

Data Processing Agreement

Document Version: 20/04/2026



This Data Processing Agreement sets out the terms under which New Media Learning Ltd processes personal data on behalf of educational institutions using the 4Matrix Cloud software platform, as well as in connection with customers' interactions with our support services. It applies solely to data processed within the software and through related support channels. It does not cover use of our website or other service delivery. For broader terms, please refer to our full [Terms and Conditions](#).

This **Data Processing Agreement** ("**Agreement**") is made and entered into by and between:

1. **The School** [Insert School Name and Address], (the "**Data Controller**"); and
2. **New Media Learning Ltd T/A 4Matrix** (Cart Lodge, Hill Farm, Church Lane, Ford End, Essex, CM3 1LH) (the "**Data Processor**")

Effective Date: This Agreement takes effect automatically on the date the School places an order for the 4Matrix Cloud software platform (the "**Service**").

If a signed version of this Agreement is required, please refer to Section 13.

1. Introduction

1.1 This Agreement governs the processing of personal data by the Data Processor on behalf of the Data Controller in connection with:

- **The Service:** the provision and operation of the 4Matrix Cloud software platform, including storage, analysis, and management of educational data.
- **Support Services:** the provision of technical and customer support, including communications through email, telephone, online chat, video conferencing, event registration, and other associated tools.

1.2 **The Service** enables the School to input, store, and analyse educational data. All data is securely hosted in Microsoft Azure Cloud infrastructure located in the United Kingdom.

1.3 **The Support Services** involve the processing of personal data necessary to provide technical and customer assistance. This may include staff contact details (names, email addresses and phone numbers), support request content, and communication records. Support interactions may be facilitated through approved third-party service providers (sub-processors). See section 5 and Annex A for more information.

2. Roles and Responsibilities

2.1 The School, as the Data Controller, determines the purposes and means of processing personal data.

- 2.2 New Media Learning Ltd, as the Data Processor, processes data solely on behalf of the School and in accordance with this Agreement.

3. Nature of Processing

3.1 Subject Matter:

- Storage and technical analysis of educational data inputted by the School into the Service.
- Collection and processing of customer data provided through Support Services, including contact details, support request content, and related communication records, for the purpose of responding to enquiries and delivering technical/customer assistance.

3.2 Methods of Data Import:

Personal data may be made available within the Service through one or more of the following methods, as determined by the School, by authorised users within 4Matrix Cloud.

- Manual upload of **spreadsheets**.
- **Arbor MIS integration**, where Schools using Arbor may authorise the secure transfer of selected data via an application programming interface (API) on a school-initiated, on-demand basis.
- **Bromcom MIS integration**, where Schools using Bromcom may authorise the secure transfer of selected data via an application programming interface (API) on a school-initiated, on-demand basis.
- **SIMS MIS integration**, where Schools using SIMS may optionally use the 4Matrix SIMS Integration Tool to securely transfer selected data into the Service on a school-initiated, on-demand basis. Use of the SIMS MIS Integration Tool is subject to separate terms governing the SIMS Integration Tool and does not alter the School's licence for, or use of, the core 4Matrix Cloud Service.
- Use of any MIS integration is optional and supplementary to the Service. The method by which data is imported does not alter the purposes of processing, the categories of personal data processed, or the respective roles and responsibilities of the School as Data Controller and New Media Learning Ltd as Data Processor under this Agreement.

3.3 **Duration:** For the duration of the software licencing agreement.

3.4 **Type of Data:** The School may upload personal data to the software, including but not limited to:

- Student names, dates of birth, photographs, ethnicities.
- Contextual information including Pupil Premium, FSM, SEN, EAL, Looked After and Disadvantaged statuses.
- Attendance data.
- Performance data including assessment grades and examination results.
- Staff details including names, email addresses and photographs.

3.5 **Data Subjects:** Students, teachers, and staff members.

4. Obligations of the Data Processor

4.1 The Processor shall:

- Process personal data on instruction from the Controller.

- Not access the data unless necessary for technical support or maintenance.
- Ensure that all personnel accessing the data have received basic DBS checks and are subject to confidentiality obligations.
- Implement appropriate technical and organisational measures to ensure a high level of data security (e.g., encryption, role-based access controls).

5. Sub-Processing

5.1 New Media Learning Ltd uses certain third-party service providers ("Sub-processors") to deliver the Services and Support Services.

5.2 A current list of authorised Sub-processors is set out in **Annex A** to this Agreement.

5.3 By entering into this DPA, the Data Controller explicitly consents to the engagement of the Sub-processors listed in **Annex A** by the Data Processor for the purposes of providing the Services.

5.4 Where personal data is transferred outside the United Kingdom, the Data Processor will ensure that appropriate safeguards are implemented in accordance with UK GDPR.

5.5 New Media Learning Ltd remains responsible for ensuring that all Sub-processors continue to meet the necessary data protection and security requirements.

5.6 Any changes to Sub-processors will be communicated with reasonable notice to the Controller, who has the right to object. If a mutually acceptable solution cannot be found, the Data Controller may terminate this DPA according to the termination clause 11.3.

6. International Data Transfers

6.1 Personal Data processed within the 4Matrix Cloud service is hosted within the United Kingdom using Microsoft Azure. However, in order to provide and support the Service, Microsoft may access and process such Personal Data from locations outside the United Kingdom.

Any such transfers are subject to appropriate safeguards in accordance with UK GDPR, including those set out in Microsoft's Data Protection Addendum ([link](#)).

7. Data Security

7.1 The Data Processor shall implement appropriate technical and organisational measures to protect personal data against unauthorised access, loss, or destruction.

7.2 Data shall be protected using access controls, encryption, and secure transmission protocols where appropriate.

8. Data Subject Rights

8.1 The Data Processor shall, where feasible, assist the Data Controller in fulfilling obligations to respond to data subject requests, including requests for access, correction, erasure, or data portability.

9. Data Breach Notification

9.1 Personal Data Breach Notification

In the event of a personal data breach, the Data Processor shall notify the Data Controller without undue delay and provide the following information (where available):

- A description of the nature of the breach;
- The categories and estimated number of data subjects and records concerned;
- The likely consequences of the breach;
- The measures taken or proposed to address the breach and to mitigate any possible adverse effects.

The Data Processor shall assist the Data Controller in meeting their obligations to investigate, document, and report the breach to the Information Commissioner's Office (ICO) and, where applicable, to affected data subjects.

9.2 Data Protection Impact Assessments (DPIAs)

The Data Processor shall provide reasonable assistance to the Data Controller, upon request, in carrying out Data Protection Impact Assessments and in consulting with the ICO, where such assessments or consultations are required under data protection law and relate to the processing of personal data carried out on behalf of the Data Controller.

9.3 Cooperation and Audits

The Data Processor shall make available to the Data Controller all information necessary to demonstrate compliance with this Agreement and data protection law. The Data Processor shall also allow for and contribute to audits, including inspections, conducted by the Data Controller or an auditor mandated by the Data Controller.

10. Data Retention & Deletion

10.1 The Data Processor shall retain Personal Data for the duration of the School's software licensing agreement, plus an additional period of six (6) months following termination of the agreement.

10.2 During this 6-month post-termination period, the Data Processor shall store the School's data in a secure and limited-access environment. This allows the School to reinstate the service without data loss, should it choose to resume use of the software.

10.3 After the 6-month retention period has expired, the Data Processor shall permanently and securely delete the School's account and all associated Personal Data. However, the Data Processor shall retain an anonymised record of the period during which the School held a licence, along with financial records such as invoices, as required by law.

11. Liability & Indemnity

11.1 Each party shall remain fully responsible for ensuring its own compliance with the UK GDPR and other applicable data protection laws.

12. Termination

12.1 This Agreement shall remain in effect for the duration of the School's software licencing agreement.

12.2 Termination of this Agreement is not possible without cancelling the software licence. For further details, refer to our full Terms and Conditions.

12.3 In the event that the Data Controller objects, on reasonable and legitimate grounds, to the appointment of a new sub-processor notified by the Data Processor, the Data Controller shall be entitled to terminate this Agreement (and the associated software licence) by giving written notice.

13. Governing Law

13.1 This Agreement shall be governed by and interpreted in accordance with the laws of England and Wales.

14. Accepting the Data Processing Agreement

14.1 This Agreement is deemed accepted upon placement of an order by the School.

14.2 If a signed copy is required, you may sign and return a copy to us for signature. See page 7.

Annex A: List of Sub-processors

Sub-processor	Purpose	Hosting / Data Location
Microsoft Azure (Microsoft Corporation)	Secure cloud hosting services for 4Matrix Cloud	UK (UK South)
Microsoft 365 (Microsoft Corporation)	Account management, general communications and internal admin	UK
Tidio	Live chat and customer support communications	EEA
Zoom Video Communications, Inc.	Training; webinar registration and delivery	EEA
Eventbrite, Inc.	Training; webinar registration and delivery	USA

Note on Additional Systems

In addition to the sub-processors listed above, New Media Learning Ltd makes use of the **3CX communications platform** and the **Hesk support ticketing system**. Both systems are hosted on servers operated and controlled directly by New Media Learning Ltd within the United Kingdom. As such, they are not considered external sub-processors, and customer data processed through these systems remains fully under the management and control of New Media Learning Ltd.

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If a signed copy of this Agreement is required, you may sign and return a copy to us for our signature at sales@4matrix.com. If you would prefer a physical copy, please refer to the address details, below.

For the Controller (The School):

School/Multi Academy Trust name:

Representative:

Signature:

Date:

And

For the Processor (New Media Learning Ltd):

Representative:

Signature:

Date:

By post:

Mr. Mike Bostock
New Media Learning Ltd / 4Matrix
Cart Lodge
Hill Farm
Church Lane
Ford End
Essex
CM3 1LH

Both copies will be signed, one copy retained, and one copy returned for the school records.

If you do not wish to accept this agreement but are still interested in using our services, please notify us at sales@4matrix.com with any questions you have. We will aim to provide a resolution, where possible.