
Advanced Delivery Framework (North America) For contracts subject to EU/UK GDPR and/or Swiss FADP

Processing

Kyndryl will process Client Personal Data using this tool/capability for delivering the Services as described in the Agreement, including the DPA at <https://www.kyndryl.com/terms/dpa> and this DPA Exhibit.

Duration of Processing

Kyndryl will process Client Personal Data for the duration of the Services and/or as required by applicable law.

Processing Activities

The nature of Processing consists of the following Kyndryl Processing Activities based on the Client's instructions:

- Customer Support – Help desk or other technical support
- Operations – Provision, maintenance, or management (including security management) of applications, networks, systems, or infrastructure
- Hosting – Storage or other computing resources
- Backup – Back-up, archiving, or disaster recovery

Client Personal Data

Categories of Data Subjects

The following lists the Categories of Data Subjects whose Personal Data is Processed within the Services:

- Client's employees (including temporary or casual workers, volunteers, assignees, trainees, retirees, pre-hires and applicants)
- Client's suppliers and subcontractors (if those suppliers and subcontractors are individuals)

Types of Client Personal Data

The following lists the Types of Client Personal Data that will be Processed within the Services:

Identity of the Individual

- Online Identifier
- Person Name
- Technology Identifiers

General

Kyndryl will Process the Types of Client Personal Data of the identified Categories of Data Subjects listed above in accordance with the Agreement.

Technical and Organizational Measures

The technical and organizational measures (TOMs) applicable to the Services are available at: <https://www.kyndryl.com/terms/dsp>.

Deletion and return of Client Personal Data

The deletion and/or return of Client Personal Data will be as defined in the Agreement.

Subprocessors

Kyndryl may use the following Subprocessor(s) in the Processing of Client Personal Data:

a. Kyndryl Companies established in an adequate country:

Kyndryl Subprocessors and Locations	Processing Activities
(The Kyndryl legal entity with which the client contract is signed should be disregarded from this list, as applicable)	
Kyndryl, Inc., United States of America (EU-U.S. DPF)	<ul style="list-style-type: none">• Customer Support - Help desk or other technical support• Operations - Provision, maintenance, or management (including security management) of applications, networks, systems, or infrastructure
Kyndryl Client Center s.r.o, Czech Republic	<ul style="list-style-type: none">• Customer Support - Help desk or other technical support• Operations - Provision, maintenance, or management (including security management) of applications, networks, systems, or infrastructure
Kyndryl Hungary K. [Kyndryl Hungary Korlátolt Felelősségű Társaság], Hungary	<ul style="list-style-type: none">• Customer Support - Help desk or other technical support• Operations - Provision, maintenance, or management (including security management) of applications, networks, systems, or infrastructure
Kyndryl Global Services Delivery Centre Polska Sp.Z.o.o., Poland	<ul style="list-style-type: none">• Customer Support - Help desk or other technical support• Operations - Provision, maintenance, or management (including security management) of applications, networks, systems, or infrastructure

b. Third-Party Subprocessors established in an adequate country:

Third-Party Subprocessors and Locations	Processing Activities
Microsoft* https://www.kyndryl.com/terms?id=Microsoft	<ul style="list-style-type: none">• Backup - Back-up, archiving, or disaster recovery (execution only)• Hosting - Storage or other computing resources

(* This vendor may use "other subprocessors" in non-adequate countries. This information will not show in table d below but can be accessed by clicking on the link provided above.

c. Kyndryl Companies established in a non-adequate country:

Kyndryl Subprocessors and Locations	Processing Activities
(The Kyndryl legal entity with which the client contract is signed should be disregarded from this list, as applicable)	
Kyndryl Solutions Private Limited, India	<ul style="list-style-type: none"> • Customer Support - Help desk or other technical support • Operations - Provision, maintenance, or management (including security management) of applications, networks, systems, or infrastructure

d. Third-Party Subprocessors established in a non-adequate country:

Third-Party Subprocessors and Locations	Processing Activities
None	

This DPA Exhibit will be updated for any intended additional or replacement Subprocessors, including Kyndryl Companies or Third-Party Subprocessors.

Kyndryl Companies subprocessors' details can be found at: <https://www.kyndryl.com/terms/subprocessors>. Additional details for each Third-Party Subprocessor are available upon request.

Transborder Data Processing

European Union

It is assumed that personal data accessed by Kyndryl in the provision of the Services that originates from the European Union and is subject to GDPR has been exported by Client under article 45 of GDPR or using one of the transfer tools contemplated in article 46 of GDPR; including, if required, the performance of any transfer impact assessments, and that instructions provided to Kyndryl contemplate any Supplementary Measures deemed necessary.

Kyndryl agrees to comply, and shall cause its subcontractors to comply, with equivalent data protection obligations as those binding on a data importer under the EU SCC “controller to processor” or “processor to processor”, as the case may be, including the terms of third-party beneficiary right for data subjects.

United Kingdom

It is assumed that personal data accessed by Kyndryl in the provision of the Services that originates from the United Kingdom and is subject to UK GDPR has been exported by Client under article 45 of UK GDPR or using one of the transfer tools contemplated in article 46 of UK GDPR; including, if required, the performance of any transfer impact assessments, and that instructions provided to Kyndryl contemplate any Supplementary Measures deemed necessary.

Kyndryl agrees to comply, and shall cause its subcontractors to comply, with equivalent data protection obligations as those binding on a data importer under the International Data Transfer Agreement IDTA to the EU SCC.

Frequency of Cross Border Transfers

The frequency of cross border transfers is as defined in the Agreement.

Kyndryl Privacy Contact and Notifications

The Chief Privacy Office can be contacted at ChiefPrivacyOffice@kyndryl.com.