

Educational Use Agreement and Data Processing Agreement

Simulcation — Datacenter Simulation Platform

Version 1.0 · Last updated: 9 June 2026

This Educational Use Agreement and Data Processing Agreement (the "Agreement") is entered into between **Simulcation**, Rigistrasse 18, 6045 Meggen, Switzerland ("Simulcation", "we" or "us"), and the educational institution identified below (the "Institution"). It supplements the Simulcation Terms of Use and Privacy Notice and governs the Institution's use of the Service for its students and staff and our processing of personal data on the Institution's behalf. Where this Agreement conflicts with the Terms of Use in respect of educational use or data processing, this Agreement prevails.

1. The Parties

Field	Details
Institution (legal name)	[Institution legal name]
Address	[Institution address]
Contact / data protection contact	[Name, role, email]
Effective date	[Date] / date of acceptance at registration

2. Part A — Educational Use

2.1. Definitions

Terms defined in the Terms of Use and Privacy Notice have the same meaning here. "Authorised Users" means the students and staff the Institution permits to use the Service under its account. "Student Data" means personal data relating to Authorised Users that we process on the Institution's behalf. "Data Protection Law" means the revised Swiss Federal Act on Data Protection (FADP) and, where applicable, the EU General Data Protection Regulation (GDPR).

2.2. Scope of Educational Use

We grant the Institution a non-exclusive, non-transferable right to enable access to the Service for its Authorised Users for educational purposes for the term of this Agreement.

The Institution administers its own account, manages Authorised Users, and is responsible for their use of the Service.

2.3. Accounts and Authorised Users

The Institution is the account holder and the contracting party, and accepts the Terms of Use on behalf of its Authorised Users. Student accounts are provided on the applicable educational or free tier. The Institution is responsible for issuing, managing and de-provisioning Authorised User access and for keeping account credentials secure.

2.4. Institution Responsibilities

The Institution shall:

- obtain and maintain all parental or guardian consents and any other authorisations required by law for its students (including minors) to use the Service, and provide students with age-appropriate information about it;
- ensure Authorised Users comply with the Acceptable Use provisions of the Terms of Use, and supervise student use as appropriate;
- provide accurate account and billing-contact information and keep it current;
- act as the controller in respect of Student Data and ensure it has a lawful basis for the processing it instructs us to carry out.

2.5. Fees and Educational Tier

Unless a separate order or price list states otherwise, student access is provided on a free or discounted educational tier. Any fees, and the features included in the applicable tier, are as set out in the order or price list. Sections of the Terms of Use on payment apply to any paid elements.

2.6. Term, Suspension and Termination

This Agreement starts on the Effective date and continues until terminated. Either party may terminate on reasonable notice, or immediately for material breach. We may suspend access where necessary to protect the Service, other users or to comply with law. On termination, the Institution's and its Authorised Users' right to use the Service ends, and Student Data is handled as set out in clause 15.

3. Part B — Data Processing Agreement

3.1. Roles and Scope

7.1 In respect of Student Data, the Institution is the controller and Simulation is the processor, each as defined under Data Protection Law. This Part B applies to processing of Student Data carried out by us on the Institution's behalf and reflects the requirements of Article 28 GDPR and Article 9 FADP.

7.2 The subject matter, duration, nature and purpose of the processing, the types of personal data and categories of data subjects are set out in Annex 1.

3.2. Processing Instructions

8.1 We process Student Data only on the Institution's documented instructions, including as set out in this Agreement, the Terms of Use and the Privacy Notice, unless required to act otherwise by law (in which case we will inform the Institution, unless the law prohibits this).

8.2 We will inform the Institution if, in our opinion, an instruction infringes Data Protection Law.

3.3. Confidentiality

We ensure that persons authorised to process Student Data are bound by appropriate confidentiality obligations and are trained on their data protection responsibilities.

3.4. Security Measures

We implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, as described in Annex 2, taking into account the nature of the processing and the fact that it may concern minors.

3.5. Sub-Processors

11.1 The Institution provides general authorisation for us to engage the sub-processors listed in Annex 3 to support the provision of the Service. We impose data protection obligations on each sub-processor that are no less protective than those in this Agreement, and remain responsible for their performance.

11.2 We will inform the Institution of any intended addition or replacement of a sub-processor with reasonable notice, giving the Institution the opportunity to object on reasonable data-protection grounds.

3.6. International Transfers

Where Student Data is transferred to a country without an adequacy decision, we rely on an appropriate transfer mechanism — in particular the EU Standard Contractual Clauses together with the Swiss addendum recognised by the FDPIC, or another lawful mechanism. Further details are available on request.

3.7. Assistance to the Institution

Taking into account the nature of the processing, we provide reasonable assistance to the Institution by appropriate technical and organisational measures to help it respond to data subject requests (such as access, rectification, erasure, objection and portability) and to meet its obligations regarding security, breach notification, data protection impact assessments and prior consultation with supervisory authorities.

3.8. Personal Data Breaches

We notify the Institution without undue delay after becoming aware of a personal data breach affecting Student Data, and provide the information reasonably required for the Institution to meet its own notification obligations under Data Protection Law (in Switzerland, to the FDPIC; in the EU/EEA, to the relevant supervisory authority and, where required, to affected individuals).

3.9. Return and Deletion of Data

On termination of the Service or on the Institution's written request, we delete or return Student Data and delete existing copies, unless retention is required by law. Backups are purged on a rolling basis within 90 days. Retention periods for specific data categories are set out in the Privacy Notice.

3.10. Audits and Information

We make available to the Institution information reasonably necessary to demonstrate compliance with this Part B, and allow for and contribute to audits, including inspections, conducted by the Institution or an auditor it mandates, on reasonable prior notice, subject to confidentiality and to not compromising the security of other customers.

3.11. Liability

The liability provisions of the Terms of Use apply to this Agreement. Nothing in this Agreement limits liability where this is not permitted by mandatory law.

3.12. Governing Law and Jurisdiction

This Agreement is governed by Swiss law, excluding its conflict-of-law rules and the CISG. The ordinary courts at the registered seat of Simulcation in Switzerland (Lucerne) have exclusive jurisdiction, subject to any mandatory place of jurisdiction.

4. Annex 1 – Details of the Processing

Item	Description
Subject matter	Provision of the Simulcation datacenter simulation platform to the Institution's Authorised Users.
Duration	For the term of the Agreement, plus the deletion period in clause 15.
Nature and purpose	Hosting, storage and processing of personal data to provide, secure and support the Service and manage accounts.
Types of personal data	Identification and contact data (name, email, username); hashed credentials; role; simulation and usage content; technical and log data. Billing data only for the Institution's billing contact.
Categories of data subjects	The Institution's students (which may include minors) and staff/teachers; administrative and billing contacts.
Special-category data	None requested or required. The Institution must not submit special-category data through the Service.

5. Annex 2 – Technical and Organisational Measures

- Encryption of personal data in transit (TLS), and at rest where supported by the relevant service.
- Access controls on a least-privilege basis, with multi-factor authentication for administrative access; authentication operated via Clerk.
- Secrets management for credentials and keys; no storage of full payment card data (handled by the payment provider).
- Network protection via firewalling, a reverse proxy and CDN/edge security (Cloudflare).
- Hosting in secure datacenters within the EU (Hetzner, Germany).
- Logging, error and performance monitoring (Sentry), and security event review.
- Regular backups with rolling purge within 90 days; tested restoration.
- Data minimisation and pseudonymisation where practicable; privacy-protective defaults for minors.
- Staff confidentiality undertakings and data protection awareness.
- A documented incident-response and breach-notification process, and periodic review of these measures.

6. Annex 3 – Approved Sub-Processors

Sub-processor	Purpose	Location
Hetzner Online GmbH	Cloud hosting and infrastructure	Germany (EU)
Cloudflare	CDN, DNS and security	EU / United States (global)
Clerk	Authentication and account security	United States
Sentry	Error and performance monitoring	EU / United States
Stripe	Payment processing (paid tiers / billing contact only)	EU / United States
GoDaddy / Microsoft 365	Transactional and account email	EU / United States

7. Signatures

For the Institution	For Simulcation
Name:	Name:
Title:	Title:
Date:	Date:
Signature:	Signature:

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