

DATA PROCESSING AGREEMENT

Effective: February 2026

This Data Processing Agreement (“DPA”) forms part of and is incorporated into the service agreement (the “Agreement”) between WhimsyLabs Ltd (“WhimsyLabs”, “Processor”) and the Customer (“Customer”, “Controller”) for the provision of virtual laboratory educational services (the “Services”).

The parties acknowledge and agree that with regard to the Processing of Customer Personal Data, Customer is the Controller and WhimsyLabs is the Processor acting on behalf of Customer as further described in Annex A (Details of Processing).

1. Definitions

For the purposes of this DPA, the following definitions shall apply:

“Customer Personal Data”

means the categories of Personal Data set out in Annex A that are Processed by WhimsyLabs on behalf of the Customer in connection with the Services.

“Data Protection Laws”

means: (i) Regulation 2016/679 of the European Parliament and of the Council (General Data Protection Regulation or “GDPR”); (ii) the GDPR as it forms part of domestic law in the United Kingdom by virtue of the European Union (Withdrawal) Act 2018 and the Data Protection Act 2018 (“UK GDPR”); and (iii) any other applicable data protection legislation in any relevant jurisdiction, each as amended or replaced from time to time.

“Personnel”

means any current, former, or prospective employee, consultant, contractor, or other personnel of either party.

“SCCs”

means the European Commission’s standard contractual clauses for data transfers between EU and non-EU countries, and where applicable, the International Data Transfer Addendum published by the UK Information Commissioner’s Office.

“Sensitive Data”

means Personal Data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic data, biometric data, health data, data concerning sex life or sexual orientation, or data relating to criminal convictions and offences.

“Sub-processor”

means any third party engaged by WhimsyLabs to Process Customer Personal Data on behalf of the Customer.

“Controller”, “Data Subject”, “Personal Data”, “Personal Data Breach”, “Processing”, “Processor”

shall have the meanings given to them in the GDPR.

“Supervisory Authority”

means the Information Commissioner’s Office (ICO) in the United Kingdom, or any other competent data protection authority with jurisdiction over the Processing activities.

2. Scope and Roles

2.1 Roles of the Parties

The parties acknowledge and agree that:

- (a) Customer is the Controller of Customer Personal Data;
- (b) WhimsyLabs is a Processor acting on behalf of Customer; and
- (c) WhimsyLabs shall Process Customer Personal Data only in accordance with Customer's documented instructions and the terms of this DPA.

2.2 Processing Instructions

In the course of providing the Services, WhimsyLabs shall Process Customer Personal Data only:

- (a) in accordance with Customer's documented lawful instructions as set forth in this DPA and the Agreement;
- (b) to the extent necessary for the performance of the Services; or
- (c) as required by applicable law, in which case WhimsyLabs shall inform Customer in advance of such Processing to the maximum extent permitted by law.

2.3 Customer Obligations

The Customer shall:

- (a) comply with its obligations under Data Protection Laws in respect of its Processing of Customer Personal Data;
- (b) ensure that all Processing instructions issued to WhimsyLabs are lawful;
- (c) provide all notices and obtain all consents necessary under Data Protection Laws for WhimsyLabs to Process Customer Personal Data for the purposes described in this DPA; and
- (d) not provide any Sensitive Data to WhimsyLabs unless explicitly agreed in writing.

2.4 Sensitive Data

The Customer shall not provide (or cause to be provided) any Sensitive Data to WhimsyLabs for Processing under the Agreement. WhimsyLabs shall have no liability for any Sensitive Data provided in breach of this provision.

3. Security

3.1 Security Measures

WhimsyLabs shall implement and maintain appropriate technical and organizational security measures to protect Customer Personal Data from accidental or unlawful destruction, loss, alteration, unauthorized disclosure, or access, as set out in Annex B (Security Measures).

3.2 Confidentiality

WhimsyLabs shall:

- (a) ensure that all Personnel authorized to Process Customer Personal Data are bound by appropriate confidentiality obligations;
- (b) take reasonable steps to ensure the reliability of Personnel who have access to Customer Personal Data; and
- (c) ensure that Customer Personal Data is Processed only by Personnel who require access for the performance of the Services.

3.3 Security Updates

WhimsyLabs may update or modify its security measures from time to time, provided that such updates do not materially decrease the overall level of protection afforded to Customer Personal Data.

4. Sub-processing

4.1 Authorized Sub-processors

Customer grants WhimsyLabs general authorization to engage Sub-processors to Process Customer Personal Data, subject to the terms of this Section 4. A list of current Sub-processors is set out in Annex C.

4.2 Sub-processor Obligations

WhimsyLabs shall:

- (a) enter into a written agreement with each Sub-processor imposing data protection obligations no less protective than those set out in this DPA;
- (b) remain fully liable to Customer for the acts and omissions of its Sub-processors; and
- (c) maintain an up-to-date list of Sub-processors on its website at <https://whimsylabs.ai/data-security>.

4.3 New Sub-processors

WhimsyLabs shall notify Customer at least thirty (30) days in advance of engaging any new Sub-processor by updating the list on its website. Customer may object to a new Sub-processor by providing written notice within fourteen (14) days of being notified. The parties shall negotiate in good faith to resolve any objection.

5. Data Subject Rights

5.1 Assistance with Requests

Taking into account the nature of the Processing, WhimsyLabs shall assist Customer by appropriate technical and organizational measures in fulfilling Customer's obligation to respond to requests from Data Subjects exercising their rights under Data Protection Laws.

5.2 Response Timeline

WhimsyLabs shall promptly notify Customer upon receiving any request from a Data Subject and shall respond to Customer's requests for assistance within five (5) business days.

5.3 No Direct Response

WhimsyLabs shall not respond directly to any Data Subject request unless authorized by Customer or required by applicable law.

6. Personal Data Breach

6.1 Notification

WhimsyLabs shall notify Customer without undue delay, and in any event within seventy-two (72) hours, upon becoming aware of a Personal Data Breach affecting Customer Personal Data.

6.2 Information to be Provided

Such notification shall include, to the extent known:

- (a) a description of the nature of the Personal Data Breach, including the categories and approximate number of Data Subjects and records concerned;
- (b) the likely consequences of the Personal Data Breach;
- (c) the measures taken or proposed to address the Personal Data Breach; and
- (d) the name and contact details of a point of contact from whom further information may be obtained.

6.3 Cooperation

WhimsyLabs shall cooperate with Customer and take reasonable steps to assist in the investigation, mitigation, and remediation of the Personal Data Breach.

7. Data Protection Impact Assessments

WhimsyLabs shall provide reasonable assistance to Customer with any data protection impact assessments or prior consultations with Supervisory Authorities that Customer is required to undertake under Data Protection Laws, taking into account the nature of the Processing and the information available to WhimsyLabs.

8. International Transfers

8.1 Location of Processing

WhimsyLabs shall Process Customer Personal Data within the United Kingdom and European Economic Area unless otherwise specified in Annex A or agreed in writing.

8.2 Transfer Mechanisms

In the event that any international transfer of Customer Personal Data is required, WhimsyLabs shall ensure that appropriate safeguards are in place in accordance with Data Protection Laws, including:

- (a) transfers to countries subject to an adequacy decision;
- (b) transfers pursuant to the SCCs; or
- (c) other legally recognized transfer mechanisms.

9. Audit Rights

9.1 Information and Access

WhimsyLabs shall make available to Customer all information reasonably necessary to demonstrate compliance with this DPA and allow for and contribute to audits, including inspections, conducted by Customer or an auditor mandated by Customer.

9.2 Audit Conditions

Any audit shall be subject to:

- (a) at least thirty (30) days' prior written notice;
- (b) execution during normal business hours;
- (c) auditors being bound by confidentiality obligations; and
- (d) reasonable measures to minimize disruption to WhimsyLabs' operations.

9.3 Third-Party Certifications

Customer acknowledges that WhimsyLabs may satisfy audit requests by providing relevant third-party certifications, audit reports, or other documentation demonstrating compliance.

10. Return and Deletion of Data

10.1 Data Export

Upon termination of the Agreement, or upon Customer's request, WhimsyLabs shall provide Customer with the ability to export Customer Personal Data in a structured, commonly used, and machine-readable format.

10.2 Deletion

Subject to Section 10.3, WhimsyLabs shall delete all Customer Personal Data within thirty (30) days following termination of the Agreement or receipt of a deletion request, and shall provide written confirmation of deletion upon request.

10.3 Retention Requirements

WhimsyLabs may retain Customer Personal Data to the extent required by applicable law, provided that WhimsyLabs shall ensure the confidentiality of such data and shall Process it only for the purposes required by law.

11. Liability

Each party's liability under this DPA shall be subject to the limitations and exclusions set out in the Agreement. Notwithstanding the foregoing, nothing in this DPA shall limit either party's liability for breaches of Data Protection Laws to the extent such limitation is prohibited by applicable law.

12. Term

This DPA shall come into effect on the effective date of the Agreement and shall remain in effect for the duration of the Agreement. The obligations of WhimsyLabs under this DPA shall

survive termination of the Agreement to the extent necessary to complete the deletion or return of Customer Personal Data.

13. General Provisions

13.1 Governing Law

This DPA shall be governed by and construed in accordance with the laws of England and Wales.

13.2 Jurisdiction

The courts of England and Wales shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this DPA.

13.3 Severability

If any provision of this DPA is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

13.4 Entire Agreement

This DPA, together with the Agreement and any applicable SCCs, constitutes the entire agreement between the parties with respect to the subject matter hereof.

13.5 Contact

For matters relating to this DPA:

Data Protection: privacy@whimsylabs.ai

General: inquiries@whimsylabs.ai

Annex A: Details of Processing

A.1 Subject Matter and Duration

Subject Matter:	Provision of virtual laboratory educational services
Duration:	For the term of the Agreement
Nature of Processing:	Collection, storage, organization, use, and deletion
Purpose:	Delivery of educational services, user authentication, progress tracking, and service improvement

A.2 Categories of Data Subjects

- Students enrolled at the Customer's institution
- Teachers and educators employed by the Customer
- Administrative staff designated by the Customer

A.3 Categories of Personal Data

Category	Data Elements	Purpose
Identity Data	Name, username, institutional ID	Account creation and identification
Contact Data	Institutional email address	Communications and account recovery
Educational Data	Experiment results, learning progress, assessment scores, time-on-task	Learning delivery and assessment
Technical Data	IP address, device type, browser, session logs	Service delivery and security

A.4 Location of Processing

Processing shall take place in the United Kingdom and European Economic Area (Ireland).

Annex B: Security Measures

WhimsyLabs implements and maintains the following technical and organizational security measures:

B.1 Technical Measures

1. **Encryption in Transit:** All data transmitted over public networks is encrypted using TLS 1.3 or higher.
2. **Encryption at Rest:** All stored data is encrypted using AES-256 encryption.
3. **Access Controls:** Role-based access control (RBAC) implementing the principle of least privilege.
4. **Authentication:** Multi-factor authentication (MFA) required for all administrative access.
5. **Network Security:** Firewalls, intrusion detection and prevention systems, and DDoS mitigation.
6. **Logging and Monitoring:** Comprehensive logging of access and security events with real-time monitoring and alerting.
7. **Backup and Recovery:** Automated encrypted backups with geographically redundant storage and tested recovery procedures.
8. **Vulnerability Management:** Regular vulnerability scanning and patch management procedures.

B.2 Organizational Measures

1. **Personnel Security:** Background checks for employees with access to Personal Data; confidentiality agreements.
2. **Security Training:** Regular security awareness training for all personnel.
3. **Access Management:** Formal procedures for granting, modifying, and revoking access rights.
4. **Incident Response:** Documented incident response procedures with defined roles and escalation paths.
5. **Security Testing:** Annual penetration testing and security audits conducted by qualified third parties.
6. **Business Continuity:** Business continuity and disaster recovery plans with regular testing.
7. **Vendor Management:** Due diligence and contractual requirements for Sub-processors.

Annex C: Sub-processors

The following Sub-processors are authorized to Process Customer Personal Data as of the effective date of this DPA:

Sub-processor	Processing Activities	Location
Amazon Web Services, Inc.	Cloud infrastructure hosting and data storage	EU (Ireland)
Cloudflare, Inc.	Content delivery network, security services, and DDoS protection	EU/UK edge locations

An up-to-date list of Sub-processors is maintained at: <https://whimsylabs.ai/data-security>

Customer will be notified of any changes to Sub-processors in accordance with Section 4.3 of this DPA.

Signatures

IN WITNESS WHEREOF, the parties have executed this Data Processing Agreement as of the date last signed below.

For WhimsyLabs Ltd:

For the Customer:

Signature
Name: _____
Title: _____
Date: _____

Signature
Name: _____
Title: _____
Date: _____