



KETSKO

Data Processing Agreement

Customer Data Processing Terms for Ketsko Services

Version	2026.05.1
Effective date	2026.05.01
Processor	Ketsko Limited
Customer	The customer identified in the applicable Order Form, Purchase Record, Statement of Work or other written agreement
Status	Template for customer agreement and publication after final review

This Data Processing Agreement forms part of the agreement between the Customer and Ketsko Limited for the relevant Ketsko services. It applies only where Ketsko processes Personal Data on behalf of the Customer as Processor.

1. Definitions

Agreement means the main agreement between the Customer and Ketsko for the relevant Services, including the applicable MSA, Order Form, Purchase Record, Statement of Work or other written agreement.

Applicable Data Protection Laws means all data protection and privacy laws applicable to the processing of Customer Personal Data under the Agreement, including the EU GDPR, the UK GDPR, the UK Data Protection Act 2018, the Irish Data Protection Act 2018, the ePrivacy Regulations where applicable, and any replacement or successor legislation.

Customer Personal Data means Personal Data processed by Ketsko on behalf of the Customer in connection with the Services.

EU GDPR means Regulation (EU) 2016/679.

Services means the Ketsko services supplied to the Customer under the Agreement. The specific services purchased by the Customer are controlled by the applicable Order Form, Purchase Record, Statement of Work or other written agreement.

Subprocessor means a third party engaged by Ketsko to process Customer Personal Data on behalf of the Customer in connection with the Services.

UK GDPR means the retained EU law version of the General Data Protection Regulation as it forms part of the law of England, Wales, Scotland and Northern Ireland.

Controller, Data Subject, Personal Data, Personal Data Breach, Processor, processing and Supervisory Authority have the meanings given to them under Applicable Data Protection Laws.

Capitalised terms not defined in this Data Processing Agreement have the meaning given to them in the Agreement.

2. Roles and scope

The Customer is the Controller of Customer Personal Data, unless the parties expressly agree otherwise in writing for a specific processing activity.

Ketsko Limited is the Processor of Customer Personal Data where it processes that data to provide the Services on behalf of the Customer.

This Data Processing Agreement applies only to Ketsko processing Customer Personal Data as Processor. It does not apply to processing for which Ketsko acts as an independent Controller, including Ketsko's own business administration,

billing, accounting, legal compliance, supplier management, service sales, marketing communications, or anonymised business analysis.

Each party will comply with the Applicable Data Protection Laws that apply to it in connection with the Agreement. The Customer is responsible for ensuring that it has a lawful basis for the collection, use and disclosure of Customer Personal Data to Ketsko for the Services.

3. Subject matter, duration, nature and purpose of processing

The subject matter, duration, nature, purpose, categories of Personal Data and categories of Data Subjects are described in Annex 1, unless the applicable Order Form, Purchase Record, Statement of Work or other written agreement states more specific details.

Ketsko will process Customer Personal Data only to provide, support, maintain, secure and administer the Services as instructed by the Customer through the Agreement, service configuration, support requests, agreed Statements of Work, written instructions and other documented directions.

Where this Data Processing Agreement refers to improving the Services, that means maintaining, securing, troubleshooting, supporting and improving the Services within the Customer's documented instructions, using Customer Personal Data only where necessary for those purposes. Ketsko will not use Customer Personal Data for unrelated analytics, marketing, AI model training or product development outside the Customer's documented instructions unless the data has been anonymised or the Customer has otherwise agreed in writing.

4. Customer instructions

Ketsko will process Customer Personal Data only on documented instructions from the Customer, unless required to do so by law. The Agreement, this Data Processing Agreement, service configuration, support requests, agreed Statements of Work, authorised administrator actions and other written instructions are documented instructions for this purpose.

If Ketsko believes that an instruction infringes Applicable Data Protection Laws, Ketsko will inform the Customer, unless prohibited by law.

Ketsko is not required to follow instructions that would require Ketsko to breach Applicable Data Protection Laws, compromise another customer, undermine system security, or process data outside the agreed Services.

5. Confidentiality

Ketsko will ensure that persons authorised to process Customer Personal Data are subject to appropriate confidentiality obligations or are under an appropriate statutory obligation of confidentiality.

Ketsko will limit access to Customer Personal Data to personnel, contractors and Subprocessors who need access for the Services.

6. Security measures

Ketsko will implement and maintain appropriate technical and organisational measures designed to protect Customer Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure.

The measures will take account of the state of the art, the costs of implementation, the nature, scope, context and purposes of processing, and the risk to Data Subjects. Ketsko baseline technical and organisational measures are summarised in Annex 2.

Annex 2 is a contractual summary, not the full security policy or operational control set. More detailed operational security records, policies and control evidence are maintained separately and may be provided where appropriate and approved by Ketsko.

Ketsko may update its security measures from time to time, provided that the updated measures do not materially reduce the overall level of protection for Customer Personal Data.

7. Subprocessors

The Customer authorises Ketsko to engage Subprocessors to process Customer Personal Data for the Services, subject to this clause.

Ketsko maintains its current Subprocessor list separately as the Ketsko Subprocessor List. The list may be made available to the Customer by link, document or other reasonable method and may be updated from time to time in accordance with this Data Processing Agreement and Applicable Data Protection Laws.

Ketsko will impose written data protection obligations on each Subprocessor that are no less protective of Customer Personal Data than the obligations imposed on Ketsko under this Data Processing Agreement, to the extent applicable to the Subprocessor services.

Ketsko remains responsible to the Customer for the performance of its Subprocessors in relation to Customer Personal Data.

Ketsko will provide notice of new or replacement Subprocessors by updating the Ketsko Subprocessor List or by another reasonable notice method. The Customer may object to a new Subprocessor on reasonable data protection grounds by notifying Ketsko within 10 business days of notice. The parties will work in good faith to resolve the objection.

8. International transfers

Ketsko will not transfer Customer Personal Data outside the United Kingdom, the European Economic Area or a country recognised as providing adequate protection unless appropriate safeguards are in place as required by Applicable Data Protection Laws.

Where required, the parties will use the applicable standard contractual clauses, the UK International Data Transfer Agreement, the UK Addendum to the EU standard contractual clauses, or another lawful transfer mechanism. The parties will cooperate to complete any required transfer documentation.

9. Data Subject requests

Taking into account the nature of the processing, Ketsko will provide reasonable assistance to the Customer, insofar as possible, to help the Customer respond to requests from Data Subjects exercising rights under Applicable Data Protection Laws.

If Ketsko receives a request directly from a Data Subject relating to Customer Personal Data, Ketsko will, unless legally prohibited, either direct the Data Subject to the Customer or notify the Customer. Ketsko will not respond to the substance of the request except on Customer instructions or as required by law.

After the applicable processing duration ends, Ketsko staff should not have ordinary access to Customer Personal Data. Residual backup sources are not treated as ordinary accessible systems for Data Subject request handling, but may be used only where legally or contractually required to restore Customer data.

10. Assistance with compliance

Taking into account the nature of the processing and information available to Ketsko, Ketsko will provide reasonable assistance to the Customer with the Customer's obligations under Applicable Data Protection Laws relating to security,

Personal Data Breach notification, data protection impact assessments and prior consultation with Supervisory Authorities.

Ketsko may charge reasonable fees for assistance that is not included in the standard Services, unless the assistance is required because of Ketsko breach of this Data Processing Agreement.

11. Personal Data Breach

Ketsko will notify the Customer without undue delay after becoming aware of a Personal Data Breach affecting Customer Personal Data.

The notification will include information reasonably available to Ketsko to help the Customer meet its own breach notification obligations, including the nature of the breach, categories and approximate number of affected Data Subjects and records where known, likely consequences, and measures taken or proposed to address the breach.

Ketsko will take reasonable steps to contain, investigate and mitigate the effects of the Personal Data Breach. Ketsko notification of or response to a Personal Data Breach is not an admission of liability.

12. Return and deletion of Customer Personal Data

On termination or expiry of the Services, or earlier on documented Customer instruction, Ketsko will delete or return Customer Personal Data in accordance with the Agreement, unless applicable law requires continued storage.

Ketsko is required to delete Customer Personal Data after the end of the applicable processing duration. Ketsko does not retain Customer Personal Data as an optional post-termination store for ordinary access or use.

Residual copies may remain in backup or disaster recovery systems for a limited period after termination or deletion. These residual backup copies are protected from ordinary access, are not available to the former customer as an active service, and will be overwritten or deleted in accordance with Ketsko backup cycles and retention controls.

Ketsko may use residual backup or recovery sources only where legally or contractually required, including to reinstate Customer data where restoration is required. Ketsko will not use residual backup copies for normal business use, analytics, marketing or support after the applicable processing duration has ended.

13. Audit and information rights

Ketsko will make available to the Customer information reasonably necessary to demonstrate compliance with this Data Processing Agreement.

The Customer may request an audit relating to Ketsko processing of Customer Personal Data. The parties will agree the scope, timing, method and confidentiality requirements for any audit. Audits must be reasonable, proportionate and not disrupt Ketsko operations or compromise the security, confidentiality or rights of other customers.

Ketsko may satisfy audit requests by providing appropriate documentation, security summaries, certifications, independent reports, written responses or other evidence where sufficient for the Customer's reasonable assurance needs.

The Customer is responsible for its own audit costs. Ketsko may charge reasonable fees for audit support that exceeds standard information provision, unless the audit is required because of Ketsko breach of this Data Processing Agreement.

14. Customer responsibilities

The Customer is responsible for the accuracy, quality and lawfulness of Customer Personal Data provided to Ketsko.

The Customer must not provide unnecessary Personal Data or special category Personal Data to Ketsko unless it is necessary for the Services and the Customer has confirmed that it has a lawful basis and appropriate safeguards.

The Customer is responsible for configuring the Services, assigning users, managing user permissions, and deciding what information is uploaded, shared, retained or deleted, except to the extent Ketsko performs those actions under the Customer's documented instructions.

15. AI and external analysis tools

Ketsko will not submit Customer Personal Data to third-party AI, machine-learning or automated analysis services unless the provider is an approved Subprocessor for the relevant Services, appropriate data protection terms are in place, and the use is within the Customer's documented instructions or otherwise agreed in writing.

This clause does not restrict Ketsko from using anonymised information, non-personal information or internal know-how where no Customer Personal Data is processed.

16. Records

Ketsko will maintain records of processing activities as required by Applicable Data Protection Laws for its role as Processor.

The Customer will maintain records of processing activities as required for its role as Controller.

17. Order of precedence

If there is a conflict between this Data Processing Agreement and the main Agreement, this Data Processing Agreement will take precedence only for matters relating to the processing of Customer Personal Data as Processor.

Commercial terms, purchased Services, fees, service scope, service levels, support commitments, liability caps and general legal terms remain governed by the Agreement, except to the extent Applicable Data Protection Laws require otherwise.

If standard contractual clauses or other transfer terms are entered into and conflict with this Data Processing Agreement, those transfer terms will take precedence to the extent required by Applicable Data Protection Laws.

18. Liability

The liability of each party under this Data Processing Agreement is subject to the exclusions, limitations and liability caps in the Agreement, unless Applicable Data Protection Laws require otherwise.

Nothing in this Data Processing Agreement limits or excludes liability where such limitation or exclusion is not permitted by law.

19. Changes to this Data Processing Agreement

Ketsko may update this Data Processing Agreement where reasonably necessary to reflect changes in Applicable Data Protection Laws, regulatory guidance, Services, security measures, Subprocessors or operating practices.

Ketsko will not make changes that materially reduce the protection given to Customer Personal Data without providing reasonable notice or obtaining agreement where required by the Agreement or Applicable Data Protection Laws.

Annex 1 - Processing Details

Subject matter	Provision of the Services purchased under the applicable Agreement, Order Form, Purchase Record, Statement of Work or other written agreement.
Duration	For the term of the Agreement and any applicable post-termination period needed for deletion, return, backup expiry, legal compliance or agreed restoration.
Nature of processing	Collection, recording, organisation, structuring, storage, retrieval, consultation, use, disclosure by transmission where instructed, alignment or combination, restriction, deletion and return.
Purpose of processing	To provide, support, secure, maintain and administer the Services and to carry out documented Customer instructions.
Categories of Data Subjects	Customer personnel, contractors, trainees, supervisors, administrators, authorised users, customer contacts and other individuals whose information is submitted to the Services by or on behalf of the Customer.
Categories of Personal Data	Names, work contact details, user identifiers, role or team information, training or task assignments, completion records, acknowledgement records, sign-off records, notes entered by authorised users, system logs, support communications and other Customer-submitted business records.
Special category data	The Services are not designed to require special category data. The Customer should not submit special category data unless necessary for the agreed Services and supported by an appropriate lawful basis and safeguards.
Frequency of transfer	Continuous or as needed for the Services.

Annex 2 - Baseline Technical and Organisational Measures

This Annex summarises Ketsko baseline technical and organisational measures for Customer Personal Data. It is intended as a contractual summary. It does not replace Ketsko internal security records, risk assessments, technical documentation, incident records, supplier assessments or other control evidence.

Access control

- User access controls designed to restrict access to authorised users.
- Role-based access where supported by the Services.
- Administrative access limited to authorised Ketsko personnel with a business need.
- Access reviewed and removed where no longer required.

Confidentiality and personnel controls

- Confidentiality obligations for personnel who access Customer Personal Data.
- Internal handling expectations for customer information.
- Need-to-know access principles.

System security

- Reasonable measures to protect systems against unauthorised access, malware and misuse.
- Use of secure configuration practices appropriate to the Services.
- Separation of customer environments or logical separation controls where applicable.

Data transmission and storage

- Use of appropriate encryption or secure transport mechanisms for data in transit where technically available.
- Storage protections appropriate to the hosting environment and service architecture.
- Backup and recovery controls designed to support resilience and controlled restoration.

Logging and monitoring

- System and security logs where appropriate for the Services.
- Monitoring designed to identify operational issues, unauthorised access indicators or service misuse.

Incident response

- Procedures for identifying, investigating, escalating and responding to suspected Personal Data Breaches.
- Customer notification process where a Personal Data Breach affects Customer Personal Data.

Business continuity and backup

- Backup or recovery measures appropriate to the Services.
- Residual backup access restricted from ordinary customer support or former customer use after termination.
- Backup expiry or overwrite according to Ketsko retention and recovery practices.

Supplier management

- Subprocessor due diligence proportionate to the processing activity.
- Written data processing terms with Subprocessors.
- Separate Ketsko Subprocessor List maintained for customer information.

Annex 3 - Subprocessor List

Ketsko maintains its current Subprocessor list separately as the Ketsko Subprocessor List. The list may be made available to the Customer by link, document or other reasonable method.

Ketsko may update the Ketsko Subprocessor List from time to time in accordance with this Data Processing Agreement and Applicable Data Protection Laws.

The separate Ketsko Subprocessor List is the operative transparency document for current Subprocessors.

Annex 4 - Customer Instructions and Contact Points

Customer-specific contact points, export method, deletion timing or special instructions may be set out in the applicable Order Form, Purchase Record, Statement of Work or other written agreement. If no customer-specific detail is stated, Ketsko's standard support, export and deletion processes apply.

Customer privacy contact	[insert name / email if customer-specific DPA is signed]
Ketsko privacy contact	[insert privacy contact / email]
Permitted instructions	Agreement, service configuration, support requests, Statements of Work, written instructions and authorised administrator actions.
Restricted instructions	Instructions that would require Ketsko to breach Applicable Data Protection Laws, compromise another customer, undermine system security or process data outside the agreed Services.
Return or export method	As stated in the Agreement, Order Form, SOW or Ketsko standard support process.
Deletion trigger	Expiry or termination of the Services, documented Customer instruction, or another trigger specified in the Agreement.

Acceptance

This Data Processing Agreement is incorporated into the Agreement where referenced in the MSA, Order Form, Purchase Record, Statement of Work or other written agreement. A signed copy may be used where required by the parties.

For Ketsko Limited	For the Customer
Name:	Name:
Title:	Title:
Signature:	Signature:
Date:	Date: