

IBM Security - Consulting & System Integration Services

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

1. Processing

IBM will process Client Personal Data for the Services, as described in Statement of Work (SOW) and as provided by this DPA Exhibit.

1.1 Duration of Processing

The duration of Processing will be for the duration of the Services being provided unless as otherwise set out in the related Statement of Work (SOW).

1.2 Processing Activities

The processing activities with regard to Client Personal Data are specified in the SOW and may include:

- Receipt of Client Personal Data from Client and/or other third parties
- Computer processing of Personal Data, including data transmission, data retrieval, data access, and network access to allow data transfer if required
- Technical testing of computing environments when this testing results in access to Client Personal Data
- Monitoring of computing environments for security threats when this monitoring results in access to Client Personal Data
- Technical customer support
- Transformation and transition of Client Personal Data as necessary to deliver the Services

2. Client Personal Data

2.1 Categories of Data Subjects

The following list indicates the typical types of Personal Data that may be processed by IBM as a part of the Services and as specified in the SOW:

- Data Subjects associated with Client Personal Data that are processed as part of the Service include Client employees, customers, business partners, and suppliers.

Given the nature of the Services, Client acknowledges that IBM is not able to verify or maintain the above list of Categories of Data Subjects. Therefore, Client will notify IBM about any required changes of the list above by updating the related Statement of Work (SOW) via the established Project Change Request (PCR). IBM will process Personal Data of all Data Subjects listed above in accordance with the Agreement. If changes to the list of Categories of Data Subjects require changes of the agreed Processing, Client shall provide Additional Instructions to IBM as set out in the DPA.

2.2 Types of Personal Data and Special Categories of Personal Data

2.2.1 Types of Personal Data

The following list sets out what Types of Client Personal Data may be processed within the Services. Any deviations to the following list to be processed will be explicitly stated within the related SOW.

- Business Contact Information
 - (e.g., name, address, phone number, email, etc.)
- Technically Identifiable Personal Data

- (e.g., device IDs, usage based identifiers, static IP addresses, all when linked to an individual)
- Employment-Related Personal Data
 - (e.g., any HR data, including job history, performance review information, etc.)
- Location Information
 - (e.g., geolocation data associated with an individual)

2.2.2 Special Categories of Personal Data

No Special Categories of Personal Data will be provided to IBM by the Client unless specifically provided in writing (such Special Categories of Personal Data include, but are not limited to, Personal Data related to racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, health data, genetic data, or biometric data). In the case that Special Categories of Personal Data are included for processing, the Client will notify IBM of the data type(s) in question, in writing by amendment to the SOW. IBM will confirm the data types and assess any subsequent impact on the provision of the Services via the established Project Change Control (PCR) process and the specific data type(s) will be explicitly stated within the related SOW.

2.2.3 General

The lists set out in sections 2.2.1 and 2.2.2 above are information about the Types of Client Personal Data and Special Categories of Client Personal Data generally can be processed within the Services. Given the nature of the Services, Client acknowledges that IBM is not able to verify or maintain the above lists of Types of Client Personal Data and Special Categories of Client Personal Data. Therefore, Client will notify IBM about any required changes of the lists above by updating the related SOW via the established Project Change Request (PCR) process. IBM will process all Types of Client Personal Data and Special Categories of Client Personal Data listed above in accordance with the Agreement. If changes to the lists of Types of Client Personal Data and Special Categories of Client Personal Data require changes of the agreed Processing, Client shall provide Additional Instructions to IBM as set out in the DPA.

3. Technical and Organizational Measures

The technical and organizational measures (TOMs) applicable to the Services can be found at: <https://www.ibm.com/services/us/tom/>.

These TOMs as set out above are applicable to Client Personal Data as described in section 2 above or as otherwise included within the SOW.

Client confirms its obligation to implement appropriate TOMs within its own area of responsibility as required by applicable Data Protection Laws.

4. Deletion and return of Client Personal Data

IBM will delete Client Personal Data at the end of the Services. However, if instructed in writing prior to such expiration or termination of the Services, IBM will return a copy of Client Personal Data that is accessible to IBM within a reasonable period and in a reasonable format at Client's expense according to the terms for Assistance as set forth in the DPA.

5. Subprocessors

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

<https://www-03.ibm.com/security/services/managed-security-services/security-operations-centers.html>

This agreed list of Subprocessors may be amended or altered from time to time, in writing, by the Parties, in accordance with the established PCR process as outlined in the SOW.

IBM will notify Client of any intended changes to Subprocessors by publishing changes the website listed within this section.

6. International Data

6.1 EU Standard Contractual Clauses

EU Standard Contractual Clauses signed by all IBM Data Importers, if applicable, are available at <https://www.ibm.com/services/us/dpa/>.

7. Data Privacy Officer and Other Controllers

Client is responsible for providing complete, accurate and up-to-date information about its data privacy officer and each other Controllers (including their data privacy officer) by notifying IBM via the established project change request (PCR) process for the engagement.

8. IBM Privacy Contact

The IBM privacy contact can be contacted at DPA.Help.project@uk.ibm.com.