

Standard data processing agreement (DPA)

Revised May 2026 · standard template

This data processing agreement (the “Agreement”) is entered into between the customer registering employees in Lexico Academy (the “Controller”) and LexiCo AS, company reg. no. 937 155 344, the provider of Lexico Academy (the “Processor”). The Agreement constitutes the data processing agreement under the General Data Protection Regulation (GDPR) Article 28 and applies as an annex to the subscription agreement. This is a standard template — for the Enterprise tier a tailored agreement can be entered into by contacting salg@lexico.no.

1. Background and purpose

The Agreement governs the Processor's processing of personal data on behalf of the Controller in connection with the use of the Lexico Academy training platform.

In the event of conflict between the Agreement and other agreements between the parties, the Agreement prevails for questions concerning the processing of personal data.

2. Definitions

The terms “personal data”, “processing”, “controller”, “processor”, “sub-processor”, “data subject” and “personal data breach” have the same meaning as in GDPR Article 4.

3. Subject matter, nature, duration and purpose of processing

Subject matter: administration and documentation of compliance training for the Controller's employees.

Nature: collection, recording, storage, organisation, structuring, making available and erasure.

Purpose: to deliver courses, record progress and results, and issue verifiable course records.

Duration: processing continues for as long as the subscription is in effect and ends in accordance with section 11.

4. Categories of data subjects and personal data

Data subjects: employees and other users to whom the Controller grants access to the platform.

Personal data: name, email address, role and organisational affiliation, course progress, test results, issued course records, and login and activity logs.

No special categories of personal data (GDPR Article 9) or data relating to criminal convictions and offences are processed.

5. Obligations of the Processor

The Processor shall process personal data only on documented instructions from the Controller, including this Agreement and the Controller's use of the platform.

The Processor shall ensure that personnel with access to the personal data are bound by confidentiality.

The Processor shall inform the Controller if, in the Processor's opinion, an instruction infringes data protection law.

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6. Security measures

The Processor shall implement appropriate technical and organisational measures under GDPR Article 32, including encryption of data in transit and at rest, role-based access control, logging of access and changes, and regular backups.

All processing and storage takes place within the EU/EEA. An up-to-date overview of the measures is described in the data handling statement at academy.lexico.no.

7. Sub-processors

The Controller grants general prior authorisation for the Processor to use sub-processors to deliver the service. Current sub-processors are listed in the data handling statement.

The Processor shall impose on every sub-processor data protection obligations equivalent to those in this Agreement, and notify the Controller of intended changes so that the Controller may object to the change.

8. Assistance to the Controller

The Processor shall, as far as possible, assist the Controller in fulfilling its obligation to respond to requests concerning data subject rights under GDPR Chapter III.

The Processor shall assist the Controller in complying with the obligations under GDPR Articles 32–36, including security, breach handling and data protection impact assessments.

9. Personal data breach

The Processor shall notify the Controller without undue delay after becoming aware of a personal data breach.

The notification shall contain available information on the nature of the breach, its likely consequences and the measures taken, so that the Controller can fulfil its own notification obligation towards the supervisory authority and data subjects.

10. Transfers to third countries

The Processor shall not transfer personal data to countries outside the EU/EEA without documented instructions from the Controller and a valid transfer basis under GDPR Chapter V.

11. Erasure and return

On termination of the service, the Processor shall, at the Controller's choice, erase or return all personal data and erase existing copies, unless storage is required under EU or national law.

Erasure or return normally takes place within 90 days after termination.

12. Audit and inspection

The Processor shall make available to the Controller all information necessary to demonstrate compliance with the obligations in the Agreement, and allow for and contribute to audits.

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Audits may be carried out by presenting up-to-date documentation, certifications or standardised audit reports.

13. Duration and termination

The Agreement applies for as long as the Processor processes personal data on behalf of the Controller, and terminates automatically when the subscription agreement ends.

14. Governing law and venue

The Agreement is governed by Norwegian law. Disputes not resolved amicably shall be subject to the Norwegian courts.

This is a standard template and does not replace legal advice. The Controller is encouraged to have the agreement reviewed against its own operations.