

## FREQUENTLY ASKED QUESTIONS & ANSWERS ON THE LANSCHOOL AIR DATA PROCESSING AGREEMENT (DPA)

### ***What is the LanSchool DPA?***

This LanSchool Air Data Processing Agreement and its annexes (“DPA”) forms part of the Stoneware Sales Agreement or other written or electronic agreement between Stoneware, Inc. and Customer for the purchase of LanSchool Air services from Stoneware, Inc. The DPA is designed to reflect the parties’ agreement in relation to the privacy and security standards that will apply to the responsible use and protection of Customer personal data and related confidential information to be processed by Stoneware under the agreement. The DPA supplements any agreement between the parties with respect to the processing of Customer data and will be effective from the moment that Customer accepts LanSchool Air Terms of Service. To facilitate new customer relationships and the contracting process, the DPA has been pre-signed on behalf of Stoneware.

### ***Will Stoneware sign the Customer’s data processing agreement instead of the LanSchool Air DPA?***

Stoneware believes that it is necessary to establish consistent standards of responsible use and protection of all our Customers’ data globally and to avoid the need to enter potentially conflicting standards of privacy and security compliance with our customers. Therefore, while we will certainly take into consideration Customer requests to enter into their own data processing agreement templates, Stoneware starts from the premise that the LanSchool Air DPA should apply.

### ***Does Stoneware allow the Customer to propose edits to the LanSchool Air DPA?***

Yes. Stoneware welcomes reasonable proposals by the Customer to edit the LanSchool Air DPA *if necessary*.

### ***Do any of Stoneware features involve the use Artificial Intelligence (AI) ?***

The optional On-task monitoring feature is using AI. The purpose of which is to offer real-time assistance for educators and should not be used to make decisions that will have enduring consequences for students. On-task monitoring leverages data collected throughout LanSchool, whereas data in an anonymized form is retained for a limited period of time (45 days). We make sure that our AI-based tools and solutions are properly reviewed prior to their deployment, and apply relevant safeguards and measures to prevent any negative effects on individuals as required under applicable laws.

### ***Does the LanSchool Air DPA reflect strong privacy and security standards?***

Stoneware and its parent company Lenovo have placed customer privacy and security at the forefront. Therefore, we have developed robust privacy and security programs that incorporate industry-class policies, procedures, processes, technologies, training, and other controls. We have developed the LanSchool Air DPA with these controls in mind.

***Is the LanSchool Air DPA global in scope or specific to particular regions?***

The DPA is intended to apply globally since Stoneware and Lenovo are global companies. Therefore, the DPA reflects applicable global standards for privacy and security. However, we have also developed our privacy and security programs and this DPA with particular privacy laws (e.g. EU's GDPR, Brazil's LGPD, California's CCPA/CPRA, national and local education privacy laws) and security standards (e.g. ISO, NIST) in mind. If a customer has additional or equivalent requirements or standards it believes will need to be met by Stoneware and Lenovo in a given context, we will review and respond to those requests as appropriate.

***What is the purpose of Annex D of the DPA and is Annex D necessary in all cases?***

Annex D has been developed with Europe's General Data Protection Regulation (GDPR) in mind and is generally applicable to only processing activities that may involve the transfer of Personal Data from the European Union and European Economic Area and/or other countries with similar adequacy or equivalency standards pertaining to cross-border data transfers. Specifically, Annex D incorporates EU Standard Contractual Clauses ("SCCs") as set out in the Commission Implementing Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council, the UK International Data Transfer Addendum to the European Commission's Standard Contractual Clauses for International Data Transfers (<https://ico.org.uk/media/for-organisations/documents/4019539/international-data-transfer-addendum.pdf>) and other similar equivalency standards under applicable data protection laws. These contractual provisions serve as safeguards for safe personal data transfers to third countries.

***Do Stoneware and Lenovo transfer Customer Data internationally?***

As a global enterprise, Lenovo and Stoneware necessarily process Customer Data in and/or transfer such data to the locations where it does business. These may include data centers and/or functions located in the EU/EEA/UK, United States, Asia-Pacific, and elsewhere as applicable. Lenovo manages these transfers within the framework of the law and uses appropriate compliance mechanisms (including but not limited to Standard Contractual Clauses in our intra-group data transfer agreements and in our supplier agreements) to effectuate transfers of personal data across borders. If a particular country or customer has a data localization requirement that may restrict the transfer of Customer Data across borders, Lenovo will meet that requirement to the extent applicable or practicable. Otherwise, Lenovo will meet the requirements for Customer Data processing, privacy and security as set forth in the customer's contract and data transfer agreement with Lenovo, and Lenovo will limit its processing to only established legitimate interests.

In particular, we try to apply a regional-specific approach regarding the storage or hosting of Customer Data to accommodate Customers' preference (e.g. Australia, the United States, or the United Kingdom as standard data storage locations based on the request of the Customer).

We apply relevant safeguards required by applicable data protection and other laws (incl. in the context of the Schrems II CJEU decision), including implementing contractual, technical and organizational

measures, implementing supplementary measures and conducting relevant risk assessments, as applicable and relevant.

***Customer Data disclosures to suppliers and third parties***

Lenovo or Stoneware do not sell Customer Data. If allowed by a contract with a Customer, Lenovo may share Customer Data with third-party service providers so that they may support Stoneware's products and websites, or to provide necessary additional services to Stoneware and/or its Customers and product users. In doing so, Lenovo and Stoneware take appropriate steps to ensure that these service providers are meeting Lenovo's and Stoneware's standards of robust privacy and strong security. In particular, contractual safeguards included in the contract with the Customer are passed down the Lenovo's and Stoneware's processing chain. In addition, Lenovo and Stoneware will not otherwise use the Customer's Data for its own commercial purposes.

***Where can I learn more about privacy and security at Stoneware and Lenovo and how Lenovo will process Customer data?***

If you require further information regarding our privacy and security standards, please contact your Stoneware account representative who will be able to address your questions and provide you with more details about privacy and security at Lenovo. Please note that you can also find more information about LanSchool Air's privacy and security practices by reviewing the [product's privacy statement](#).

***Will Stoneware update the LanSchool Air DPA on a regular basis?***

We may update the DPA to accommodate new legal requirements or as necessary to reflect operational updates. If you have an active LanSchool Air subscription, we will let you know via email or via in-product notification. You can find archived versions of the DPA [here](#).