SCMBase

Data processing agreement

Under Article 28 of the GDPR
Version 1.0

THE CONTROLLER

_____
_____
_____
(the "Institution")

THE PROCESSOR

Zenland Video Games Ltd, trading as SCMBase
Hartnett Enterprise Acceleration Centre, Limerick, Ireland
Company no. 749295 ("we")

This agreement applies when the Institution's lecturers run classes on SCMBase. For those classes, the Institution decides why its students' and lecturers' data is processed (it is the controller), and we process it on its behalf (we are the processor). It forms part of the arrangement under which the Institution orders classes (our quotation, its purchase order and our terms of use). Where they conflict, this agreement wins on data protection.

1. What we process

The details are in Annex 1: the people, the kinds of data, why, and for how long.

2. Our obligations

1. **Instructions.** We process the data only to provide SCMBase classes, as the Institution's lecturers set them up and use them, and on the Institution's other documented instructions, unless EU or Irish law requires otherwise (we'll tell the Institution first unless the law forbids it). If we think an instruction breaks data protection law, we'll say so.
2. **Confidentiality.** Anyone who works on SCMBase for us is bound to keep the data confidential.
3. **Security.** We take the measures in Annex 2, and keep them up to date.
4. **Sub-processors.** The Institution authorises the sub-processors in Annex 3. We'll give at least 30 days' notice by email of any new one, so the Institution can object; if it does and we can't resolve it, the Institution may end the affected classes and we'll refund the unused months. Each sub-processor is bound by data protection terms at least as protective as these, and we remain responsible for it.
5. **Help with people's rights.** We help the Institution answer requests from its students and lecturers (access, correction, deletion and so on). Lecturers can already see, export and remove their students' work themselves; for anything else, we act within 10 working days of the Institution's request. If a person contacts us directly about a class, we pass the request to the Institution.
6. **Breaches.** We tell the Institution without undue delay, and within 48 hours, of becoming aware of a personal data breach affecting its data, with what we know and what we're doing, and we help it meet its own duties to report.
7. **Other help.** We give reasonable help with data protection impact assessments and consultations with the Data Protection Commission, as far as they concern SCMBase.
8. **At the end.** When a class's licence ends, students' access ends. We delete the class's personal data 90 days after the licence ends, unless the Institution asks us before then to return it (as a spreadsheet of names, progress and marks) or to delete it sooner, and unless the law requires us to keep something (for example our invoices). Students may keep their own SCMBase account as a free account if they choose; from then on, that account is theirs and we are its controller.
9. **Showing we comply.** We give the Institution the information it reasonably needs to check we keep this agreement, and answer its security questionnaires. Audits or inspections are by agreement, with

reasonable notice, at the Institution's cost, and no more than once a year unless there has been a breach.

3. Transfers outside the EEA

SCMBase's server and database are hosted by Namecheap, Inc. in Phoenix, Arizona, in the United States. That transfer is covered by Namecheap's Data Processing Addendum. The course videos are streamed by bunny.net and our emails are sent through Brevo, both based in the EU. Where any sub-processor handles the data outside the EEA, it does so under an adequacy decision or the standard contractual clauses (Annex 3).

4. The Institution's part

The Institution makes sure it has a lawful basis for its classes on SCMBase and tells its students about them (it may point them to our privacy notice). Lecturers add only the people who should be in a class.

5. Liability, length and law

Liability is as set out in our terms of use. This agreement lasts as long as we process data for the Institution's classes. It is governed by the law of Ireland, and the Irish courts have jurisdiction.

For the Institution: name, role, date	Damien Mac Namara, Director, for Zenland Video Games Ltd, date

Annex 1: Details of the processing

People	Students in the Institution's SCMBase classes, and the Institution's lecturers who run them
Kinds of data	Name and email address; password and sign-in sessions (stored only as one-way hashes); class membership; lab records (steps completed, answers, simulation runs, goals met, with times); saved games; course progress, quiz answers and results; IP addresses briefly, for security. No special categories of data are needed or asked for.
What we do with it	Store it and run SCMBase: sign-in, the simulation and labs, automatic marking, course videos and quizzes, and showing lecturers their own classes' progress and marks, with exports
Why	To provide SCMBase classes to the Institution's students and lecturers
How long	For the licence period, then deleted 90 days after the licence ends (section 2.8)

Annex 2: Security measures

As described in our security summary (the SCMBase security and privacy summary), in particular: all traffic encrypted (HTTPS); passwords stored only as scrypt hashes, and sign-in sessions and emailed codes as one-way hashes; lecturers see only their own classes, students only their own work; the simulation run on our server, and each student's record of work kept there with its own timestamps, unchangeable afterwards; limits on repeated attempts; a backup of the database each night, with anything deleted gone from the backups within ten weeks; access to the server limited to the company's director; free and unconfirmed accounts deleted automatically; no advertising, tracking or sale of data.

Annex 3: Sub-processors

Sub-processor	What for	Where
Namecheap, Inc.	Hosting SCMBase's server, database and nightly backups	Phoenix, Arizona, United States, under its Data Processing Addendum
BunnyWay d.o.o. (bunny.net), Slovenia	Streaming the course videos (sees viewers' IP addresses)	EU company; videos delivered from servers near the viewer
Brevo (Sendinblue SAS), France	Sending SCMBase's emails: sign-up codes, quotations, invoices and notices	EU
Google Ireland Ltd (Google Workspace)	Our own email correspondence	EU, with standard contractual clauses for any transfer