



Data Processing Schedule

Version 1.0

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Data Processing Schedule

This Data Processing Schedule forms part of your agreement with Titania Ltd ("**Titania**"). It applies alongside the End User License Agreement ("**EULA**") and the Order that identifies your organization as the licensee ("**Licensee**") and sets out the additional terms that apply if and to the extent that Titania receives and processes Personal Data in connection with the Services.

Titania is committed to ensuring that all Personal Data is handled lawfully, fairly, and transparently in accordance with Applicable Data Protection Laws. This Data Processing Schedule explains the safeguards, processes, and responsibilities that apply when Personal Data is processed in connection with the Services.

Titania may update this document from time to time to reflect changes in the Services it provides or changes to Applicable Data Protection Laws.

1. Definitions

The definitions used in this Data Processing Schedule are set out below. Any term not defined here will have the meaning given elsewhere in the EULA.

"Adequate Country" means a country or territory that is recognized under Applicable Data Protection Laws from time to time as providing adequate protection for processing Personal Data.

"Applicable Data Protection Laws" means all applicable laws and regulations relating to data protection, the processing of Personal Data in force from time to time and applicable to the Parties including, but not limited to, (i) the EU General Data Protection Regulation 2016/679 ('**EU GDPR**') and (ii) the EU e-Privacy Directive (Directive 2002/58/EC); (iii) any and all applicable national law made under or pursuant to (i) or (ii); (iv) the EU GDPR as it is saved and incorporated into UK law by virtue of section 3 of the European Union (Withdrawal) Act 2018, the Data Protection Act 2018 and the Data (Use and Access) Act 2025 (collectively '**UK GDPR**'); (v) the California Consumer Privacy Act of 2018 and its corresponding regulations, as amended by the California Privacy Rights Act (collectively '**CCPA**'), (vi) the Virginia Consumer Data Protection Act, the Colorado Privacy Act, and any other comprehensive US state privacy laws; (vii) the Privacy Act 1988 (AU); (viii) the Privacy Act 2020 (NZ) and any consolidation or re-

enactment thereof, any legislation of equivalent purpose or effect enacted, and any orders, guidelines, guidance and instructions issued under any of the above or by any other relevant national authorities.

"Authorized Sub-processor" means a Sub-processor who is either (i) listed in Annex 1 and therefore deemed to be approved by the Licensee in accordance with clause 3.1, or (ii) added as a new or replacement Sub-processor in accordance with the process outlined in clause 3.3 of this Data Processing Schedule.

"Controller" means the person or entity, which alone or jointly with others, determines the purposes and means of the Processing of Personal Data. The term "Controller" shall be interpreted to include the meaning of the term "controller" as such term is defined by the EU GDPR or UK GDPR, and similar designations under and regulated by Applicable Data Protection Laws. Additionally, the term "Controller" shall also be interpreted to mean "Business" as defined under the CCPA, where applicable.

"Data Breach" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data.

"Data Subject" means an identified or identifiable natural person to whom Personal Data relates.

"Exporter" means any Controller or Processor located in a regulated jurisdiction processing Personal Data which transfers Personal Data outside the regulated jurisdiction in which it is located.

"Importer" means any Controller or Processor processing Personal Data who receives Personal Data from the Data Exporter under a Restricted Transfer.

"Licensee Personal Data" means Personal Data provided by the Licensee to Titania for the purpose of enabling Titania to provide the Services referenced within the Main Agreement and Annex I.

"Main Agreement" means the Order and EULA agreed between the Licensee and Titania for the provision of Software and Services to which this Data Processing Schedule applies.

"Personal Data" shall have the meaning set out in Applicable Data Protection Laws.

"Processing" means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether by automated means, such as collection, recording, organization, structuring, adaptation, or alteration, retrieval, consultation, use, modification, storage, disclosure, restriction, erasure or destruction.

"Processor" shall have the meaning set out under the Applicable Data Protection Laws. The term "Processor" shall be interpreted to include the meaning of the term "processor" as such term is defined by the GDPR and similar designations under and regulated by Applicable Data Protection Laws. Additionally, the term "Processor" shall also be interpreted to mean "Service Provider" as defined under the CCPA, where applicable.

"Restricted Transfer" means: (i) where the EU GDPR applies, a transfer of personal data from the EEA to a country outside of the EEA which is not subject to an adequacy determination by the European Commission; and (ii) where the UK GDPR applies, a transfer of personal data from the United Kingdom to any other country which is not based on adequacy regulations pursuant to section 17A of the United Kingdom Data Protection Act 2018.

"Safe Transfer Mechanism" means an appropriate legal means for the safe transfer and protection of Personal Data under Applicable Data Protection Laws, including (i) where EU GDPR applies, the standard contractual clauses approved by the European Commission Implementing Decision (EU) 2021/914 of 4 June 2021 ("**EU SCCs**"); (ii) where the UK GDPR applies, standard data protection clauses adopted pursuant to or permitted under Article 46 of the UK GDPR ("**UK SCCs**"), (iii) the International Data Transfer Agreement or International Data Transfer Addendum to the EU Commission Standard Contractual Clauses issued by the UK's Information Commissioner's Office in accordance with s119A of the Data Protection Act 2018. ("**UK Addendum**").

"Sub-processor" means any other Processor engaged by a Processor to Process Personal Data on its behalf.

"Supervisory Authority" means a supervisory authority or regulatory body which is established by a Member State, pursuant to Article 51 of the EU GDPR.

2. Processing of Personal Data

2.1. The Parties acknowledge and accept that each Party is responsible for the Processing of Personal Data for its own purposes, in its capacity as Controller in the context of the Services specified in the Main Agreement and as such, each Party warrants that they and any staff and/or subcontractors appointed by them, will comply with their respective obligations under Applicable Data Protection Laws during the term of the Main Agreement.

2.2. If and to the extent that Titania receives and processes Licensee Personal Data as part of the provision of the Services, the Parties agree that the Licensee shall act as Controller and Titania shall act as Processor of such data. Accordingly, the Licensee:

- a) instructs Titania to process the Licensee Personal Data in accordance with this Data Processing Schedule in a manner consistent with the terms of the Main Agreement.
- b) is responsible for providing all notices and obtaining all consents, licenses and legal bases required to allow Titania to process such Licensee Personal Data.
- c) warrants that the Licensee Personal Data has been and will continue to be collected, processed, transferred, and/or exported to Titania in accordance with Applicable Data Protection Laws and that the Licensee's collection, processing, transferring, or exporting of Licensee Personal Data shall not be in violation of any such law.

2.3. When processing Licensee Personal Data, Titania agrees that it shall:

- a) process the Licensee Personal Data strictly in accordance with the documented instructions of the Licensee set out in Annex I, unless legally required to do otherwise. Titania shall inform the Licensee of any such legal requirement before processing Licensee Personal Data other than in accordance with the instructions, unless that same law prohibits Titania from doing so on important grounds of public interest.
- b) inform the Licensee promptly if in its opinion, any documented instructions

- provided by the Licensee infringe Applicable Data Protection Laws.
- c) implement appropriate technical and organizational measures to protect Licensee Personal Data from a Personal Data Breach to a level of security appropriate to the risk involved.
 - d) notify the Licensee without undue delay of any Personal Data Breach and provide such assistance as may reasonably be required by the Licensee under Applicable Data Protection Laws in responding to such Personal Data Breach.
 - e) ensure that any person or entity acting under its authority, who Processes or in any way has access to Licensee Personal Data in the context of the Services (including any entity engaged by Titania as a further sub-contractor) is only granted access to the Licensee Personal Data on a need-to-know basis and is subject to a duly enforceable contractual or statutory confidentiality obligations.
 - f) to the extent relevant to Titania's Processing activities, without undue delay provide the Licensee with reasonable assistance and cooperation with (i) the preparation of data protection impact assessments (ii) management of Data Subjects' requests to exercise their rights under Applicable Data Protection Laws (including its rights of access, correction, objection, erasure and data portability, as applicable), and (iii) any other correspondence, enquiry or complaint received from a Data Subject, Supervisory Authority, regulator or other third-party in connection with the Processing of the Licensee Personal Data.
 - g) promptly notify the Licensee if Titania is contacted directly in relation to the Processing it performs for the Licensee.
 - h) on receipt of the Licensee's reasonable request, provide such information as is reasonably necessary to demonstrate Titania's compliance with obligations under Applicable Data Protection Laws and this Data Protection Schedule.
 - i) if and only to the extent that the information provided in accordance with clause 2.3 (h) is not sufficient to demonstrate Titania's compliance with this Data Processing Schedule and Applicable Data Protection Laws, allow for a further audit to be conducted by the Licensee or its representatives to verify Titania's compliance, provided that audits are conducted remotely, limited to once per year and carried out during business hours in a manner that seeks to minimize disruption to Titania.
 - j) on receipt of the Licensee's written request, promptly delete any retained Licensee Personal Data held by Titania at the end of the term of the Main Agreement unless retention is legally required and certify to the Licensee in writing that this has been done. If Titania is required by any applicable law to retain some or all the Licensee Personal Data, Titania shall isolate and protect such retained Licensee Personal Data from any further Processing except to the extent required by such law until deletion is possible. Until the Licensee Personal Data is deleted or returned, Titania shall continue to ensure compliance with this Data Processing Schedule.
- 2.4. Each Party shall provide reasonable assistance to the other Party, as may be required, to enable that other Party to perform its responsibilities under this Data Processing Schedule and Applicable Data Protection Laws.

3. Sub-processors

- 3.1. The Licensee provides general written authorization to Titania to appoint Sub-Processors in relation to the Processing of Licensee Personal Data for the purposes of delivering the Services. Titania's existing Sub-Processors are listed in Annex 1.
- 3.2. When engaging any third-party Sub-Processor, Titania shall:
 - a) require its Sub-Processors to comply with equivalent data protection terms that protect Licensee Personal Data to the same standard provided for by this Data Processing Schedule.
 - b) ensure appropriate safeguards are in place in compliance with Applicable Data

Protection Laws before engaging in a Restricted Transfer of Licensee Personal Data to a Sub-Processor in accordance with the process identified in clause 4.

- c) be liable for any acts, errors or omissions of its Sub-Processors as if they were a party to this Data Processing Schedule.

3.3. Titania shall inform the Licensee of any intended changes to the list of Approved Sub-Processors with access to the Licensee Personal Data and shall give the Licensee the opportunity to object to such changes within thirty (30) days after receipt of such notice. In absence of any objection, the new or replacement Sub-processor shall be deemed to be approved by the Licensee. Any objection must be in writing and based on reasonable grounds relating to data protection. If the Parties do not reach an agreed resolution following receipt of an objection, then either Party acting reasonably may terminate the affected element of the Service by providing written notice to the other Party.

4. International Data Transfers

- 4.1. Titania will only transfer Licensee Personal Data outside the UK, the EEA or an Adequate Country on documented instructions from the Licensee such as those set out in this clause 4, unless otherwise required by law.
- 4.2. To the extent that the provision of the Services requires a Restricted Transfer by Titania to a Sub-processor outside of the UK, EEA or an Adequate Country, Titania acting as Exporter shall ensure that it does not make such transfer without first ensuring that there is an appropriate Safe Transfer Mechanism in place with the Importer to protect the Licensee Personal Data.
- 4.3. Titania shall include details of all applicable Safe Transfer Mechanisms within its list of Approved Sub-processors and shall provide the Licensee with evidence of the existence of such Safe Transfer Mechanism upon written request.
- 4.4. If a Transfer Mechanism implemented by Titania is found to be insufficient to safeguard the transferred Licensee Personal Data, Titania as Exporter shall require the Importer to promptly implement supplementary measures to ensure Licensee Personal Data is protected

to the same standard as required under Applicable Data Protection Laws.

5. General

- 5.1. **Suspension:** Without prejudice to any additional rights under Applicable Data Protection Laws, if Titania is found to be in breach of its obligations under this Data Processing Schedule, the Licensee may instruct Titania to suspend or cease the Processing Licensee Personal Data until such time as Titania is able to demonstrate its compliance.
- 5.2. **Survival.** Any provision of this Data Processing Addendum which is intended to survive beyond the term of the Main Agreement will remain in full force after termination.

ANNEX I: Description of Processing

Nature of Processing: The Parties acknowledge and accept that certain files provided by the Licensee to Titania as part of the Support Services may contain IP addresses. These files may be requested and shared to support the diagnosis and remediation of technical issues

Purpose of Processing: Any IP addresses received and processed by Titania is used exclusively for the purpose of diagnosing, reproducing, and resolving technical issues reported by the Licensee. Access is restricted to authorized Titania personnel involved in support and troubleshooting activities.

Categories of Data Subjects & Personal Data: Any data subject identified or identifiable by an IP Address.

Duration of Processing: As and when required during the term of Main Agreement. Any Licensee Personal Data received as part of the Support Services is retained for up to three months from the date of closure of the case after which it is deleted in accordance with Titania's data retention policy.

Sub-processors: Titania uses the following Sub-processors as part of its Support Services:

- o Microsoft (Data Centre) – UK
- o Phoenix47 (Technical Support Partner) - UK