

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 (the “Parties”). 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 Personal Information Protection and Electronic Documents Act and its successor laws as well as provincial privacy law (collectively, “PIPEDA”) impose 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 applicable privacy law, and (b) cooperate with Computacenter in its efforts to respond to requests by individuals to exercise their rights under the PIPEDA and to otherwise comply with PIPEDA;

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. 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 as further defined herein;

A. Unless otherwise indicated, the capitalized terms used in this Addendum shall have the meaning assigned to them in the PIPEDA. Definitions:

- i. “Personal Information” shall have the meaning set forth in Canada’s federal privacy law (PIPEDA) and is limited to Personal Information which Subcontractor

collects, accesses, stores, or otherwise processes in relation to the Services Agreement.

- ii. “Computacenter” shall mean Computacenter Canada Inc. and includes the affiliate of Computacenter Canada Inc. that executed the Services Agreement with Subcontractor.

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, employees, and subcontractors) shall:

- i. only Process Personal Information for the limited purposes of providing Services to Computacenter as described in the Services Agreement or its related statement of work or ordering document;
- ii. not Sell Personal Information;
- iii. not disclose 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 an individual’s request to exercise rights under PIPEDA or other applicable law as more fully described in Section C below.

C. Individual Data Subject Requests

- 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 individual 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 request.

- ii. Within ten (10) business days of receiving a request from Computacenter for assistance with responding to an individual's request to exercise one or more rights under PIPEDA or other applicable privacy law, Subcontractor shall provide assistance as necessary for Computacenter to respond to the individual's request in accordance with applicable law.

Security Incident and shall keep Computacenter informed of all developments in connection with the Security Incident.

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. This requirement shall not apply to the extent Subcontractor is required by applicable law to retain some or all of the Personal Information.

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 in the Services Agreement together with standards materially equivalent to Computacenter's minimum security requirements set out in [https://www.computacenter.com/dataprotection/supplierstandards/](https://www.computacenter.com/dataprotection/supplierstandards) 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. regarding any inquiry by the Privacy Commissioner of Canada regarding the Personal Information; or
 - c. 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

F. Cross-Border Transfer: Subcontractor will not transfer Personal Information outside of Canada without Computacenter's prior written consent. Any such consented transfer will be in accordance with all applicable privacy law. Depending on the intended transfer country(s), Computacenter may require implementation of internationally recognized transfer mechanisms such as standard contractual clauses.

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 Addendum 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 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 Province of Ontario and the laws of Canada, without regard to their conflict of law provisions.