

TIMETABLING SOLUTIONS – DATA PROCESSING ADDENDUM (DPA) V2.0

This Data Processing Addendum (the **Addendum**) forms part of the Timetabling Solutions Terms of

Use (and any ancillary or related documentation), as updated or amended from time to time (the **Agreement**), between the Client (as identified on page 4 below) and Timetabling Solutions. All capitalised terms not defined in this Addendum shall have the meaning set out in the Agreement.

HOW TO EXECUTE THIS ADDENDUM:

1. This Addendum has been pre-signed by Timetabling Solutions.
2. If Timetabling Solutions processes personal data on behalf of a Timetabling Solutions Client that qualifies as a controller with respect to that personal data under Applicable Data Protection Law (an **Eligible Client**), such Eligible Client may execute this Addendum. Eligible Clients can complete this Addendum by:
 - (a) Completing the information in the signature box and counter-signing on page 4; and
 - (b) Submitting the completed and signed Addendum to Timetabling Solutions at support@timetabling.com.au

Any questions regarding this Addendum should be sent to support@timetabling.com.au

3. Upon receipt of the validly completed and signed Addendum in accordance with the instructions above, this Addendum will become legally binding.

APPLICATION OF THIS ADDENDUM:

If the entity signing this Addendum is an Eligible Client at the date of counter-signature, this Addendum will form part of the Agreement. In such case, the Timetabling Solutions entity that is a party to the Agreement will be a party to this Addendum, as identified in the Eligible Client Timetabling Solutions invoice.

If the entity signing this Agreement is not an Eligible Client at the date of counter-signature, this Agreement will not be valid or legally binding.

1. Data Protection

- 1.1. **Definitions:** In this Addendum, the following terms shall have the following meanings:
 - (a) "**controller**", "**processor**", "**data subject**", "**personal data**", "**processing**" (and "**process**") and "**special categories of personal data**" shall have the meanings given in Applicable Data Protection Law;
 - (b) "**Applicable Data Protection Law**" shall mean all applicable laws and regulations relating to the processing, protection and privacy of Personal Data that apply to the processing activities under this Addendum, including, where applicable:
 - (i) the European Union General Data Protection Regulation (EU) 2016/679 ("EU GDPR");
 - (ii) the United Kingdom General Data Protection Regulation ("UK GDPR");
 - (iii) the UK Data Protection Act 2018;
 - (iv) any legislation implementing, replacing, amending or supplementing the foregoing; and
 - (v) any applicable guidance or binding requirements issued by a competent supervisory authority.

- (c) **"Timetabling Solutions"** means the Timetabling Solutions entity that is a party to this Addendum, as specified in paragraph 1 of the section "APPLICATION OF THIS ADDENDUM" above.
- 1.2. Relationship of the parties: Client (the controller) appoints Timetabling Solutions as a processor to process the personal data described in the Agreement (the "**Data**") for the purposes described, and the terms set out, in the Agreement, including, for the avoidance of doubt, to provide you with, and update and improve, our services (or as otherwise agreed in writing by the parties) (the "**Permitted Purpose**"). Each party shall comply with the obligations that apply to it under Applicable Data Protection Law.
- 1.3. Prohibited data: Unless explicitly requested by Timetabling Solutions to do so, Client shall not disclose (and shall not permit any data subject to disclose) any special categories of personal data to Timetabling Solutions for processing.
- 1.4. International transfers: Timetabling Solutions shall ensure that any transfer of Personal Data outside the jurisdiction from which it originated is undertaken in accordance with Applicable Data Protection Law and is supported by appropriate contractual, organisational or other lawful transfer mechanisms where required.
- 1.5. Confidentiality of processing: Timetabling Solutions shall ensure that any person it authorises to process the Data (an "**Authorised Person**") shall protect the Data in accordance with Timetabling Solution's confidentiality obligations under the Agreement.
- 1.6. Security: Timetabling Solutions shall implement and maintain technical and organisational measures appropriate to the nature of the services provided and the risks associated with the processing of Personal Data.
- These measures are described in Annex A and are supported by the Timetabling Solutions Information Security Management System (ISMS), which incorporates governance practices aligned with recognised information security standards, including relevant principles of ISO/IEC 27001:2022, where appropriate to the organisation's size, operations and risk profile.
- Timetabling Solutions may periodically review and update these measures to reflect changes in technology, applicable laws, business operations and information security risks.
- 1.7. Subcontracting: Client consents to Timetabling Solutions engaging third party subprocessors to process the Data for the Permitted Purpose provided that: (i) Timetabling Solutions maintains an up-to-date register of its authorised sub-processors, which is published on its website and updated periodically. Timetabling Solutions will notify customers of material changes where appropriate; (ii) Timetabling Solutions imposes data protection terms on any subprocessor it appoints that require it to protect the Data to the standard required by Applicable Data Protection Law; and (iii) Timetabling Solutions remains liable for any breach of this Addendum that is caused by an act, error or omission of its subprocessor. Client may object to Timetabling Solutions's appointment or replacement of a subprocessor prior to its appointment or replacement, provided such objection is based on reasonable grounds relating to data protection. In such event, Timetabling Solutions will either not appoint or replace the subprocessor or, if this is not reasonably possible, in Timetabling Solution's sole discretion, Client may suspend or terminate the Agreement without penalty (without prejudice to any fees incurred by Client up to and including the date of suspension or termination).
- 1.8. Cooperation and data subjects' rights: Timetabling Solutions shall provide reasonable and timely assistance to Client (at Client's expense) to enable Client to respond to: (i) any request from a data subject to exercise any of its rights under Applicable Data Protection Law; and (ii) any other correspondence, enquiry or complaint received from a data subject, regulator or other third party in connection with the processing of the Data. In the event that any such request, correspondence, enquiry or complaint is made directly to Timetabling Solutions, Timetabling Solutions shall promptly inform Client providing full details of the same.

- 1.9. Data Protection Impact Assessment: If Timetabling Solutions believes or becomes aware that its processing of the Data is likely to result in a high risk to the data protection rights and freedoms of data subjects, it shall inform Client and provide reasonable cooperation to Client in connection with any data protection impact assessment that may be required under Applicable Data Protection Law.
- 1.10. Security incidents: If it becomes aware of a confirmed Security Incident, Timetabling Solutions shall inform Client without undue delay and shall provide reasonable information and cooperation to Client so that Client can fulfil any data breach reporting obligations it may have under (and in accordance with the timescales required by) Applicable Data Protection Law. Timetabling Solutions shall further take reasonably necessary measures and actions to remedy or mitigate the effects of the Security Incident and keep Client informed of all material developments in connection with the Security Incident.
- 1.11. Deletion or return of Data: Upon termination or expiry of the Agreement, Timetabling Solutions will, on Client's explicit request, delete or return the Data in its possession or control (in a manner and form decided by Timetabling Solutions, acting reasonably). This requirement shall not apply to the extent that Timetabling Solutions is required by applicable law to retain some or all of the Data, or to Data it has archived on back-up systems, which Data Timetabling Solutions shall securely isolate and protect from any further processing.

Timetabling Solutions Pty Ltd

Signature: Michael Wood

Name: Michael Wood

Position: Chairperson

Date: 29th June 2026

Client (name of organisation, as registered with Timetabling Solutions):

Signature: _____

Individual name: _____

Position: _____

Date: _____

Email: _____

ANNEX A – TECHNICAL AND ORGANISATIONAL SECURITY MEASURES

Timetabling Solutions maintains an Information Security Management System (ISMS) to protect customer information, company information and business operations.

The ISMS incorporates governance practices aligned with recognised information security standards, including relevant principles of ISO/IEC 27001:2022, where appropriate to the organisation's size, operations and risk profile.

The technical and organisational measures maintained by Timetabling Solutions include, but are not limited to:

- Information security governance and risk management
- Access control and identity management
- Multi-Factor Authentication (MFA), where supported
- Secure software development practices
- Vulnerability management
- Logging and monitoring
- Backup and recovery procedures
- Incident response procedures
- Business continuity arrangements
- Supplier security management
- Privacy and information handling controls
- Personnel security measures

Further information regarding Timetabling Solutions' security controls is available in the following documents:

- Information Security Management System (ISMS) Statement
- Privacy Policy
- Authorised Sub-processors
- Business Continuity & Disaster Recovery Plan
- Incident Response Plan
- Patch Management Policy

These documents are reviewed periodically and may be updated to reflect changes to technology, legislation, business operations and information security risks.

Version	Date	Description
1.0	7 May 2018	Initial Data Processing Addendum

Version	Date	Description
2.0	29 June 2026	Updated to reflect current privacy legislation, the Information Security Management System (ISMS), security governance documentation and organisational practices.