



Data Processing Addendum Exhibit

for

IBM Systems Unit Services and Offerings

This DPA Exhibit is subject to the terms of IBM's Data Processing Addendum (DPA) at <http://ibm.com/dpa> and specifies the generic set of IBM's Data Processing and Protection information applicable to Services performed by IBM Systems Unit.

1. Client Personal Data

1.1 Types of Personal Data and Special Categories of 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 provision of the respective Service.

Given the nature of the respective 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 or at such time that the data is no longer required for the provision of the respective Services.

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 Types of Client Personal Data, as set out below.

1.2 Categories of Data Subjects

The following list sets out the Categories of Data Subjects whose Personal Data generally can be Processed within the respective Service may include:

- 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)

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 DPA.Help.project@uk.ibm.com. 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. Duration of Processing

The duration of Processing for the respective Service corresponds to the duration of the respective Agreement.



3. Processing Activities

The Processing activities with regard to Client Content (including Client Personal Data) within the respective Service include, but are not limited to:

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

4. Technical and Organizational Measures

The following Technical and Organization Measures (TOMs) apply to all data processed by IBM within the respective Service (including Client Personal Data).

The Systems Unit base TOMs will be supplied as a separate exhibit or can be found at the following link: ftp://ftp.software.ibm.com/software/server/dsp/Systems_Unit_TOM.pdf

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

4.1 Certifications

The respective Service may provide industry recognized compliance, certifications, attestations, or reports as one measure of proof of the respective Service's implementation of these TOMs.

5. Deletion and Return of Content

IBM will securely delete or return all Client Content (including Client Personal Data) at termination or expiration of the respective Service unless otherwise set out in the Agreement. Data related to returned hardware will be handled via the IBM Statement of Limited Warranty (SOLW).

6. Subprocessors

The respective service may involve Subprocessors in the Processing of Personal Data. A list of all potential Subprocessors can be found at: <ftp://ftp.software.ibm.com/software/server/dsp/Vendor.pdf>

Any changes to Subprocessors will be communicated via update of this document.

7. International Data Transfer

EU Standard Contractual Clauses signed by all IBM Data Importers, if applicable, are available at: ftp://ftp.software.ibm.com/software/server/dsp/IBM_Systems_EUMC_Agreement.pdf

8. Data Privacy Officer and Other Controllers

Client is responsible for providing complete, accurate and up-to-date information about (a) its Data Privacy Officer and (b) each of their other Controllers (including any of their alternate or additional Data Privacy Officers). Client shall provide notice to IBM in writing of any changes in (a) Data Privacy Officers or (b) other Controllers within 30 days of any appointment or change.

9. Privacy Contact

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