

Subcontractor/Supplier Data Privacy Addendum

This Subcontractor/Supplier Data Privacy Addendum (“the Addendum”) is incorporated into and forms part of a written Subcontractor Services Agreement (“Services Agreement”) between Subcontractor and Computacenter. In consideration of the mutual obligations set out herein, the Subcontractor and Computacenter hereby agree that the terms and conditions set forth below shall be added as a data privacy addendum to, effective concurrently with, the Services Agreement. Except as expressly modified by this Addendum, the terms of the Services Agreement and the terms of the Services to be provided under the Services Agreement shall continue in full force and effect.

1. RECITALS

WHEREAS, Computacenter and Subcontractor have entered into a Services Agreement whereby Subcontractor provides services (as described in the respective Services Agreement) (“Services”) to Computacenter;

WHEREAS, the California Consumer Privacy Act, codified at Cal. Civ. Code §1798.100 *et seq.*, as amended by the California Privacy Rights Act and as may be further amended (“CCPA” or the “Act”) imposes on Computacenter certain obligations with respect to Personal Information;

WHEREAS, Computacenter seeks to amend the Services Agreement to ensure that Subcontractor will: (a) process Personal Information consistent with Computacenter’s obligations under the Act, and (b) cooperate with Computacenter in its efforts to respond to requests by Consumers to exercise their rights under the CCPA and to otherwise comply with CCPA;

WHEREAS, in order to comply with Computacenter’s contractual obligations to its customers, Computacenter wishes to set forth certain provisions concerning personal data of citizens in the European Union, European Economic Area, or the United Kingdom, should such personal data be processed as part of the Services – including provisions applicable to the UK Data Protection Act 2018 and the GDPR as it forms part of UK law by virtue of Section 3 of the European Union (Withdrawal) Act 2018 (“UK GDPR”); (iii) Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (“EU GDPR”); and (iv) the EU e-Privacy Directive (Directive 2002/58/EC); in each case as may be amended, superseded or replaced from time to time;

NOW THEREFORE, for good and valuable consideration, the sufficiency of which hereby is acknowledged, the Parties agree to amend the Services Agreement as follows:

ADDENDUM

The following section is added to each Services Agreement entered into between the Parties. From and after the Effective

Date of this Addendum, the term “Agreement” as used in the Services Agreement shall mean and refer to the Services Agreement as amended by this Addendum.

The following provisions apply to Subcontractor’s collection, retention, use, disclosure, and other handling, (collectively, “processing” or “processes”) of Personal Information provided by Computacenter;

- A. Addendum, the capitalized terms used in this section shall have the meaning assigned to them in the CCPA, as may be amended.
 - i. “Personal Information” shall have the meaning set forth in the CCPA or where applicable shall have the same meaning as “personal data,” as defined in the GDPR. In any event Personal Information shall be limited to Personal Information which Subcontractor collects or accesses from Computacenter under the Services Agreement.
 - ii. “Computacenter” shall mean Computacenter United States Inc. or the affiliate of Computacenter United States Inc. that executed the Services Agreement with Subcontractor.
 - iii. “Restricted Transfer” shall mean: (i) where the EU GDPR applies, a transfer of personal data from the European Economic Area to a country outside of the European Economic Area which is not subject to an adequacy determination by the European Commission; and (ii) where the UK GDPR applies, a transfer of personal data from the United Kingdom to any other country which is not based on adequacy regulations pursuant to Section 17A of the United Kingdom Data Protection Act 2018

B. Restrictions On Subcontractor’s Processing Of Personal Information: Notwithstanding anything in the Services Agreement or any applicable Subcontractor privacy policy to the contrary Subcontractor (including its agents, Subcontractors, or subcontractors) shall:

- i. only Process Personal Information for the limited purposes of providing Services to Computacenter as described in the Services Agreement, as amended;
- ii. not Sell Personal Information;
- iii. not disclose any Personal Information to any subcontractor, or permit any subcontractor to create or receive Personal Information on Subcontractor’s behalf, unless and until (1) it first obtains consent from Computacenter and (2) the

subcontractor agrees, by contract, to the same restrictions and prohibitions on the processing of Personal Information that this Addendum imposes on Subcontractor; and

- iv. assist Computacenter in its response to a Consumer request to exercise rights under the CCPA as more fully described in Section c below.

C. Consumer and Data Subject Requests To Exercise Rights under CCPA or GDPR, as applicable:

- i. If Subcontractor receives a request to exercise rights of individuals related Personal Information, then Subcontractor shall within ten (10) business days of receipt of such request:
 - 1. inform the Consumer that he/she should submit the request directly to Computacenter via the following contact information: dataprivacy@computacenter.com; and
 - 2. inform Computacenter, via dataprivacy@computacenter.com, that such request was made and provide Computacenter with a copy of such Consumer request.
- ii. Within ten (10) business days of receiving a request from Computacenter for assistance with responding to a Consumer request to exercise one or more rights under CCPA or GDPR, Subcontractor shall provide assistance as necessary for Computacenter to respond to the Consumer's request in accordance with applicable law.

D. Data Destruction:

- a. Within thirty days of termination of the Services Agreement, Subcontractor shall destroy all Personal Information in its possession or control. Upon request Subcontractor shall provide Computacenter with a certificate of destruction.

E. Data Security: Notwithstanding anything in the Services Agreement or any applicable Subcontractor privacy policy to the contrary Subcontractor (including its agents, Subcontractors, or subcontractors) shall:

- i. have appropriate operational and technological processes and procedures (which as a minimum shall include those described the Services Agreement together with standards materially equivalent to Computacenter's

minimum security requirements set out in <https://www.computacenter.com/dataprotection/supplierstandardtoms/> in place to safeguard against any unauthorized or unlawful access, loss, destruction, alteration, theft, use or disclosure of the Personal Information (each a "Security Incident") and shall only involve employees to process Personal Information under Services Agreement who have had sufficient and adequate training pertinent to the care and handling of Personal Information;

- ii. promptly notify Computacenter without undue delay in any event within twenty four (24) hours:
 - a. regarding any request for disclosure of Computacenter Personal Information by a law enforcement authority, if legally possible prior to any such disclosure;
 - b. upon becoming aware of a Security Incident, and shall provide timely information and cooperation as Computacenter may reasonably require. Subcontractor shall further take all such measures and actions as are necessary to remedy or mitigate the effects of the Security Incident and shall keep Computacenter informed of all developments in connection with the Security Incident.

F. Cross-Border Transfer: The parties agree that when the transfer of Personal Information from Computacenter to Subcontractor is a Restricted Transfer, it shall be subject to the appropriate Standard Contractual Clauses as follows:

- a. In relation to Personal Information that is protected by the EU GDPR, the EU SCCs will apply as completed as follows:
 - i. The EU C-to-P Transfer Clauses. Where Computacenter is a controller and a data exporter of Personal Information and Subcontractor is a processor and data importer in respect of that Personal Information, then the Parties shall comply with the EU C-to-P Transfer Clauses, and/or
 - ii. The EU P-to-P Transfer Clauses. Where Computacenter is a processor acting on behalf of a controller and a data exporter of Personal Information and Subcontractor is a processor and data importer in respect of that Personal Information, the Parties shall comply with the terms of the EU P-to-P Transfer Clauses.
- b. In relation to Personal Information that is protected by the UK GDPR, the UK SCCs will apply completed as follows:

- i. Where Computacenter and the Subcontractor are lawfully permitted to rely

on the EU SCCs for transfers of Personal Information from the United Kingdom subject to completion of a “UK Addendum to the EU Standard Contractual Clauses” (“UK Addendum”) issued by the Information Commissioner’s Office under s.119A(1) of the Data Protection Act 2018, then:

1. The EU SCCs, completed as set out above in clause (a) of this Data Privacy Addendum shall also apply to transfers of such Personal Information, subject to sub-clause (2) below; and

2. The UK Addendum shall be deemed executed between Computacenter and the Subcontractor, and the EU SCCs shall be deemed amended as specified by the UK Addendum in respect of the transfer of such Personal Information;

ii. If sub-clause (b)(i) doesn’t apply, then Computacenter and the Subcontractor shall cooperate in good faith to implement appropriate safeguards for transfers of such Personal Information as required or permitted by the UK GDPR without undue delay.

The Standard Contractual Clauses shall constitute a separate agreement between each Computacenter Affiliate acting as a data exporter and Subcontractor acting as data importer.

Subcontractor shall not participate in (nor permit any Sub-processor to participate in) any other Restricted Transfers of Personal Information (whether as an exporter or an importer of the Personal Information) unless: (i) it has first obtained Computacenter’s prior written consent which, where Computacenter is a processor on behalf of a third party controller, shall reflect the controller’s instructions; and (ii) the Restricted Transfer is made in full compliance with the applicable data protection laws and pursuant to Standard Contractual Clauses implemented between the relevant exporter and importer of the Personal Information.

To the extent of any inconsistency between this Data Privacy Addendum and the Standard Contractual Clauses, the Standard Contractual Clauses shall prevail. Subcontractor agrees to promptly undertake to amend this Data Privacy Addendum if Computacenter considers it necessary to incorporate an updated data transfer mechanism to maintain compliance with applicable data protection laws.

G. Audit: Upon provision of reasonable notice to Subcontractor, Computacenter (or any third party selected by Computacenter) may undertake an assessment and audit of Subcontractor’s compliance with this Data Privacy Agreement no more than once per year or as otherwise necessary in the event Computacenter identifies a reasonable basis for more frequent assessments such as a governmental request for information, a specific obligation arising under applicable law, a Security Incident, or if Computacenter has a good faith basis to believe Subcontractor has not complied with this Data Privacy Addendum. In addition, Subcontractor shall conduct a comprehensive independent third-party audit of its privacy and data security measures at least once per year as long as Subcontractor processes Personal Information. Subcontractor will promptly implement any required safeguards as identified by a third-party auditor or Computacenter.

H. Indemnification: Notwithstanding anything in the Services Agreement or any applicable Subcontractor privacy policy to the contrary Subcontractor (including its agents, Subcontractors, or subcontractors) shall indemnify, defend, and hold harmless Computacenter and its affiliates, subsidiaries, successors and assigns (and their officers, directors, employees, sublicensees, customers and agents) from and against any and all claims, losses, demands, liabilities, damages, settlements, expenses and costs (including attorneys’ fees and costs), arising from, in connection with, or based on allegations of, any Security Incident or Subcontractor’s (or its Sub-processors’) failure to comply with any of its obligations set forth in this Data Privacy Addendum. This indemnification obligation is not subject to any limitation of liability.

I. Governing Law: Notwithstanding anything to the contrary in the Services Agreement, this Data Privacy Addendum and any disputes arising therefrom, will be governed by the laws of the State of California, without regard to their conflict of law provisions.