data in accordance with the terms of this Data Processing Addendum for the purposes of the performance of this Data Processing Addendum and the Agreement shall not cause the Customer, Faronics or such processors to be in breach of any laws or regulations (including any and all applicable

data privacy laws); and (c) the Customer shall comply with the GDPR and all other applicable laws and regulations, relevant industry codes of practice and guidance in relation to the processing of personal data;

2.7 Processing of Personal Data under this Data Processing Addendum shall commence on the effective date of the applicable Agreement and shall continue for the duration of the Customer's use of the Services, unless otherwise required by applicable law. Upon termination or expiry of the Agreement, Personal Data shall be deleted or returned in accordance with this Data Processing Addendum and the Customer's documented instructions.

2.8 Personal Data is processed in data centers operated by Faronics and its approved sub-processors, including cloud infrastructure providers, in locations communicated via Faronics' sub-processor list or otherwise agreed with the Customer.

2.9 The Customer may verify Faronics' compliance with this Data Processing Addendum through review of Faronics' independent third-party audit reports, including its ISAE 3000 assurance report, which shall be made available upon request.

2.10 Faronics monitors its sub-processors in accordance with its internal Sub-Processor Appointment and Management Policy, including risk-based assessments and review of independent audit reports where applicable.

3. For the avoidance of doubt, Faronics' total liability set out in the Agreement shall, without limitation, apply in aggregate to Faronics' liability arising out of or in connection with the Agreement, Faronics' liability arising out of or in connection with this Data Processing Addendum and Faronics' liability arising out of or in connection with any and all previous versions of this Data Processing Addendum.
4. Faronics may revise this Data Protection Addendum at any time by replacing it with a new version on our website at <https://www.faronics.com/legal/gdpr>. Please check this page from time to time to take notice of any changes made, as they are binding on you.
5. The governing law and jurisdiction provisions of the Agreement shall apply to this Data Processing Addendum.
6. Unless otherwise prohibited by law, any person who is not a party to the Agreement has no rights to enforce any term of this Data Processing Addendum.
7. Unless otherwise set out in this Data Processing Addendum, all other terms of an Agreement will remain in effect. In the event of any conflict or inconsistency between the terms of an Agreement and the terms of this Data Processing Addendum, the terms of this Data Processing Addendum shall prevail.
8. This Data Processing Addendum shall automatically terminate as between Faronics and the Customer on the date this Data Processing Addendum is replaced with a new version in accordance with paragraph 4 or on the date on which the Agreement terminates, whichever is the earlier date.

## SCHEDULE A: DETAILS OF PROCESSING

*This Schedule forms an integral part of the Data Processing Addendum.*

For the avoidance of doubt, Insight Cloud is provided as a component of Deep Freeze Cloud and is not offered as a standalone service. Insight Cloud is not included within Faronics Deploy.

**1. Nature and Purpose of Processing** The processing of Personal Data is performed for the purpose of providing the Services (Deep Freeze Cloud, Deploy, Insight Cloud) as set out in the Agreement. This includes device management, classroom management, software deployment, and usage analytics.

**2. Categories of Data Subjects** The personal data transferred concern the following categories of data subjects:

- **Educational Participants:** Pupils or students of the Customer.
- **Employees of the Customer:** Teachers, IT Administrators, and other staff members.
- **Parents/Carers:** Parents or guardians of Educational Participants (if applicable).

**3. Categories of Personal Data** The personal data transferred concern the following categories of data:

- **Contact & Identity Details:** Names, email addresses, and managed IDs (e.g., Active Directory or Azure AD identifiers, ECK-ID).
- **Device Data:** Device names, IP addresses, MAC addresses, hardware specifications, and installed software lists.
- **User Behaviour Data:** Login times, application usage history, website visit history, and opening of documents.
- **Classroom Activity Data (Insight Cloud specific):**
  - Real-time screen thumbnails and screen content (Visual material).
  - Teacher-student chat logs and messaging.
  - Student progress on tests/voting (Study progress).
- **Location Data:** Approximate location based on IP address (if applicable to the service configuration).

**4. Special Categories of Data** The Services are not designed to process special categories of personal data within the meaning of Article 9 GDPR. Faronics does not intentionally collect, analyze, classify, or otherwise process special categories of personal data. Faronics' role is limited to the technical transmission and hosting of customer-controlled content (including screen views, screenshots, keystrokes, and similar data) without semantic analysis, interpretation, profiling, or categorization of such content.

**5. Sub-Processors** A list of current sub-processors is maintained and available at <https://www.faronics.com/legal/sub-processors-list>.