

Cloud Automation Community Framework (CACF) Canada

This Data Processing Addendum Exhibit (DPA Exhibit) specifies the DPA for the tool/capability engaged in delivering the Service.

1. Processing

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

The DPA applies to Personal Data contained in the Content, if and to the extent: i) the European General Data Protection Regulation (EU/2016/679); or ii) other data protection laws identified at <https://www.kyndryl.com/terms/dpl> apply. Content consists of all data, software, and information that Client or its authorized users provide(s), authorize(s) access to, or input(s) to the identified Service.

1.0 Dependencies (*not applicable to Service delivered on-premise*)

Cloud Services

The Service enables access or includes the following third-party cloud services (Non-Kyndryl Services) in accordance with the third-party providers' terms as referenced below: Service herein incorporates and/or use:

- IBM Cloud Services –
 - Product Terms Site: <https://www.ibm.com/terms/>
 - Services: IBM Cloud Bare Metal
 - In connection with the specified IBM Cloud Service the parties have agreed to restrict the Hosting Location as follows:
 - Hosting Location: Toronto, Canada.

Client use of these third-party services is governed by the privacy related terms available at the corresponding "Product Terms Site" above. By using these third-party services Client accepts the respective providers' privacy related terms.

Kyndryl is not a party to any privacy related third-party terms.

Kyndryl will act as prime contact for any communication related to the third-party privacy terms. If required (for example, to provide instructions), Client can contact the third-party directly. In this case, Client shall notify Kyndryl without undue delay

1.1 Duration of Processing

Kyndryl will process Client Personal Data for the duration of the Service, or as otherwise described in the Agreement.

1.2 Data Actions and Processing Activities

1.2.1 Data Actions

Kyndryl's data actions based on Client's instructions are:

- Transformation
 - Manipulation (parsing, formatting or transformation) of data
 - Updating, for example, to keep data current
- Use
 - Reading data only
 - Presenting, accessing, using or copying data
- Storage of data including backups

1.2.2 Processing Activities

Kyndryl's processing activities based on the Client's instructions are:

- Backup – Back-up, archiving, or disaster recovery
- Services – Delivery of professional services.

1.3 Frequency of Cross Border Transfers

Kyndryl will transfer the Client Personal Data with the following frequency:

- Not applicable

2. Client Personal Data

2.1 Categories of Data Subjects

The following lists the Categories of Data Subjects whose Personal Data generally can be processed within the Service:

- Client's employees (including temporary or casual workers, volunteers, assignees, trainees, retirees, pre-hires and applicants)
- Client's affiliates employees (including temporary or casual workers, volunteers, assignees, trainees, retirees, pre-hires and applicants)

2.2 Types of Personal Data and Special Categories of Personal Data

2.2.1 Types of Personal Data

The following list are the Types of Personal Data that generally can be processed as Content within this Service:

- Identity of the Individual
 - Online Identifier

2.2.2 Special Categories of Personal Data

The following list are the Special Categories of Personal Data that generally can be processed as Content within this Service:

- None

2.3 General

The above lists, in this Section 2, are information about the Categories of Data Subjects, the Types of Client Personal Data, and Special Categories of Personal Data that generally can be processed within the Service. Given the nature of the Service, Client acknowledges that Kyndryl is not able to verify the Categories of Data Subjects, the Types of Personal Data and Special Categories of Personal Data processed. To maintain an accurate record as required by applicable data protection laws, Client will notify Kyndryl in accordance with 'Kyndryl Contact and Notification' Section below of any required changes to the Categories of Data Subject, Types of Personal Data or Special Categories of Personal Data listed in this Section. In the absence of notification from Client, it will be assumed that during the Services Kyndryl can have access, even incidentally, to the types of data described above. The technical and organizational measures in Section 3 will be used by Kyndryl to safeguard all types of Client Personal Data. If changes to the above lists require changes of the agreed Processing, Client shall provide Additional Instructions to Kyndryl as set out in the DPA.

3. Technical and Organizational Measures

The technical and organizational measures (TOMs) applicable to the tool/capability engaged in delivering the Service can be found at: <https://www.kyndryl.com/terms/dsp>

These TOMs include the applied restrictions and safeguards that fully take into consideration the nature of the Special Categories of Personal Data processed by the tool/capability engaged in delivering the Service and the risks involved.

4. Deletion and return of Client Personal Data

Kyndryl shall delete and/or return data as stated in the Agreement. Provided that Client does not give any special instructions to Kyndryl in the Agreement, Kyndryl hereby certifies that all Client Personal Data are deleted at the end of the Service.

5. Subprocessors

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

- a. Kyndryl Subprocessors established in an adequate country:

Name of Kyndryl Subprocessor	Processing Activity(ies)	Country
Kyndryl Canada Limited [French name: Kyndryl Canada Limitée] where Kyndryl Canada is not the processor	<ul style="list-style-type: none"> • Backup – Back-up, archiving, or disaster recovery. • Services – Delivery of professional services 	Canada

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

Name of Third-Party Subprocessor	Processing Activity(ies)	Country

c. Kyndryl Subprocessors located in a non-adequate country:

Name of Kyndryl Data Importer(s)	Processing Activity(ies)	Country

d. Third-Party Subprocessors located in a non-adequate country

Name of Third-Party Data Importer(s)	Processing Activity(ies)	Country

This DPA Exhibit will be updated for any intended additional or replacement Kyndryl or Third-Party Subprocessors. Kyndryl Subprocessors' details can be found at <https://www.kyndryl.com/terms/subprocessors>

Additional information about Third-Party Subprocessors is available upon request.

6. Transborder Data Processing

6.1 EU Standard Contractual Clauses

EU SCCs between Kyndryl data exporter(s) and Kyndryl data importer(s), where applicable, are available at: <https://www.kyndryl.com/terms/scc>

EU SCCs between Kyndryl entities and the Client, as the case may be and where applicable, are available at: <https://www.kyndryl.com/terms/scc>

6.2 UK Standard Contractual Clauses

By entering into this DPA Exhibit, Client is entering into UK Standard Contractual Clauses (UK SCC) with Kyndryl, as available at: <https://www.kyndryl.com/terms/scc> and as stated <https://www.kyndryl.com/terms/dpl>.

7. Kyndryl Contact and Notifications

For data privacy related questions, the Kyndryl privacy team can be contacted at ChiefPrivacyOffice@kyndryl.com.

Clients are advised to subscribe at: <https://www.kyndryl.com/terms/dpa-exhibits> for push notifications on this DPA Exhibit concerning any changes to the Service's Processing Content, including data processing activities, technical and organizational measures, and Kyndryl or Third-Party Subprocessors.

8. Data Protection Officer and Other Controllers

In order for Kyndryl to maintain a record required by applicable data protection laws, Client will submit and keep up-to-date the contact details for Client's Data Protection Officer and, if applicable, its EU Representative, and for each other Controller's Data Protection Officers and, if applicable, their EU Representatives through the self-service portal in Section 7 or by sending an email to ChiefPrivacyOffice@kyndryl.com with the contract number and Client name.

Internal use only

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Reference [DPA_Exhibit_KYN_2896-zz-en_V01]

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