

Data Protection Schedule

1 Definitions and Interpretation

- 1.1 In this Data Protection 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 Data Protection Schedule.
- 1.2 The following words and phrases will, unless the context otherwise requires, have the following meanings:

“Agreement”	means the agreement(s) between Telefónica Tech and the Customer under which Telefónica Tech is obliged to processes Protected Data, including under the Telefónica Tech Master Products and Services Terms.
“Applicable Law”	means the laws of England & Wales and in so far as it applies to Telefónica Tech the laws of the European Union.
“Business Days”	means any day which is not a Saturday, Sunday or public holiday in London.
“Business Hours”	means 09:00 to 17:00 GMT Monday to Friday excluding public holidays.
“Customer”	means the company addressee of the letter to which this Data Protection Schedule is attached with whom Telefónica Tech has entered into an Agreement.
“Customer’s Email Address”	means an email address provided by the Customer or if no email address is provided to 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
“Data Controller”	will have the meaning given in the Data Protection Laws.
“Data Processor”	will have the meaning given in the Data Protection Laws.
“Data Protection Laws”	means as applicable and binding on the Customer, Telefónica Tech and/or the services: (a) in the United Kingdom: the UK GDPR, Data Protection Act 2018, Data Protection, Privacy and Electronic Communications Regulations 2019

	<p>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>
“Data Protection Losses”	<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>
“Data Subject Request”	<p>means a request made by a Data Subject to exercise any rights of Data Subjects under Data Protection Laws.</p>
“Data Subject”	<p>will have the meaning given in the Data Protection Laws.</p>
“Data Protection Schedule”	<p>means this supplemental Schedule</p>
“GDPR”	<p>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.</p>
“Personal Data Breach”	<p>means any breach of security leading to the accidental or unlawful destruction, loss, alteration,</p>

	unauthorised disclosure of, or access to, any Protected Data.
“Personal Data”	has the meaning given in the Data Protection Laws.
“processing”	has the meaning given in Article 4(2) of the GDPR (and related terms such as ‘process’ and ‘processes’ have corresponding meanings).
“Protected Data”	means Personal Data received from or on behalf of the Customer in connection with the performance of Telefónica Tech’s obligations under the Agreement.
“Sub-Processor”	means another Data Processor engaged by Telefónica Tech for carrying out processing activities in respect of the Protected Data on behalf of the Customer.
“Supervisory Authority”	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.
“Telefónica Tech Group Companies”	means, at the date of the Agreement: <ul style="list-style-type: none"> a) Telefónica Tech UK Limited, a company registered England and Wales (registered number 02563193) of East House, Newpound Common, Wisborough Green, West Sussex RH14 0AZ; b) Telefónica Tech UK Managed Services Limited, a company registered England and Wales (registered number 04434288) of East House, Newpound Road, Wisborough Green, West Sussex RH14 0AZ; c) Telefónica Tech Northern Ireland Limited, a company registered in Northern Ireland (registered number NI028408) of Concourse Building 3, Queens Road, Belfast, Northern Ireland, BT3 9DT; d) Telefónica Tech Ireland Limited, a company registered in the Republic of Ireland (registration number: 438959) of Unit 5B Unit 5H, Fingal Bay Business Park, Balbriggan Co. Dublin, Balbriggan, Dublin, Ireland; and

	e) each and any subsidiary or holding company from time to time of the companies listed in (a) to (d) above, and each and any subsidiary from time to time of a holding company of that company and “Telefónica Tech Group Company” will be interpreted accordingly.
“Telefónica Tech”	means the Telefónica Tech Group Company with whom the Customer has an Agreement.

2 Data Protection

- 2.1 This Data Protection Schedule will be effective from the date of the Agreement.
- 2.2 This clause 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 comply with their obligations under the Data Protection Laws and other relevant legislation, which arise in connection with the 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 Types of Personal Data to be processed shall include but shall not be limited to:
- 2.6.1 names; addresses; telephone numbers; job titles; 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 Agreement, to communicate with Telefónica Tech in relation to the Agreement and/or to administer the 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 Personal Data sourced by the Customer for use in connection with the Agreement, prior to the data being provided to or accessed by Telefónica Tech for the performance of its obligations under the 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.
- 3.2 In the case of general written authorisation, Telefónica Tech maintains a current list of Sub-Processors which 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 on this website at the date of the Agreement.
- 3.3 In the case of prior specific written authorisation, Telefónica Tech shall provide the Customer with prior written notice of any change to the list of Sub-Processors mentioned in clause 3.2 to the Customer's email address. If the Customer reasonably objects to the change, it shall notify Telefónica Tech of the objection within 7 days of receipt of Telefónica Tech's email notification in the manner set out in that notification and Telefónica Tech will determine whether to:
 - 3.3.1 reverse the amendment in respect of the Agreement; or
 - 3.3.2 promptly terminate the Agreement in whole or in part.

4 Processing

- 4.1 Without prejudice to the generality of clause 2, in respect of Protected Data disclosed to accessed or processed by Telefónica Tech in connection with the 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, it 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, to a third party 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 Data Protection Law, PROVIDED THAT:
 - 4.1.9.1 this will be without prejudice to clauses 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 where technically feasible 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 UK or European Economic Area without the prior written consent of the Customer; 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 clause 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 (three) Business 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 the Customer with such reasonable assistance (taking into account the nature of processing and the information available to Telefónica Tech) to ensure 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 a 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 clause 4.1.9.7, where such assistance extends beyond three (3) Business 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 the Customer or the Customer's independent third-party auditor permission to perform security testing on the delivered systems, processes, services, or Telefónica Tech's network, PROVIDED THAT:
 - 5.1.1 The 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 The Customer pays 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 three (3) Business Days per year.
- 5.2 Telefónica Tech may grant the 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 The Customer and Telefónica Tech will notify each other:
 - 6.1.1 without undue delay and, in any event, not later than 48 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 Agreement relating to Protected Data of which it becomes aware together with any information required for Telefónica Tech or the Customer 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 Laws in relation to the Agreement;
 - 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 three (3) Business Days of any Data Subject Request.
- 6.2 Telefónica Tech may send a notice or request by e-mail to the Customer's Email Address; and the Customer may send a notice or request by email to Telefónica Tech at data.protection@telefonicatech.uk.
- 6.3 Telefónica Tech will reject any requests for disclosure of Protected Data that it is not bound to fulfil by Applicable Law and 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 where technically feasible 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 Agreement,
 - 7.1.3 and delete where technically feasible 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 prior written notice to the 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.