

DATA PROCESSING ADDENDUM (DPA)

MoveAhead Limited >< Educator/Controller

Last updated: [Insert Date]

This Data Processing Addendum ("DPA") forms part of, and is subject to, the agreement between: (a) MoveAhead Limited ("Processor" or "MoveAhead"), registered in Ireland; and (b) [Educator legal name] ("Controller"), governing the provision and use of MoveAhead's MAP dashboard/portal and motion-analytics services (the "Agreement"). In case of conflict between this DPA and the Agreement, this DPA prevails to the extent of the conflict for matters of data protection.

1. Definitions

Terms used but not defined in this DPA have the meanings in the Agreement or, where applicable, the GDPR. "Applicable Data Protection Law" means the GDPR, the UK GDPR and DPA 2018, and any other laws applicable to the processing under this DPA. "Personal Data," "Data Subject," "Processing," "Controller," and "Processor" have the meanings set out in Applicable Data Protection Law. "Services" means the MAP dashboard/portal and related motion-analytics services provided by MoveAhead.

2. Roles of the Parties

Controller is the controller of Personal Data processed under the Services. MoveAhead acts as Processor and will process Personal Data only on Controller's documented instructions, as set out in this DPA and the Agreement.

3. Details of Processing (Article 28(3))

- Subject matter: Processing Personal Data to associate movement coordinates (no images/no video) with identified children for assessment, reporting, and programme delivery in the MAP dashboard/portal.
- Duration: For the term of the Agreement, plus any secure wind-down/export period specified by Controller.
- Nature and purpose: Hosting, storage, retrieval, analysis of movement coordinates, dashboard visualisation, report generation, account management, support, security monitoring, and service improvement (with de-identified data only).
- Categories of Data Subjects: Children/students/participants; teachers/coaches and authorised staff; Controller administrators.
- Types of Personal Data: Child name, class, school, date of birth, parent/guardian email; movement coordinates and performance metrics linked to the child; generated reports; teacher/coach name, email, role, organisation; login metadata.
- Special categories: Not intentionally processed. Controller shall not input special category data unless expressly agreed in writing.

MoveAhead Limited (Company Number 717167)

Registered Address: Suite 123, Guinness Enterprise Centre, Taylor's Lane, Dublin 8, Ireland

Directors: Joseph Concannon, Johann Issartel (French), Jamie McGann, Sean Mitchell,

4. Controller Responsibilities

- Controller determines the lawful basis of processing; provides required notices to Data Subjects/parents; ensures Personal Data provided is accurate and limited to what is necessary; and manages Data Subject rights requests. Where programmes involve children under applicable age thresholds (e.g., COPPA in the U.S.), Controller is responsible for obtaining any required verifiable parental consent.

5. Processor Obligations

- a) Instructions. Processor will process Personal Data only on Controller's documented instructions, including with regard to transfers to a third country or international organisation, unless required to do so by law (in which case Processor will inform Controller unless legally prohibited).
- b) Confidentiality. Processor ensures that persons authorised to process Personal Data are subject to appropriate confidentiality obligations and receive appropriate privacy/security training.
- c) Security. Processor implements appropriate technical and organisational measures ("TOMs") as described in Annex II to ensure a level of security appropriate to the risk.
- d) Sub-processors. Processor may engage sub-processors per Section 6; remains responsible for their performance; and imposes obligations no less protective than this DPA.
- e) Assistance. Taking into account the nature of processing, Processor assists Controller by appropriate technical and organisational measures, insofar as possible, to fulfil Controller's obligations to respond to requests for exercising Data Subjects' rights; and to meet obligations relating to security, breach notification, DPIAs, and prior consultations.
- f) Records. Processor maintains records of processing activities as required by law and makes them available to Controller on request.
- g) Audits. See Section 9 (Audit and Information Rights).

6. Sub-processors

- Controller authorises Processor to engage sub-processors to support the delivery of the Services. Processor will maintain an up-to-date list of sub-processors [provide URL or "available on request"] and provide prior notice of material changes, affording Controller an opportunity to object on reasonable grounds. Where Controller reasonably objects, the parties will work in good faith to find a solution; if none is found, Controller may suspend or terminate the affected Services without penalty.

7. International Transfers

- Where processing involves a transfer of Personal Data outside the UK/EEA, Processor will implement appropriate safeguards, including the EU Standard Contractual Clauses approved by the European Commission (Module 2: Controller to Processor) and, where applicable, the UK International Data Transfer Addendum. Processor will conduct transfer risk assessments where required and implement supplementary measures as appropriate.

8. Personal Data Breach Notification

- Processor will notify Controller without undue delay after becoming aware of a Personal Data Breach affecting Personal Data processed under this DPA. Such notice will describe the nature of the breach, categories and approximate number of data subjects and records concerned (if known), likely consequences, and measures taken or proposed to address the breach.

9. Audit and Information Rights

- Upon reasonable prior written notice and no more than once annually (unless required by a competent authority or following a verified breach), Controller may conduct an audit or inspection of Processor's relevant processing activities. Processor may satisfy audit obligations by providing independent third-party audit reports, certificates, or summaries (e.g., SOC 2, ISO 27001) and by facilitating questionnaires and conference calls. On-site audits shall (i) occur during normal business hours; (ii) not unreasonably disrupt operations; (iii) be subject to confidentiality and security requirements; and (iv) be limited to systems and locations relevant to the Services.

10. Return and Deletion

- At Controller's choice, upon termination or expiry of the Services, Processor will delete or return all Personal Data processed on behalf of Controller and delete existing copies, unless retention is required by law. Processor will certify deletion upon request. Controller is responsible for exporting any data it wishes to retain before deletion.

11. Data Location & Hosting

- Primary hosting region: EU (Ireland). Processor will not move the primary storage location outside this region without prior notice to Controller, subject to Section 7.

12. Children's Data Safeguards

- Processor's Services capture movement coordinates only (no images/no video) and do not create biometric identifiers. Processor does not sell Personal Data or use children's Personal Data for targeted advertising or unrelated purposes. Personalisation and reports are designed to support learning and do not produce legal or similarly significant effects for Data Subjects.

13. Liability

- Liability is governed by the Agreement. Nothing in this DPA limits or excludes liability to the extent such limitation or exclusion is prohibited by Applicable Data Protection Law.

14. Miscellaneous

- If any provision of this DPA is held invalid, the remainder remains in full force. This DPA may be executed in counterparts, including electronically. Order of precedence: this DPA, then the Agreement.

15. Governing Law and Jurisdiction

This DPA is governed by the laws of Ireland and the courts of Ireland, without regard to conflict of laws principles.

Annex I – Description of Processing

A. Controller: [Educator legal name, address]

B. Processor: MoveAhead Limited, Dublin, Ireland

C. Data subjects, data types, purposes, and duration: As set out in Section 3.

Annex II – Technical and Organisational Measures (TOMs)

- Access & Identity: role-based access control; least privilege; MFA for admin access; periodic access reviews; secure credential management.
- Data Security: encryption in transit and at rest; logical segregation of tenant data; key management; secure backups and tested restore; data minimisation and pseudonymisation where feasible.
- Application & Infrastructure Security: secure SDLC; code review; dependency and vulnerability management; environment hardening; logging and monitoring; change management; regular penetration testing.
- Availability & Resilience: redundancy; uptime monitoring; capacity planning; disaster recovery objectives and periodic testing.
- Privacy by Design/Default: data minimisation; no re-identification of motion data outside Controller-provided records; default privacy-protective settings.
- Personnel & Confidentiality: background checks where lawful; confidentiality agreements; security and privacy training; need-to-know access.
- Incident Response: documented runbooks; timely detection and triage; breach notification to Controller without undue delay; corrective actions tracking.
- Sub-processor Management: security due diligence; contractual flow-down; ongoing monitoring; maintained list of sub-processors and change notifications.
- International Transfers: EU SCCs/UK Addendum; transfer risk assessments; supplementary measures where appropriate.

Annex III – Authorised Sub-processors

The following sub-processors are authorised by Controller as of the Effective Date (or are available at the URL provided). Controller may request the current list at any time.

Name	Purpose	Location/Region	Safeguards (if transfer)
AWS	Hosting	Ireland	[SCCs/UK



Signatures

For Controller:

Name: _____

Title: _____

Date: _____

For Processor: MoveAhead Limited

Name: _____

Title: _____

Date: _____

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