

DATA PROCESSING ADDENDUM Sep 2025

This Data Processing Agreement ("**Agreement**") forms part of the terms of the Services and the Subscription Agreement between the following party who is located in the EU or UK:

School:

Address:

(the "**Education Institution**"), and

the **Licensor** and **3P Learning UK Limited**

(each the "**Data Processor**")

and in connection with a Subscription to the program

Program:

Effective Date:

BACKGROUND

- (A) The Education Institution acts as a Data Controller.
- (B) The Education Institution wishes to procure the Services, which imply the processing of personal data, from the Data Processor.
- (C) In and from the Effective Date, the Parties agree to implement a data processing agreement that complies with applicable data protection laws, including the UK General Data Protection Regulation and the Data Protection Act 2018 (**UK GDPR**) and the Data Protection Act 2018, as well as the EU General Data Protection Regulation 2016/679 (**EU GDPR**) where relevant. These laws protect individuals' personal data and govern how it is collected, used, and shared across jurisdictions.
- (D) The Parties wish to lay down their rights and obligations.

IT IS AGREED AS FOLLOWS:

1. Definitions and Interpretation

- 1.1 Unless otherwise defined herein, capitalized terms and expressions used in this Agreement shall have the following meaning:
 - a. "**Agreement**" means this Data Processing Agreement and all Schedules;
 - b. "**Contracted Processor**" means the Subprocessors in Annexure A Part 2 and as updated in the Data Processors Data and Security FAQs document published at www.3plearning.com/privacy;

- c. "**Data Protection Laws**" means the UK GDPR and the Data Protection Act 2018, and where applicable, the EU GDPR 2016/679. Terms shall be interpreted in accordance with the relevant jurisdiction.
- d. "**Education Institution Personal Data**" means any Personal Data Processed by a Contracted Processor on behalf of Education Institution pursuant to or in connection with the Subscription Agreement;
- e. "**EEA**" means the European Economic Area;
- f. "**Data Transfer**" means:
 - i. a transfer of Education Institution Personal Data from the Education Institution to Processor; or
 - ii. an onward transfer of Education Institution Personal Data from a Processor to a Contracted Processor,and as between each of them, wherein in each case, subject to data transfer agreements put in place to address Data Protection Laws;
- g. "**Processing**" has the meaning in Annexure A Part 2.
- h. "**Program Security Requirement**" has the meaning in Annexure A Part 3.
- i. "**Services**" means the learning program and their ancillary services performed in Annexure A Part 1.
- j. "**Subprocessor**" means any person appointed by or on behalf of Processor to process Personal Data on behalf of the Education Institution in connection with the Agreement.
- k. "**Subscription Agreement**" means the quotation and purchase agreement for the Services, including the length of the subscription and number of users.

- 1.2 The terms, "**Commission**", "**Controller**", "**Data Subject**", "**Member State**", "**Personal Data**", "**Personal Data Breach**", "**Processing**" and "**Supervisory Authority**" shall have the same meaning under the Data Protection Laws.

2. Processing of Education Institution Personal Data

- 2.1 Processor shall:
 - a. comply with all applicable Data Protection Laws in the Processing of Education Institution Personal Data;
 - b. not Process Education Institution Personal Data other than in accordance with relevant instructions from the Education Institution, the Subscription Agreement and applicable law and

- c. safeguard the Education Institutional Personal Data to the data security standards not less than the Program Security Requirements.

2.2 The Education Institution instructs Processor to process Education Institution Personal Data.

3. Processor Personnel

Processor shall take reasonable steps to ensure:

- 3.1 Education Institution Personal Data is only used as strictly necessary for the purposes of the Subscription Agreement or specific agreement or consent;
- 3.2 any employee, agent or Contracted Processor who may have access to the Education Institution Personal Data, is limited to those individuals who need to know / access such data to perform the Services, and to comply with applicable law,
- 3.3 any employee, agent or Contracted Processor are subject to appropriate confidentiality undertakings in relation to performance of their duties in connection with the Services.

4. Security

- 4.1 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Processor shall in relation to the Education Institution Personal Data implement appropriate technical and organizational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) of the GDPR.
- 4.2 In assessing the appropriate level of security, Processor shall take account in particular of the risks that are presented by Processing, in particular from a Personal Data Breach.

5. Subprocessing

- 5.1 The Education Institution acknowledges the authorised Contracted Subprocessor may be updated from time to time for the data processing enabled by the Processor as set out in Annexure B.
- 5.2 Processor shall not otherwise appoint (or disclose any Education Institution Personal Data to) any Subprocessor unless required or authorized by the Education Institution.

6. Data Subject Rights

- 6.1 The Processor shall support the Education Institution in fulfilling data subject rights as required by Data Protection Laws, including the right to data portability and the right to erasure (right to be forgotten).
- 6.2 Taking into account the nature of the Processing, Processor shall assist the Education Institution by

implementing appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Education Institution obligations, as reasonably understood by Education Institution, to respond to requests to exercise Data Subject rights under the Data Protection Laws.

6.3 Processor shall:

- a. promptly notify Education Institution if it receives a request from a Data Subject under any Data Protection Law in respect of Education Institution Personal Data; and
- b. ensure that it does not respond to that request except on the documented instructions of Education Institution or as required by Applicable Laws to which the Processor is subject, in which case Processor shall to the extent permitted by Applicable Laws inform Education Institution of that legal requirement before the Contracted Processor responds to the request.

7. Personal Data Breach

- 7.1 Processor shall notify Education Institution without undue delay upon Processor becoming aware of a Personal Data Breach affecting Education Institution Personal Data, providing Education Institution with sufficient information to allow the Education Institution to meet any obligations to report or inform Data Subjects of the Personal Data Breach under the Data Protection Laws.
- 7.2 Processor shall co-operate with the Education Institution and take reasonable commercial steps as are directed by Education Institution to assist in the investigation, mitigation and remediation of each such Personal Data Breach.

8. Data Protection Impact Assessment

- 8.1 Processor shall provide reasonable assistance to the Education Institution with any data protection impact assessments, and consultations with Supervising Authorities or other competent data privacy authorities, which Education Institution reasonably considers to be required under relevant Data Protection Law.

9. Deletion or return of Education Institution Personal Data

- 9.1 Subject to this section 9 Processor shall promptly and in any event within
- 9.2 10 business days of the date of cessation of any Services involving the Processing of Education Institution Personal Data (the "**Cessation Date**"), delete and procure the deletion of all copies of those Education Institution Personal Data.
- 9.3 Processor shall provide written certification to Education Institution that it has fully complied with this section 9 within 10 business days of the Cessation Date on written request.

10. Audit rights

- 10.1 On the Education Institution's reasonable request, Processor shall make available to the Education Institution or their auditor, all information necessary to demonstrate compliance with this Agreement and in relation to the Processing of the Education Institution Personal Data by the Processor or Contracted Processors.
- 10.2 The audit scope may include requests for summaries and verification of compliance with data protection obligations and security measures. The parties acknowledge and agree the information may be provided by the Processor or Contracted Processors to the Education Institution is on a confidential basis or with security measures to prevent security vulnerability to the Services or the audit.
- 10.3 Audits may be conducted once during any 12 month period, or in response to a data breach or regulatory inquiry. The scope may include verification of compliance with Articles 28–32 of the Data Protection Laws.
- 10.4 Information and audit rights of the Education Institution only arise under section 10.1 to the extent that the Subscription Agreement does not otherwise give them information and audit rights meeting the relevant requirements of Data Protection Law.

11. Data Transfer

- 11.1 The Processor may not transfer or authorize the transfer of Data to countries outside the EU, UK and/or the European Economic Area (EEA) (**GDPR Country**) without the prior written consent of the Education Institution.
- 11.2 The Education Institution consents to the Processor processing Data in the Program as set out in Annexures to this Agreement.
- 11.3 Transfers to non-GDPR countries shall be subject to EU or UK approved Standard Contractual Clauses (SCCs), including the 2021 EU SCCs and the UK Addendum, as applicable.

12. General Terms

- 12.1 **Confidentiality.** Each Party must keep this Agreement and information it receives about the other Party and its business in connection with this Agreement ("**Confidential Information**") confidential and must not use or disclose that Confidential Information without the prior written consent of the other Party except to the extent that:
- a. disclosure is required by law;
 - b. the relevant information is already in the public domain.

- 12.2 **Notices.** All notices and communications given under this Agreement must be in writing and will be delivered personally, sent by post or sent by email to the address or email address set out in page 1 of this Agreement at such other address as notified in writing (including under any current Subscription Agreement).

13. Governing Law

- 13.1 This Agreement is governed by the laws of Ireland.
- 13.2 Any dispute arising in connection with this Agreement must be raised in a notice of dispute to the other party. The Parties have 20 days of written notice for the dispute, to endeavour to resolve the dispute.
- 13.3 Any dispute, controversy, or claim arising out of or relating to this Agreement, unable to be resolved in accordance with 13.2, shall be referred to and finally resolved by arbitration in accordance with the Arbitration Act 2010 of Ireland as follows:
- The seat of arbitration shall be Dublin, Ireland. The language of the arbitration shall be English. The arbitral tribunal shall consist of one arbitrator, unless the Parties agree otherwise. The arbitration shall be conducted in accordance with the UNCITRAL Model Law on International Commercial Arbitration, as adopted under Irish law.
- 13.4 The decision of the arbitrator shall be final and binding on the Parties, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

3P Learning contact details:

Data Privacy Office: privacy@3plearning.com

IN WITNESS WHEREOF, this Agreement is entered into with effect from the date first set out below.

Education Institution

Signature _____

Name: _____

Title: _____

Date Signed: _____

3P Learning

These terms are incorporated to your Subscription Agreement indicated with a Quote number and when the licences are assigned to your Education Institution.

Quote number:

Annexure A

Part 1: Services

- E-learning program delivery, in program learning features, reporting and hosting
- Customer Relationship Management (CRM)
- Providing user Guidance, Account management & support tickets
- Reporting and e-learning resources for teachers
- Class rostering (including integrations if available and requested)

Part 2: Subprocessors and Processing Activities

- User: Student and Teacher data processed during in-program use
- Account Subscription : Teacher and School Administrator data processed to enable account administration activities.

Processing Activities: The processing of data by Subprocessors are as follows

Learning Program and 3P Services with Processing

This is performed by our product licensors and their subsidiaries located primarily in Australia: 3P Learning Limited, 3P Learning Australia Pty Limited, Blake eLearning Pty Limited, Pairwise Pty Limited, Intrepica Pty Limited.

Hosting (Cloud)

Name	Function	Data Types Processed	Jurisdiction	Notes
AWS	Hosting of program data	In program data: Teacher name, student name, class / grade, usage and activity data for program features	US/Australia (back up: AU)	USA (for Reading Eggs, Mathseeds, Wordflyers, Writing Legends) Australia (for Brightpath Progress, Literacy Planet)
Microsoft Azure	Hosting of program data		US/Australia (back up: Europe)	USA (for Mathletics) Australia and USA (for Writing Legends, Storyathon)

Customer Relationship Management (CRM)

CRM includes Customer detail and subscription management and records; customer engagement and collaboration tools to contact 3P Learning, and communication-related services for customer experience.

Name	Function	Data Types Processed	Jurisdiction
8x8	CRM (incl voice)	Teacher Contact details, voice data	US/UK/Singapore/Global
Gong.io		Teacher Contact details, enquiries, voice data	US
Zoom Voice		Teacher Contact details, voice data	US/EU/AU
Freshworks	CRM	Teacher Contact details, enquiries	Parent / Teacher Contact details,
Mailchimp		Teacher Contact details, survey, feedback and product information communication	US/Global
Salesforce		Teacher Contact details subscription enquiries	Australia
Zoho		Teacher Contact details, enquiries, usage data, student/class info	US/Global

Ortto - (<i>Literacy Planet only</i>)		Teacher Contact details, usage data, student/class info	AU
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User Guidance and Experience

Name	Function	Data Types Processed	Jurisdiction
Hotjar	User Guidance and Experience	Teacher contact details, Teacher enquiry	EU
Userpilot			US
VWO			US/Global
Walkme			US/Global
Ortto			AU (Literacy Planet only)

Class Rostering

Available on request from the school, if applicable.

Name	Function	Data Types Processed	Jurisdiction
Classlink	Class Rostering	Contact details, usage data, student/class info	US/EU
Clever			US
Wonde			UK

General Applications

Name	Function	Data Types Processed	Jurisdiction
Microsoft	General Applications	Contact details, usage data, student/class info	US/Global
Netsuite	Invoicing	Contact details, usage data, student/class info	Australia

Webprogram Analytics (program function – delivery of educational purpose only)

Name	Function	Data Types Processed	Jurisdiction
Google Analytics	Website Analytics	In- program – limited: Usage data, functionality identifiers	US
Posthog	Website Analytics	In- program – limited: Usage data, functionality identifiers	US/EU

Payment processing

(3P does not receive or hold full credit card details)

Name	Function	Data Types Processed	Jurisdiction
Chargebee	Third party payment processors	Third parties process secure payment data from customer.	US/Global
Eway	Third party payment processors	3P receives limited information in relation to payment time and token/identifiers shared to account subscription.	Australia

Part 3: Program Security Requirement

Encryption of data at rest and Encryption of data in transit is AES-128 or higher for Reading Eggs, Mathseeds, Brightpath Progress, Writing Legends and Wordflyers or AES-256 or higher for personally identifiable information for Mathletics.

Mathletics	AES-256 or higher
Literacy Planet	SHA-256
Reading Eggs Mathseeds Writing Legends Brightpath Progress and other programs	AES-256 or higher

Our Subprocessors are reviewed for security certifications periodically, and this generally includes review against standards aligning with among SOC 2, ISO 27001, subject to the types of processing undertaken.

Our technical and organisation measures

Measures of pseudonymisation and encryption of personal data	Users may elect to use pseudonyms Encryption processes are noted on the prior page.
Measures for ensuring ongoing confidentiality, integrity, availability and resilience of processing systems and services	<p>3P Learning only collect information needed to provide our services effectively to our customers. We provide employees access based on least privilege and have role based access control (RBAC) mechanisms in place.</p> <p>We implement Single Sign On (SSO) and/or Multi-Factor Authentication (MFA) for all mission critical and data sensitive applications while following industry appropriate practices for corporate security measures.</p> <p>In terms of security measures, we conduct regular penetration testing and audits or assurance processes to ensure security operations are kept up to date and maintained to the best known capabilities and procedures for the current time.</p> <p>Access to corporates offices are secured for authorised employees only, and our connectivity with online systems applies secure wifi technologies. Data storage providers are all ISO27001 compliant.</p>
Measures for ensuring the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident	<ul style="list-style-type: none"> • Location of data centres and back up can be found in Privacy Policy. • Our data security capabilities includes personnel, tools and processes developed to review for, and detect, malicious software to prevent incidents. • 3P Learning is supported by risk management and frameworks that enable personnel to engage promptly in event of a physical or technical incident.
Processes for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures to ensure security of the processing	3P Learning conducts regular penetration testing and audits or assurance processes to ensure security operations are kept up to date and maintained to the best known capabilities and procedures for the current time.
Measures for user identification and authorisation	3P Learning applies multi factor authentication and role based access control methods are utilised.
Measures for the protection of data during storage	In addition to our security specifications, our program data is hosted with cloud based providers (AWS, Azure) with safeguards designed to adhere to security standards operating to their certifications. We select and monitor our vendors in relation to their protection for data storage.
Measures for ensuring physical security of locations at which personal data are processed	3P Learning applies policies and protocols designed to ensure access and use of or offices, physical (computers)and digital technologies are access or password protected.
Measures for ensuring events logging	Our programs are developed in-house without third party contractors. Our Development teams apply protocols and processes for events logging. This is designed to assure consistent program operations and security.
Measures for internal IT and IT security governance and management	3P Learning applies a range of IT policies that in term support the Privacy compliance frameworks that are in place. These are supported by accountability of senior leadership team, including the Chief Technology Officer (and his delegates) and a broader Risk Mangement function that reports to the Audit and Risk Committee.
Measures for certification/assurance of processes and products	3P Learning conducts regular penetration testing and audits or assurance processes to ensure security operations are kept up to date and maintained to the best known capabilities and procedures for the current time.
Measures for ensuring data minimisation	3P Learning develops the learning resources for educational purposes utilising the minimum personally information for the features, and enabling pseudonymity if customers prefer.
Measures for ensuring data quality	3P Learning School and Parent customers administer their account details, and user experiences in the program (for lessons, certificates and reports in our education programs). We respond promptly to questions on data quality or the features of our products.
Measures for allowing data portability and ensuring erasure	While the subscription data is managed by parents, teachers and schools, we facilitate lawful request transfers of data, and deletion requests.