

## Advanced Delivery Framework Japan (EU & Adequate Countries Contracts)

This Data Processing Addendum Exhibit (DPA Exhibit) specifies the DPA for the tool/capability engaged in delivering the Service.

### 1. Processing

Kyndryl will process Client Personal Data using this tool/capability 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) to the identified Service.

#### 1.1 Duration of Processing

Kyndryl will process Client Personal Data for the duration of the Service, or as otherwise described in the Agreement.

#### 1.2 Data Actions and Processing Activities

##### 1.2.1 Data Actions

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

- Collection
  - Data collection on behalf of Client directly from individuals by manual or automated means
- Transformation
  - Manipulation (parsing, formatting, or transformation) of data
  - Masking and pseudonymization to make it more difficult to identify individuals or anonymization such that individuals cannot be identified
- Use
  - Reading data
  - Presenting, accessing, using or copying data
- Storage of data including backups
- Deletion of data
  - Data removal as part of IAM & Server Deprovisioning processes
  - Data on backups are deleted according to retention policies

##### 1.2.2 Processing Activities

Kyndryl's processing activities based on the Client's instructions are:

- 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

#### 1.3 Frequency of Cross Border Transfers

Kyndryl will transfer the Client Personal Data with the following frequency:

- Continuous

### 2. Client Personal Data

#### 2.1 Categories of Data Subjects

The following lists the Categories of Data Subjects whose Personal Data generally can be processed within the Service:

- Client's employees (including temporary or casual workers, volunteers, assignees, trainees, retirees, pre-hires and applicants)

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

### 2.2.1 Types of Personal Data

The following list are the Types of Personal Data that generally can be processed as Content within this Service:

- Identity of the Individual
  - Online Identifier
  - Person Name

### 2.2.2 Special Categories of Personal Data

The following list are the Special Categories of Personal Data that generally can be processed as Content within this Service:

- 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 in accordance with the agreed notification procedures in the Agreement. 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 tool/capability engaged in delivering the Service can be found at: <https://www.kyndryl.com/terms/dsp>

These TOMs include the applied restrictions and safeguards that fully take into consideration the nature of the Special Categories of Personal Data processed by the tool/capability engaged in delivering the Service and the risks involved.

## 4. Deletion and return of Client Personal Data

Kyndryl shall return Client Personal Data that is accessible to Kyndryl within a reasonable period upon the expiration or termination of the Services and hereby certifies that all remaining Client Personal Data are deleted at the end of the Services..

## 5. Subprocessors

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

- a. Kyndryl Subprocessors established in an adequate country:

| Name of Kyndryl Subprocessor  | Processing Activity(ies)   | Country        |
|-------------------------------|--|----------------|
| Kyndryl Client Center, s.r.o. | <ul style="list-style-type: none"><li>• Operations – Provision, maintenance, or management (including security management) of applications, networks, systems, or infrastructure</li></ul> | Czech Republic |

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

| Name of Third-Party Subprocessor   | Processing Activity(ies)  | Country            |
|--|---|--------------------|
| Microsoft<br><a href="https://www.kyndryl.com/terms?id=Microsoft">https://www.kyndryl.com/terms?id=Microsoft</a> | <ul style="list-style-type: none"> <li>• Operations – Provision, maintenance, or management (including security management) of applications, networks, systems, or infrastructure</li> <li>• Hosting – Storage or other computing resources</li> <li>• Backup – Back-up, archiving, or disaster recovery</li> </ul> | Multiple Countries |
|  |   |                    |

c. Kyndryl Subprocessors located in a non-adequate country:

| Name of Kyndryl Data Importer(s)  | Processing Activity(ies)   | Country       |
|-----------------------------------|--|---------------|
| Kyndryl Solutions Private Limited | <ul style="list-style-type: none"> <li>• Customer Support – Help desk or other technical support</li> <li>• Operations – Provision, maintenance, or management (including security management) of applications, networks, systems, or infrastructure</li> <li>• Backup – Back-up, archiving, or disaster recovery</li> </ul> | India         |
| Kyndryl, Inc.                     | <ul style="list-style-type: none"> <li>• Operations – Provision, maintenance, or management (including security management) of applications, networks, systems, or infrastructure</li> </ul>   | United States |
| Kyndryl Brasil Serviços Limitada  | <ul style="list-style-type: none"> <li>• Operations – Provision, maintenance, or management (including security management) of applications, networks, systems, or infrastructure</li> </ul>   | Brazil        |

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

| Name of Third-Party Data Importer(s) | Processing Activity(ies) | Country |
|--------------------------------------|--------------------------|---------|
| None                                 |                          |         |
|                                      |                          |         |

This DPA Exhibit will be updated for any intended additional or replacement Kyndryl or Third-Party Subprocessors. Kyndryl Subprocessors' details can be found at <https://www.kyndryl.com/terms/subprocessors>. Additional information about Third-Party Subprocessors is available upon request.

## 6. Transborder Data Processing

### 6.1 EU Standard Contractual Clauses

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

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>.

## 7. Kyndryl Contact and Notifications

For data privacy related questions, the Kyndryl privacy team can be contacted at [ChiefPrivacyOffice@kyndryl.com](mailto:ChiefPrivacyOffice@kyndryl.com).

Clients are advised to subscribe at: <https://www.kyndryl.com/terms/dpa-exhibits> for push notifications on this DPA Exhibit concerning any changes to the Service's Processing Content, including data processing activities, technical and organizational measures, and Kyndryl or Third-Party Subprocessors.

## 8. Data Protection Officer and Other Controllers

In order for Kyndryl to maintain a record required by applicable data protection laws, Client will submit and keep up-to-date the contact details for Client's Data Protection Officer and, if applicable, its EU Representative, and for each other Controller's Data Protection Officers and, if applicable, their EU Representatives through the self-service portal in Section 7 or by sending an email to [ChiefPrivacyOffice@kyndryl.com](mailto:ChiefPrivacyOffice@kyndryl.com) with the contract number and Client name.