

## Technology Support Services

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

### 1. Processing

IBM will process Client Personal Data for the Service, as described in the TD and as supplemented and specified by this DPA Exhibit.

#### 1.1 Duration of Processing

The duration of the Processing will be for a period of one year after the close of each individual request for service.

#### 1.2 Processing Activities

The processing activities with regard to Client Personal Data are:

- Combines
- Copies
- Deletes
- Hides
- Links
- Obscures
- Parses
- Reads
- Receives
- Sends
- Shares
- Stores
- Transforms
- Transitions
- Updates

### 2. Client Personal Data

#### 2.1 Categories of Data Subjects

The categories of data subjects related to the Client Personal Data are:

- 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)

The list set out above is information about the Categories of Data Subjects whose Personal Data generally can be processed within the Service.

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 contacting the email ID referenced in Section 7, "Data Privacy Officer and Other Controllers". 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 Client Personal Data and Special Categories of Client Personal Data**

Client is responsible to provide IBM with, and keep updated, a list of Types of Client Personal Data and Special Categories of Client Personal Data that IBM can have access to during the Service. Client will notify IBM about any required changes of the list above by contacting the email ID referenced in Section 7, "Data Privacy Officer and Other Controllers".

Given the nature of the Services, Client acknowledges that IBM is not able to review data provided by Client to determine if it contains Types of Client Personal Data or Special Categories of Client Personal Data outside the list Client provided to IBM. However, if IBM becomes aware of any such Types of Client Personal Data or Special Categories of Client Personal Data in the data provided by Client, Client instructs IBM to delete or return the Types of Client Personal Data, at Client's request.

In the absence of other instructions from Client, IBM will assume that during the Services it can have access, even incidentally, to all types of data provided by Client, which data may include all Types of Client Personal Data and Special Categories of Client Personal Data. IBM has put in place its own technical and organization measures to safeguard all Client Types of Client Personal Data, as set out below.

## **3. Technical and Organizational Measures**

The technical and organizational measures (TOMs) applicable to the Service can be found at: <https://www.ibm.com/mysupport/s/article/support-privacy>

These TOMs apply to all Content, including Client Personal Data. 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**

Client is responsible to securely erase all data (including confidential, proprietary and personal data regarding any individual or entity) from any Machine or part of a Machine returned to IBM for any reason and ensure that it is free of any legal restrictions that would prevent its return. Client may purchase an offering for retention, or purchase an offering to have IBM delete or destroy the Client Personal Data.

IBM will securely delete any Client Personal Data received from the Client for the request for Service after and consistent with the duration of Processing stated above in Section 1.1.

## **5. Subprocessors**

IBM may use the following Subprocessor(s) in the Processing of Client Personal Data: <https://www.ibm.com/mysupport/s/article/support-privacy>

IBM will notify Client of any intended changes to Subprocessors as follows:

The website will be updated to reflect new Subprocessors.

## **6. International Data Transfer**

### **6.1 EU Standard Contractual Clauses**

EU Standard Contractual Clauses signed by all IBM Data Importers is available at: <https://www.ibm.com/mysupport/s/article/support-privacy-for-eu>

## **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). Any updates to the information should be provided to IBM by contacting [DPA.Help.project@uk.ibm.com](mailto:DPA.Help.project@uk.ibm.com) along with the contract # and client name.

## **8. IBM Privacy Contact**

The IBM privacy contact can be contacted at [DPA.Help.project@uk.ibm.com](mailto:DPA.Help.project@uk.ibm.com).