

Data Processing Addendum Exhibit

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

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 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.

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)	• Backup - Back-up, archiving, or disaster recovery (Execution only)		

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

Not applicable

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)
Kyndryl Solutions Private Limited (India)	• Backup - Back-up, archiving, or disaster recovery (Execution only)		

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

Third-Party Subprocessors and Locations	Processing Activities	Types of Personal Data and Special Categories of Personal Data	Replacing TOMs or vendor DPA (if different from Section 3, only)

Kyndryl, Inc. (United States)	<ul style="list-style-type: none"> • Backup - Back-up, archiving, or disaster recovery (Execution only) 		
Iron Mountain	<ul style="list-style-type: none"> • Backup - Back-up, archiving, or disaster recovery (Execution only) 		https://www.kyndryl.com/terms?id=Iron_Mountain

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)

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 using one of the transfer tools contemplated in article 46 of GDPR; including, if required, the performance of any transfer impact assessments, and that instruction 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 SCCs controller to processor or processor to processor, as the case may be, including in terms of third-party beneficiary right for data subjects.

6.2 UK Standard Contractual Clauses (Kyndryl Importers)

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 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 UK Addendum to the EU SCCs.

6.3 Frequency of Cross Border Transfers

Not applicable

7. Data Protection Officer and Other Controllers

Client's EU Representative

Not applicable

Client shall provide any updates to the above list by sending an e-mail to: 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.

8. Kyndryl Privacy Contact and Notifications

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

Internal use only
Backup as a Service (BaaS) with IBM Spectrum Protect on Cloud (Non Adequate Countries contracts) DPA Exhibit for OF00000001
Backup as a Service (BaaS) with IBM Spectrum Protect on Cloud (Non Adequate Countries contracts) Reference [DPA_Exhibit_OF00000002_zz_EN_V01] Description [DPA Exhibit Backup as a Service (BaaS) with IBM Spectrum Protect on Cloud (Non Adequate Countries contracts)]*

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