

Data processing agreement

TEMPLATE · GDPR ART. 28

Between the company named below (the Customer, controller) and Kureos World AB, org. no. 559223-5237, Sweden (Kureos, processor), for company seats on Kureos Learning. It forms part of the order or invoice under which the Customer buys seats.

1. Roles

The Customer decides which of its people receive a seat and receives reports of their progress. For that seat administration and reporting, the Customer is the controller and Kureos processes personal data on its behalf as processor.

Each seat holder also has their own Kureos Learning account, in which they watch, write, choose and take the quiz. Kureos decides how that is processed and keeps it private to the learner: the Customer receives none of it. For that processing, and for invoices and bookkeeping, Kureos is an independent controller under its privacy policy (learning.kureos.com/privacy). This agreement does not cover it.

2. Instructions

Kureos processes the personal data in Annex 1 only on the Customer's documented instructions, which are this agreement and the Customer's use of the team page, the export and the SCORM package, unless EU or Swedish law requires otherwise; Kureos then tells the Customer first unless the law forbids it. Kureos tells the Customer if it believes an instruction breaks data protection law.

3. Confidentiality

Everyone at Kureos with access to the personal data is bound to confidentiality.

4. Security

Kureos keeps the technical and organisational measures in Annex 2 (GDPR Article 32) and may improve them, never reduce them.

5. Sub-processors

The Customer authorises the sub-processors in Annex 3. Kureos gives 30 days' notice by email of any addition or replacement; the Customer may object on reasonable data protection grounds, and if no solution is found may end the affected seats and receive a pro rata refund. Kureos binds each sub-processor to the same data protection obligations and remains responsible for it.

6. Transfers

Personal data is stored in the EU. Where a sub-processor processes it outside the EU or EEA, the transfer is covered by the EU Standard Contractual Clauses or an adequacy decision, including the EU-US Data Privacy Framework for certified providers.

7. Assistance

Kureos helps the Customer, by the means in the service and on request, to answer data subjects exercising their rights, and with security, breach notification, impact assessments and prior consultation (GDPR Articles 32 to 36). Kureos passes any request it receives about the Customer's reporting to the Customer without delay.

8. Personal data breach

Kureos tells the Customer without undue delay, and within 48 hours of becoming aware of a breach affecting the Customer's data, with what is known of its nature, the data and people affected, the likely consequences and the measures taken, and follows up as more is learned.

9. End of the agreement

When the Customer's seats end, Kureos deletes the seat assignments and progress reports it holds for the Customer within 30 days, or first returns them as a spreadsheet export if the Customer asks. A seat holder's own account, writing and certificate are not returned to the Customer; they stay with the learner under Kureos's privacy policy until the learner deletes them. Invoices are kept as Swedish bookkeeping law requires.

10. Audit

Kureos makes available the information needed to show compliance with this agreement. The Customer, or an auditor bound to confidentiality, may audit once a year on 30 days' notice and at its own cost, or at any time after a breach.

11. Liability, term and law

Liability follows the agreement under which the seats were bought. This agreement lasts as long as Kureos processes personal data for the Customer. Swedish law governs it, and the courts of Sweden decide disputes.

Annex 1. The processing

SUBJECT MATTER	Seat administration and progress reporting for the Customer's seats on Kureos Learning.
DURATION	While the Customer holds seats, and 30 days after.
NATURE AND PURPOSE	Storing seat assignments; showing and exporting progress to the Customer's buyers; reporting completion and score to the Customer's learning system by SCORM.
DATA SUBJECTS	People the Customer assigns seats to; the Customer's buyers.
PERSONAL DATA	Email address and name as the Customer enters them; learner id and name from the Customer's learning system (SCORM); assignment date; chapters finished; practice rooms mastered; best quiz score; date passed; certificate code; buyers' names and email addresses.
SPECIAL CATEGORIES	None.
NOT INCLUDED	What a seat holder writes, answers or chooses in the course. The Customer never receives it.

Annex 2. Security measures

- Data stored in the EU (Frankfurt), encrypted at rest by the database provider (AES-256); HTTPS only, with HSTS.
- Sign-in by one-time code; no passwords; codes and session keys stored only as hashes; rate limits per address and IP address.
- Each buyer sees only its own organisation's seats; learners' writing is never shown to buyers.
- Signed, expiring links for SCORM launch and status, film playback and mail actions.
- Content-Security-Policy and security headers; parameterised database queries; secret-locked scheduled jobs.
- Every server error recorded and alerted; database copies kept encrypted and checked by restore.
- Retention enforced by a daily deletion job (learning.kureos.com/trust).

Annex 3. Sub-processors

SUB-PROCESSOR	PURPOSE	LOCATION	TRANSFER BASIS
Vercel Inc.	Hosting: serves the site and runs its server code	Server code in Frankfurt (fra1); pages and files from Vercel's global edge network	US company. EU Standard Contractual Clauses in Vercel's data processing addendum; EU-US Data Privacy Framework.
Neon (Neon Inc.)	The database: accounts, progress, answers, certificates, invoices	EU: Frankfurt, AWS eu-central-1	Stored in the EU. US company: EU Standard Contractual Clauses in Neon's data processing addendum cover any access from outside the EU.
Mux, Inc.	Streaming the course films, and measuring playback quality (Mux Data)	United States, with global delivery	EU Standard Contractual Clauses in Mux's data processing addendum; EU-US Data Privacy Framework where certified.
Resend (Plus Five Five, Inc.)	Sending email: sign-in codes, course mail, invoices, founding-list letters	Sent from the EU (Ireland, AWS eu-west-1); US company	EU Standard Contractual Clauses in Resend's data processing addendum.

FOR THE CUSTOMER

Company _____

Name _____

Title _____

Signature _____

Date _____

FOR KUREOS WORLD AB

Company _____

Name _____

Title _____

Signature _____

Date _____