

# Data Protection Schedule

## 1 Definitions and Interpretation

- 1.1 In this Service Schedule the words, expressions defined, and rules of interpretation set out, in the Master Products and Services Terms and the Agreement generally will apply and mean the same when used in this Service Schedule.
- 1.2 The following words and phrases will, unless the context otherwise requires, have the following meanings:

<b>“Agreement”</b>	means the agreement(s) between Telefónica Tech and the Customer under which Telefónica Tech is obliged to processes Protected Data, including under a Master Products and Services Agreement.
<b>“Applicable Law”</b>	means the laws of the European Union in so far as it applies to Telefónica Tech and the laws of England & Wales.
<b>“Customer”</b>	means the company addressee of the letter to which this Data Protection Schedule is attached with whom Telefónica Tech has entered into a Relevant Agreement.
<b>“Data Controller”</b>	will have the meaning given in the Data Protection Laws.
<b>“Data Processor”</b>	will have the meaning given in the Data Protection Laws.
<b>“Data Protection Laws”</b>	<p>means as applicable and binding on the Customer, Telefónica Tech and/or the services:</p> <p>(a) in the United Kingdom: the UK GDPR, Data Protection Act 2018, Data Protection, Privacy and Electronic Communications Regulations 2019 and any national laws or regulations amending, replacing, or superseding them;</p> <p>(b) in member states of the European Union: the GDPR and all relevant member state laws or regulations giving effect to or corresponding with any of them; and</p> <p>(c) any Applicable Laws replacing, amending, extending, re-enacting, or consolidating any of the above Data Protection Laws from time to time.</p>

<b>“Data Protection Losses”</b>	<p>means all liabilities, including all:</p> <p>(a) costs (including legal costs), claims, demands, actions, settlements, interest, charges, procedures, expenses, losses, and damages (including relating to material or non-material damage); and</p> <p>(b) to the extent permitted by Applicable Law:</p> <p>(i) administrative fines, penalties, sanctions, liabilities, or other remedies imposed by a Supervisory Authority;</p> <p>(ii) compensation which is ordered by a Supervisory Authority to be paid to a Data Subject; and</p> <p>(iii) the reasonable costs of compliance with investigations by a Supervisory Authority.</p>
<b>“Data Subject Request”</b>	means a request made by a Data Subject to exercise any rights of Data Subjects under Data Protection Laws.
<b>“Data Subject”</b>	will have the meaning given in the Data Protection Laws.
<b>“Data Protection Schedule”</b>	means this supplemental Schedule
<b>“GDPR”</b>	means the General Data Protection Regulation (EU) 2016/679 which became directly effective on 25 May 2018 and in the United Kingdom, the UK GDPR (applied GDPR) following withdrawal from the European Union.
<b>“Personal Data Breach”</b>	means any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, any Protected Data.
<b>“Personal Data”</b>	has the meaning given in the Data Protection Laws.
<b>“processing”</b>	When used in paragraph 1 below has the meanings given to that term in Article 4(2) of the GDPR (and related terms such as ‘process’ and ‘processes’ have corresponding meanings).
<b>“Protected Data”</b>	means Personal Data received from or on behalf of the Customer in connection with the performance of Telefónica Tech’s obligations under the Relevant Agreement.

<b>“Specified E-Mail Address”</b>	means the email address set out below by the Customer or, if the Customer does not provide an email address, any email address known to Telefónica Tech which Telefónica Tech believes is suitable for the types of notice set out in this Data Protection Schedule.
<b>“Sub-Processor”</b>	means another Data Processor engaged by Telefónica Tech for carrying out processing activities in respect of the Protected Data on behalf of the Customer.
<b>“Supervisory Authority”</b>	means any local, national, or multinational agency, department, official, parliament, public or statutory person or any government or professional body, regulatory or supervisory authority, board or other body responsible for administering Data Protection Laws.
<b>“Telefónica Tech Group Companies”</b>	<p>means, at the date of the Agreement:</p> <ul style="list-style-type: none"> <li>(a) Telefónica Tech Managed Services Ltd;</li> <li>(b) Telefónica Tech UK TOG Limited;</li> <li>(c) Telefónica Tech UK Limited;</li> <li>(d) Telefónica Tech UK Managed Services Limited;</li> <li>(e) Telefónica Tech UK Professional Services Limited;</li> <li>(f) M.H.C. Consulting Services Limited;</li> <li>(g) Organised Computer Systems Limited Employee Services LLP;</li> <li>(h) Organised Computer Systems Limited Property LLP; and</li> <li>(i) each and any subsidiary or holding company from time to time of the companies listed in (a) to (h) above, and each and any subsidiary from time to time of a holding company of that company.</li> </ul> <p>“Telefónica Tech Group Company” will be interpreted accordingly.</p>
<b>“Telefónica Tech”</b>	means the Telefónica Tech Group Company with whom the Customer has a Relevant Agreement.

## **2 Data Protection**

- 2.1 This Data Protection Schedule will be effective from the date of the Agreement.
- 2.2 This paragraph 2 applies where Telefónica Tech carries out processing of Customer personal data under applicable Data Protection Laws. For such purposes, Telefónica Tech will be a 'Data Processor'.
- 2.3 Telefónica Tech will (and must procure that any personnel involved in the provision of services under the Agreement) comply with any notification requirements under the Data Protection Laws and other relevant legislation.
- 2.4 Both parties will duly observe all their obligations under the Data Protection Laws and other relevant legislation, which arise in connection with the Relevant Agreement.
- 2.5 Telefónica Tech will process Personal Data:
  - 2.5.1 that arises out of Telefónica Tech providing IT goods and services under the Agreement;
  - 2.5.2 for the duration of the Agreement (including any extensions to its duration) and any additional time after termination necessary for Telefónica Tech to complete its obligations relating to Personal Data;
  - 2.5.3 for the purpose of Telefónica Tech fulfilling its obligations under the Agreement;
  - 2.5.4 by the collection, organisation, structuring, storage, adaptation, and alteration and/or use of data (including Personal Data).
- 2.6 Type of Personal Data to be processed:
  - 2.6.1 names; email addresses; telephone numbers; job titles; business addresses; and
  - 2.6.2 any other data provided by the Customer for the purpose of transmission, storage and/or analysis.
- 2.7 Categories of Data Subject:
  - 2.7.1 individuals permitted or required by the Customer to make use of the services under the Relevant Agreement, to communicate with Telefónica Tech in relation to the Relevant Agreement and/or to administer the Relevant Agreement;
  - 2.7.2 details of individuals contained within data that the Customer provides to Telefónica Tech for the purposes of transmission, storage and/or analysis.
- 2.8 The Customer warrants, represents and undertakes, that:
  - 2.8.1 all data sourced by the Customer for use in connection with the Relevant Agreement, prior to such data being provided to or accessed by Telefónica Tech for the performance of its obligations under the Relevant Agreement, will comply in all respects, including in terms of its collection, storage and processing (which will include the Customer providing all of the required fair processing information to, and obtaining all necessary consents from, Data Subjects), with Data Protection Laws; and

- 2.8.2 all instructions given by it to Telefónica Tech in respect of Personal Data will at all times be in accordance with Data Protection Laws.

### **3 Sub-Processors**

- 3.1 Telefónica Tech will not engage a Sub-Processor without prior specific or general written authorisation of the Customer. In the case of general written authorisation, Telefónica Tech will inform the Customer of any intended changes concerning the addition or replacement of other Sub-Processors, thereby giving the Customer the opportunity to object to such changes.
- 3.2 A list of Telefónica Tech's current Sub-Processors is available on Telefónica Tech's website at <https://info.telefonicatech.uk/gdpr-sub-processors> (or at such alternative URL as Telefónica Tech will notify the Customer of). The Customer hereby consents to the use of the Sub-Processors listed therein at the date of the Relevant Agreement.
- 3.3 Telefónica Tech may add to or replace current Sub-Processors from time to time by updating the list at paragraph 3.2. Prior to adding or replacing Sub-Processors, Telefónica Tech will notify the Customer via the Specified E-Mail Address. If the Customer reasonably objects to the addition or replacement, it will notify Telefónica Tech of such objection within 7 days of the date that the notification was sent to the Specified Email Address in the manner set out in that notification and Telefónica Tech will determine whether to:
- 3.3.1 reverse the addition or replacement in respect of the Relevant Agreement; or
- 3.3.2 Terminate the Relevant Agreement forthwith in whole or in part.

### **4 Processing**

- 4.1 Without prejudice to the generality of paragraph 2.1, in respect of Protected Data disclosed to Telefónica Tech in connection with the Relevant Agreement (and whether disclosed by the Customer, data subjects or otherwise), Telefónica Tech will ensure that it:
- 4.1.1 only processes the Protected Data on documented instructions from the Customer, including regarding transfers of Protected Data to a third country or an international organisation unless required to do so by Applicable Law to which Telefónica Tech is subject;
- 4.1.2 if Applicable Law requires it to process Protected Data other than in accordance with the Customer's instructions, will notify the Customer of any such legal requirement before processing the Protected Data (unless Applicable Law prohibits such information on important grounds of public interest);
- 4.1.3 will consult the Customer before making any disclosure of Protected Data required by Applicable Law or by a law enforcement authority (unless notification or consultation is forbidden by Applicable Law);
- 4.1.4 ensures that the persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;

- 4.1.5 takes all measures required pursuant to Article 32 of the GDPR;
- 4.1.6 respects the conditions referred to in Article 28(2) and 28(4) of the GDPR for engaging a Sub-Processor;
- 4.1.7 taking into account the nature of the processing, assists the Customer by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Data Controller's obligation to respond to requests for exercising the data subject's rights laid down in Chapter III of the GDPR;
- 4.1.8 assists the Customer in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR taking into account the nature of the processing and information available to Telefónica Tech;
- 4.1.9 promptly informs the Customer if, in its opinion, an instruction infringes the GDPR, or other relevant Union or member state data protection provisions PROVIDED THAT:
  - 4.1.9.1 this will be without prejudice to paragraphs 2.4 and 2.8;
  - 4.1.9.2 to the maximum extent permitted by mandatory law, Telefónica Tech will have no liability howsoever arising (whether in contract, tort (including negligence) or otherwise) for any losses, costs, expenses or liabilities (including any Data Protection Losses) arising from or in connection with any processing in accordance with the Customer's instructions following the Customer's receipt of that information;
  - 4.1.9.3 will deal promptly and properly with all enquiries from the Customer relating to the processing of the Protected Data and promptly comply with any request from Customer requiring Telefónica Tech to amend, transfer, delete or return the Protected Data and, if requested, to certify that this has been done;
  - 4.1.9.4 will not and will procure that any Sub-Processor will not transfer the Protected Data (nor any part thereof) outside the European Economic Area without the prior written consent of the Customer. Such consent may be given in relation to a Sub-Processor in the manner set out in list on Telefónica Tech's website referenced in paragraph 3.2 of this Data Protection Schedule; and
  - 4.1.9.5 will, unless Article 30(5) dis-applies the same, maintain a record of all categories of processing activities carried out on behalf of the Customer which will contain the details set out in Article 30(2) of the GDPR (and which will be in writing, including in electronic form);
  - 4.1.9.6 will make available to the Customer all information as is necessary to demonstrate Telefónica Tech's compliance with the obligations laid down in this paragraph 4, and allow for and contribute to audits, including inspections, by the Customer (or auditor mandated by the Customer who is not also auditing a

competitor of Telefónica Tech) for this purpose, subject to the Customer:

- 4.1.9.6.1 giving Telefónica Tech reasonable prior written notice of such information request, audit and/or inspection being required by the Customer;
  - 4.1.9.6.2 ensuring that all information obtained or generated by the Customer or its auditor(s) in connection with such information requests, inspections and audits is kept strictly confidential (save for disclosure to the Supervisory Authority or as otherwise required by Applicable Law);
  - 4.1.9.6.3 ensuring that such audit or inspection is undertaken during normal business hours, with minimal disruption to Telefónica Tech's business, the Sub-Processors' business and the business of other customers of Telefónica Tech; and
  - 4.1.9.6.4 paying Telefónica Tech's (or the Sub-Processor's as the case may be) reasonable charges for assisting with the provision of information and allowing for and contributing to inspections and audits that exceed 3 days per year, such charges to be calculated on a time and materials basis at Telefónica Tech's (or the Sub-Processor's as the case may be) standard rates at the time.
- 4.1.9.7 will provide such reasonable assistance as the Customer reasonably requires (taking into account the nature of processing and the information available to Telefónica Tech) to the Customer in ensuring compliance with the Customer's obligations under Data Protection Laws with respect to:
- 4.1.9.7.1 security of processing;
  - 4.1.9.7.2 data protection impact assessments (as such term is defined in Data Protection Laws);
  - 4.1.9.7.3 prior consultation with a Supervisory Authority regarding high-risk processing; and
  - 4.1.9.7.4 notifications to the Supervisory Authority and/or communications to Data Subjects by the Customer in response to any Personal Data Breach,
  - 4.1.9.7.5 provided the Customer will pay Telefónica Tech's reasonable charges for providing the assistance in this paragraph 4.1.9.7, where such assistance extends beyond 3 days per year, such charges to be calculated on a time and materials basis at Telefónica Tech's standard rates at the time.



## **5 Security Testing**

- 5.1 Telefónica Tech may grant Customer or customer's independent third-party permission to perform security testing on the delivered systems, processes, services, or Telefónica Tech's network, PROVIDED THAT:
  - 5.1.1 Customer obtains Telefónica Tech's advance written consent prior to any such testing; and
  - 5.1.2 Testing is restricted to the dedicated systems, services and information specifically related to Customer data and does not encroach on any shared systems or data concerning Telefónica Tech's other customers; and
  - 5.1.3 Customer will pay Telefónica Tech on a time and materials basis at Telefónica Tech's standard rates at the time for facilitating access to the necessary information, locations (where permitted) and personnel where such assistance extends beyond 3 days.
- 5.2 Telefónica Tech may grant Customer the option to carry out security testing on shared systems and locations subject to a pre-approval process, which includes but is not limited to providing Telefónica Tech with a copy of Customer's security testing plan/(s).

## **6 Notifications**

- 6.1 Each of the Customer and Telefónica Tech will notify the other:
  - 6.1.1 without undue delay and, in any event, not later than 72 hours after becoming aware of any unauthorised, unlawful or dishonest conduct or activities, any Personal Data Breach or any breach of the terms of the Relevant Agreement relating to Protected Data of which it becomes aware together with such information as may be required for Telefónica Tech or the Customer (as the case may be) to report the breach to the Supervisory Authority;
  - 6.1.2 without undue delay of any complaint, notice or communication which relates directly or indirectly to the processing of the Protected Data or to either party's compliance with the Data Protection Act in relation to the Services;
  - 6.1.3 without undue delay of any request for disclosure of the Protected Data by a law enforcement authority (unless such notification is forbidden by Applicable Law); and
  - 6.1.4 within 3 (three) Business Days of any Data Subject Request;
- 6.2 A notice or request may be given or made by e-mail to the Specified E-Mail Address (in the case of the Customer); and to [data.protection@telefonicatech.uk](mailto:data.protection@telefonicatech.uk) (in the case of Telefónica Tech).
- 6.3 Telefónica Tech will reject any requests for disclosure of Protected Data that it is not bound to fulfil by law. Telefónica Tech will use reasonable endeavours to redirect any valid request to the Customer.



## **7 Return of Protected Data**

- 7.1 Telefónica Tech will, at the Customer's option, either delete or return all the Protected Data to the Customer in such form as the Customer reasonably requests within a reasonable time after the earlier of:
- 7.1.1 the end of the provision of the relevant services related to processing; or
  - 7.1.2 once processing by Telefónica Tech of any Protected Data is no longer required for the purpose of Telefónica Tech's performance of its relevant obligations under the Relevant Agreement,
  - 7.1.3 and delete existing copies (unless storage of any data is required by Applicable Law and, if so, Telefónica Tech will inform the Customer of any such requirement).

## **8 Amendment of Data Protection Schedule**

- 8.1 Telefónica Tech may amend this Data Protection Schedule, with notice to Customer if:
- 8.1.1 required to do so by the Supervisory Authority; or
  - 8.1.2 necessary to comply with Applicable Law; or
  - 8.1.3 permitted or required to do so by a code of conduct under Article 40 of the GDPR or a certification mechanism approved under Article 43 of the GDPR.