

## Data Processing Addendum Exhibit

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### Backup as a Service (BaaS) with IBM Spectrum Protect on Cloud (EU & Adequate Countries contracts)

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This Data Processing Addendum Exhibit (DPA Exhibit) specifies the DPA for the identified Services.

## 1. Processing

Kyndryl will process Client Personal Data 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) into the identified Service.

### 1.0 Dependencies

#### Global Standard Offerings

The following Kyndryl Global Standard Offerings, and their corresponding DPA Exhibits at: <https://www.kyndryl.com/terms/dpa-exhibits>, are part of the Services:

*[Intentionally left blank]* and apply to such portion of the Services

and take precedence.

#### Advanced Automation Tools

The following Kyndryl Advanced Automation Tools, and their corresponding DPA Exhibits at: <https://www.kyndryl.com/terms/dpa-exhibits>, are used in the provision of the Services:

*[Intentionally left blank]* and apply when such tools are used for the delivery of the Services

and take precedence.

Where Duration of Processing, in Section 1.1, or Client Personal Data, in Section 2, below, are more restrictive than in the corresponding sections in the above referred DPA Exhibit(s), the more restrictive Processing details herein apply also to such Processing.

### 1.1 Duration of Processing

Duration of Processing corresponds to the duration of the Services and, if applicable, the Retention Period.

Retention period: 30 days following termination or expiry of the Services.

### 1.2 Data Actions and Processing Activities

#### a. Data Actions

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

- Storage of data including backups

#### b. Processing Activities

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

- **Monitoring** - Applications, networks, systems, or infrastructure logging or monitoring
- **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 (Execution only)
- **Caching** - Online processing or manipulation of data without persistent storage
- **Development** - Design, development, build, or test
- **Consulting** - Advisory, analytics, or other consulting
- **Services** - Delivery of professional services
- **Collaboration** - Content creation, management, sharing, or collaboration services
- **Communication** - Email, SMS, or other communication service
- **Security** - Identity & access management services
- **Edge Services** - Content distribution, caching, security, performance, or other gateway services
- **Security** (IAM, endpoint, network, app&workload, data protection, analytics, automation & orchestration)

## 2. Client Personal Data

### 2.1 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 affiliates employees (including temporary or casual workers, volunteers, assignees, trainees, retirees, pre-hires and applicants)
- Client's (potential) customers (if those (potential) customers are individuals)
- Employees of Client's (potential) customers
- Client's business partners (if those business partners are individuals)
- Employees of Client's business partners
- Client's visitors

- Client's suppliers and subcontractors (if those suppliers and subcontractors are individuals)
- Employees of Client's suppliers and subcontractors
- Client's agents, consultants and other professional experts (contractors)

## 2.2 Types of Personal Data and Special Categories of Personal Data

### 2.2.1 Types of Client Personal Data

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

- Capabilities and Qualifications of the Individual
  - Education and Professional Certifications
  - Profession and Employment Information
  - Professional Affiliations
- Characteristics of the Individual ◦ Demographic
  - Economic and Financial
  - Nationality and Citizenship
  - Opinion
  - Personal Preference and Interest
- Habits and Activities of the Individual
  - Behavior
  - Consumed Resources
- Identity of the Individual
  - Government Identities
  - Identification Number
  - Other unique identifiers of an individual
  - Online Access and Authentication Credentials
  - Online Connection and Network Connectivity Data
  - Online Identifier
  - Person Name
  - Technology Identifiers
  - Telephony
- Location of the Individual
  - Appointments, Schedules, Calendar Entries
  - Environment of the Individual
  - Physical Location of the Individual

### 2.2.2 Special Categories of Personal Data

The following lists the Special Categories of Personal Data that will be Processed within the Services:

- 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, including Special Categories of Personal Data, that are Processed within the Services. Kyndryl will Process the Types of Client Personal Data, including Special Categories of Personal Data of the identified Categories of Data Subjects listed above in accordance with the Agreement. Given the nature of the Services, Client acknowledges that Kyndryl is not able to verify or maintain the above lists, therefore, Client will notify Kyndryl of any required changes by sending an e-mail to: [chiefprivacyoffice@kyndryl.com](mailto:chiefprivacyoffice@kyndryl.com). 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 Services are available at <https://www.kyndryl.com/terms/dsp>

These TOMs as set out above are applicable to all Content, including Client Personal Data.

In addition to the Supplementary Measures contained at: <https://www.kyndryl.com/terms/dsp> and <https://www.kyndryl.com/terms/dpl>, the following supplementary Measures apply to the Processing of Personal Data from Non-adequate Countries:

End to end Effective Encryption	India	Kyndryl Responsibility
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## 4. Deletion and return of Client Personal Data

If instructed by Client in writing prior to the termination or expiration of the Services, Kyndryl will return a copy of Client Personal Data that is accessible to Kyndryl within a reasonable period and in a reasonable format. Provided that Client does not give any special instructions to Kyndryl, Kyndryl hereby certifies that all Client Personal Data are deleted at the end of the Retention Period as stated in Section 1.1.

## 5. Subprocessors

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

### a. Kyndryl Companies established in an adequate country:

Kyndryl Companies and Locations	Processing Activities	Types of Personal Data and Special Categories of Personal Data (if different from Section 2, only)	Technical and Organizational Measures (if different from Section 3, only)
Kyndryl Poland Sp. z.o.o. (Poland)	<ul style="list-style-type: none"> <li>• Backup - Back-up, archiving or disaster recovery (Execution only)</li> </ul>		

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

Third-Party Subprocessors and Locations	Processing Activities	Types of Personal Data and Special Categories of Personal Data(if different from Section 2, only)	Replacing TOMs or vendor DPA
<a href="#">Iron Mountain*</a>	<ul style="list-style-type: none"> <li>• <b>Backup</b> - Back-up, archiving or disaster recovery (Execution only)</li> </ul>		<a href="https://www.kyndryl.com/terms?id=Iron_Mountain">https://www.kyndryl.com/terms?id=Iron_Mountain</a>

\* 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 located in a non-adequate country :**

Kyndryl Companies and Locations	Processing Activities	Types of Personal Data and Special Categories of Personal Data(if different from Section 2, only)	Technical and Organizational Measures (if different from Section 3, only)
<b>Kyndryl Solutions Private Limited</b> (India)	<ul style="list-style-type: none"> <li>• <b>Backup</b> - Back-up, archiving or disaster recovery (Execution only)</li> </ul>		
<b>Kyndryl, Inc.</b> (United States)	<ul style="list-style-type: none"> <li>• <b>Backup</b> - Back-up, archiving or disaster recovery (Execution only)</li> </ul>		

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

Not applicable

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.

## 6. Transborder Data Processing

### 6.1 EU Standard Contractual Clauses (Kyndryl Importers)

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 (Kyndryl Importers)

UK International Data Transfer Addendum to the EU Commission Standard Contractual Clauses (UK Addendum) between Kyndryl exporter(s) and Kyndryl importer(s), where applicable, are available at: <https://www.kyndryl.com/terms/scc>  
 UK International Data Transfer Addendum to the EU Commission Standard Contractual Clauses (UK Addendum) between Kyndryl entities and the Client, as the case may be and where applicable, are available at: <https://www.kyndryl.com/terms/scc>

### 6.3 Frequency of Cross Border Transfers

Kyndryl will transfer the Client Personal Data on a continuous basis.

## 7. Data Protection Officer and Other Controllers

### Client's Data Protection Officer

Not applicable

## 8. Kyndryl Privacy Contact and Notifications

The Chief Privacy Office can be contacted at : [ChiefPrivacyOffice@kyndryl.com](mailto:ChiefPrivacyOffice@kyndryl.com)

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