

# Data Processing Agreement

## Class Diagnostix Ltd

Last updated: 4<sup>th</sup> July 2026

This Data Processing Agreement is intended for schools, academies, colleges, trusts and other education customers using Class Diagnostix. It sets out the data protection terms that apply where Class Diagnostix Ltd processes personal data on behalf of a customer.

## 1. Parties

1.1 This Data Processing Agreement is between Class Diagnostix Ltd, a company incorporated in England and Wales with company number 14866606 and registered office at Class Diagnostix Ltd, 124 City Road, London, EC1V 2NX (Class Diagnostix, we, us or Processor), and the school, academy, college, trust, local authority, business or other organisation that uses the Class Diagnostix service (Customer or Controller).

1.2 This Data Processing Agreement applies alongside the Class Diagnostix Terms and Conditions of Service, Privacy Policy, order form, invoice or other written agreement between the parties.

1.3 If there is a conflict between this Data Processing Agreement and the Terms and Conditions of Service on personal data processing matters, this Data Processing Agreement takes priority.

## 2. Definitions

2.1 Data Protection Laws means the UK GDPR, the Data Protection Act 2018, the Privacy and Electronic Communications Regulations 2003 and any other applicable UK data protection or privacy laws as amended or replaced from time to time.

2.2 Personal Data, Controller, Processor, Data Subject, Processing, Personal Data Breach and Sub-processor have the meanings given to them in the UK GDPR.

2.3 Customer Personal Data means personal data processed by Class Diagnostix on behalf of the Customer through or in connection with the Service.

2.4 Service means the Class Diagnostix website, application, spreadsheet upload tools, validation tools, question-level analysis tools, report generation tools, PDF exports, account functions, documentation and support services.

## 3. Roles of the parties

3.1 For school-uploaded pupil assessment data, uploaded spreadsheets, generated reports and related school data processed to provide the Service, the Customer is the Controller and Class Diagnostix is the Processor.

3.2 The Customer decides why Customer Personal Data is processed, which pupils or staff are included, what assessment data is uploaded, how reports are used and how long school-controlled data should be retained, subject to the Service settings and this Agreement.

3.3 Class Diagnostix processes Customer Personal Data only to provide, secure, support and maintain the Service, and otherwise on the Customer's documented instructions.

3.4 Class Diagnostix may act as Controller for its own business processing, such as account administration, billing, service security, support records, legal compliance and business communications. That controller processing is covered by the Class Diagnostix Privacy Policy and is not governed by this Data Processing Agreement except where stated.

## 4. Processing details

The following table describes the processing covered by this Data Processing Agreement.

Item	Details
<b>Subject matter</b>	Hosting, processing, validating and analysing assessment data and generating diagnostic reports through the Class Diagnostix Service.
<b>Duration</b>	For the subscription period and any additional period required for deletion, return, backup retention, legal compliance, dispute handling or agreed transition support.
<b>Nature of processing</b>	Receipt, storage, extraction, validation, calculation, analysis, report generation, export, access control, support, troubleshooting, security monitoring, backup and deletion.
<b>Purpose</b>	To provide question-level analysis, diagnostic reports, teacher reports, student reports, subject leader reports, PDF exports and related education analysis functionality to the Customer.
<b>Data subjects</b>	Pupils, students, teachers, school staff, account users, administrators and other individuals included in Customer Data.
<b>Personal data types</b>	Names, school email addresses, account details, class or group, year group, assessment marks, question-level scores, maximum marks, report outputs, uploaded spreadsheet content, usage records and support communications.
<b>Special category data</b>	The Service is not intended for safeguarding records, medical records, special category data, criminal offence data or highly sensitive pastoral notes unless expressly agreed in writing.
<b>Retention</b>	Customer Personal Data is normally retained while the subscription is active and for up to 6 months after expiry or cancellation unless the Customer requests earlier deletion or a different period is agreed. Backups are retained for up to 28 days before being overwritten or deleted.
<b>Sub-processors</b>	The current sub-processor list is available at <a href="https://www.classdiagnostix.com/subprocessors">https://www.classdiagnostix.com/subprocessors</a> or on written request.
<b>International transfers</b>	UK or UK-adequate processing is preferred. Where transfers outside the UK occur, appropriate safeguards will be used as required by Data Protection Laws.

## 5. Customer instructions

5.1 Class Diagnostix will process Customer Personal Data only on the Customer's documented instructions, including this Data Processing Agreement, the Terms and Conditions of Service, the order form, the Customer's use of Service functionality, support requests and any written instructions agreed between the parties.

5.2 Class Diagnostix will inform the Customer if, in its opinion, an instruction infringes Data Protection Laws, unless prohibited by law from doing so.

5.3 Class Diagnostix may process Customer Personal Data where required by UK law. Where legally permitted, Class Diagnostix will inform the Customer before doing so.

## 6. Customer responsibilities

6.1 The Customer is responsible for ensuring that it has a lawful basis for processing and uploading Customer Personal Data to the Service.

6.2 The Customer is responsible for providing privacy information to pupils, parents, carers, staff and other data subjects where required by Data Protection Laws.

6.3 The Customer is responsible for ensuring that uploaded data is necessary, proportionate, accurate, up to date and limited to what is needed for the Customer's educational purposes.

6.4 The Customer is responsible for reviewing spreadsheet validation messages, detected fields and report outputs before relying on or sharing them.

6.5 The Customer is responsible for local access controls, downloaded reports, printed reports, email sharing, device security and internal use of reports.

6.6 The Customer should consider whether a data protection impact assessment is required before using the Service, particularly where use involves children's data, large datasets, sensitive data or new processing activities.

## 7. Confidentiality and access

7.1 Class Diagnostix will ensure that persons authorised to process Customer Personal Data are subject to appropriate confidentiality obligations.

7.2 Access to Customer Personal Data will be limited to people who need access to provide, secure, support, maintain or troubleshoot the Service.

7.3 Class Diagnostix will take reasonable steps to ensure that staff and contractors with access to Customer Personal Data understand their data protection and confidentiality responsibilities.

## 8. Security measures

8.1 Class Diagnostix will implement appropriate technical and organisational measures designed to protect Customer Personal Data against unauthorised or unlawful processing and against accidental loss, destruction or damage.

8.2 These measures may include access controls, password protection, encryption in transit, secure hosting, backups, logging, least-privilege access, staff confidentiality obligations, vulnerability

management and security monitoring, taking into account the nature, scope, context and risk of the processing.

8.3 The Customer acknowledges that security also depends on the Customer's own controls, including user access management, device security, password practices, downloaded files, printed reports and internal sharing.

## 9. Sub-processors

9.1 The Customer gives general written authorisation for Class Diagnostix to appoint Sub-processors to support the Service.

9.2 Class Diagnostix will maintain a list of material Sub-processors at <https://www.classdiagnostix.com/subprocessors> or provide it on written request.

9.3 Class Diagnostix will impose written data protection obligations on Sub-processors that are materially equivalent to the obligations in this Data Processing Agreement.

9.4 Class Diagnostix remains responsible to the Customer for the performance of Sub-processors' data protection obligations.

9.5 Class Diagnostix will give reasonable notice of any intended material change to Sub-processors where required by Data Protection Laws, giving the Customer an opportunity to object on reasonable data protection grounds.

## 10. International transfers

10.1 Class Diagnostix will not transfer Customer Personal Data outside the United Kingdom unless appropriate safeguards are in place as required by Data Protection Laws.

10.2 Appropriate safeguards may include adequacy regulations, the UK International Data Transfer Agreement, the UK Addendum to EU Standard Contractual Clauses, or another lawful transfer mechanism.

10.3 Class Diagnostix will provide reasonable information about international transfer safeguards on request.

## 11. Data subject rights

11.1 Taking into account the nature of the processing, Class Diagnostix will provide reasonable assistance to help the Customer respond to requests from data subjects exercising their rights under Data Protection Laws.

11.2 If Class Diagnostix receives a request from a data subject relating to Customer-controlled Customer Personal Data, Class Diagnostix will, where appropriate, refer the requester to the Customer or notify the Customer, unless prohibited by law.

11.3 Class Diagnostix will not respond directly to data subject requests concerning Customer-controlled Customer Personal Data except on the Customer's documented instructions or where required by law.

## 12. Personal data breaches

12.1 Class Diagnostix will notify the Customer without undue delay after becoming aware of a Personal Data Breach affecting Customer Personal Data.

12.2 The notification will include information reasonably available to Class Diagnostix to help the Customer assess the breach and meet any notification obligations.

12.3 The Customer is responsible for deciding whether notification to the ICO, data subjects or any other party is required, unless the breach concerns processing for which Class Diagnostix is Controller.

12.4 The parties will cooperate in good faith when investigating and responding to a Personal Data Breach.

## 13. DPIAs and regulatory assistance

13.1 Taking into account the nature of processing and the information available to Class Diagnostix, Class Diagnostix will provide reasonable assistance to the Customer with data protection impact assessments and prior consultation with the ICO where required by Data Protection Laws.

13.2 Class Diagnostix may charge a reasonable fee for assistance that goes beyond standard supplier due diligence or routine support, unless the assistance is required because of Class Diagnostix's breach of this Data Processing Agreement.

## 14. Deletion and return

14.1 On expiry or termination of the Service, or on written request, Class Diagnostix will delete or return Customer Personal Data in accordance with the Customer's reasonable instructions, unless UK law requires continued storage.

14.2 Unless agreed otherwise, Customer Personal Data in the live system is normally retained while the subscription is active and for up to 6 months after expiry or cancellation.

14.3 Backup copies are retained for up to 28 days and are then automatically overwritten or deleted. If Customer Personal Data is deleted from the live system, it may remain in encrypted or access-restricted backups for up to 28 days, but it will not be used for any purpose other than disaster recovery.

14.4 If a backup is restored, Class Diagnostix will take reasonable steps to re-apply deletion or rectification requests already actioned before restored data is returned to normal use.

14.5 Class Diagnostix may retain limited records where necessary for legal, accounting, billing, security, dispute resolution or compliance purposes.

## 15. Audits and compliance information

15.1 Class Diagnostix will make available information reasonably necessary to demonstrate compliance with this Data Processing Agreement.

15.2 The Customer may request reasonable audit information no more than once per year unless a Personal Data Breach, regulatory request or serious compliance concern justifies a further request.

15.3 Audits must be carried out during normal business hours, on reasonable notice, and in a way that does not compromise the security, confidentiality or availability of the Service or other customers' data.

15.4 Class Diagnostix may satisfy audit requests by providing appropriate policies, certifications, supplier questionnaires, security summaries, sub-processor information, written responses or other reasonable evidence.

## **16. Liability and term**

16.1 This Data Processing Agreement remains in force for as long as Class Diagnostix processes Customer Personal Data on behalf of the Customer.

16.2 The liability provisions in the Terms and Conditions of Service or other written agreement between the parties apply to this Data Processing Agreement, subject to any limits that cannot lawfully apply under Data Protection Laws.

16.3 Termination or expiry of the main contract does not affect provisions of this Data Processing Agreement that need to continue to govern deletion, return, confidentiality, audit information, liability or retained records.

*End of document.*