

REGULATED CUSTOMER DATA

1. Customer Obligations. Customer:

- (a) acknowledges that Verizon, Verizon Affiliates and their respective agents may come into possession of Regulated Customer Data in connection with the provision of the Services; and
- (b) shall comply with its obligations under applicable data protection law.

2. Additional Concepts. For the purpose of this clause the terms "processing", "data subject", "controller", and "processor" have the meanings given to them by Regulation (EU) 2016/679 ("GDPR") or applicable data protection laws to which the Regulated Customer Data may be subject to the extent that such concepts exist in such laws; "EEA" means the European Economic Area plus Switzerland and, if the UK ceases to be part of the EEA, the UK.

3. No Controller/Processor Jurisdictions. When applicable data protection laws do not distinguish between a controller and a processor Verizon will process Regulated Customer Data in accordance with its Privacy Policy located at www.verizon.com/about/privacy/international-policy.

4. Verizon Obligations When Verizon Acts as a Processor. Verizon agrees:

- (a) that it will only process Regulated Customer Data for the performance of the Services in accordance with the Customer's instructions which are set out in this Agreement, or as otherwise mutually agreed between the Parties in writing, and that it will notify Customer if Verizon considers any such processing of Regulated Customer Data to be in violation of any data protection law applicable to Verizon. From 25 May 2018, a description of the processing activities performed in connection with the provision of the Services will be provided at www.verizon.com/about/privacy/data-processing-activities;
- (b) that if it is legally required to process Regulated Customer Data otherwise than as instructed by Customer, it will notify Customer before such processing occurs unless prohibited from doing so by law;
- (c) to use commercially reasonable efforts to provide such assistance to Customer as Customer reasonably requires in order to comply with its obligations under applicable data protection laws, including the Customer's obligation to respond to requests by data subjects in the exercise of their rights; making available information and allowing for and contributing to audits (without prejudice to the Parties' respective audit rights and obligations set forth elsewhere in this Agreement), including inspections and information requests, conducted by Customer or an auditor mandated by Customer upon reasonable written notice of Customer and during regular business hours and in each case with all costs and expenses incurred being met by the Customer, in all such cases as necessary to demonstrate compliance with applicable data protection laws;
- (d) to ensure that its personnel who have access to the Regulated Customer Data are bound by, and made aware of, their obligations of confidentiality with respect to protecting Regulated Customer Data;
- (e) taking into account the state of the art and the costs of implementation, to implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk to Regulated Customer Data or data subjects, which shall include protecting Regulated Customer Data against accidental or unlawful destruction, loss, alteration, or unauthorized disclosure or access ("Personal Data Breach"); and
- (f) without undue delay notify Customer in writing of any Personal Data Breach and keep Customer informed of related developments.

5. Sub-Processing

5.1 Sub-Processing. Customer acknowledges and agrees that Verizon may use third parties (including Verizon Affiliates) to provide the Services, or elements thereof, and that such third parties ("Sub-Processors") may process Regulated Customer Data on Verizon's behalf. The terms of this sub-clause entitled Sub-Processing will apply to any such Sub-Processors. Verizon will inform the Customer of such Sub-Processors.

5.2 Sub-Processor Site. Customer acknowledges and agrees that Verizon will inform Customer of its Sub-Processors, and updates thereto, via lists posted at www.verizon.com/about/privacy/current-sub-processors-and-affiliates-list ("Sub-Processor Site"). Customer may subscribe to receive notification of updates to the Sub-Processors lists via an automated alert from the Sub-Processor Site.

5.3 Customer Objection. If Customer objects to Verizon's use of a new Sub-Processor, Customer shall notify Verizon promptly in writing within 10 Business Days after receiving the information from the Sub-Processor Site. In the event Customer puts forward a reasonable objection to a new sub-processor or Verizon Affiliate, Verizon agrees to engage in good faith discussions with Customer to address Customer's objection.

5.4 Obligations. Where Verizon uses Sub-Processors it will ensure the same material obligations are imposed on the Sub-Processor, by way of either Binding Corporate Rules (where relevant) or a written agreement, as are imposed on Verizon under this clause Regulated Customer Data and including an obligation on each Sub-Processor to implement and maintain appropriate technical and organizational measures to protect Regulated Customer Data.

6. Data Transfers from the EEA

6.1 Activities Outside EEA. Customer acknowledges that Verizon and certain of its Affiliates are based outside of the EEA and that Regulated Customer Data may be collected, stored and/or processed in the US or other countries where applicable law in relation to privacy and the processing of personal data may differ from that in the EEA.

6.2 Binding Corporate Rules. Verizon has adopted processor binding corporate rules in the form of the Binding Corporate Rules Processor Policy available at www.verizon.com/about/privacy/binding-corporate-rules (the "BCR Processor Policy") in order to provide adequate safeguards for transfers of Regulated Customer Data from EEA Verizon Affiliates to Non-EEA Verizon Affiliates and, save where a Service Attachment provides for alternative safeguards for transfers of all or any part of the Regulated Customer Data from the EEA to Non-EEA, all Verizon Affiliates providing Services under this Agreement are subject to the BCR Processor Policy.

6.3 Changes to BCR Processor Policy. Verizon will comply with the BCR Processor Policy in respect of any Regulated Customer Data transferred from any EEA Verizon Affiliate to any non-EEA Verizon Affiliate and notify Customer promptly if any changes to the BCR Processor Policy are likely to have a substantial adverse effect on the warranties and obligations provided under this clause entitled Regulated Customer Data or otherwise prevents it from fulfilling the instructions received from Customer as set out in this Agreement or as otherwise mutually agreed between the Parties in writing. Upon receiving such notice Customer may elect to suspend the transfer of Regulated Customer Data; if Customer indicates its intention to suspend the transfer of Regulated Customer Data, the Parties shall negotiate in good faith to implement adequate safeguards to replace the BCR Processor Policy.

6.4 Precedence. In the event of any conflict between the BCR Processor Policy (or any alternative safeguard provided in a Service Attachment) and under this clause Regulated Customer Data the BCR Processor Policy (or any alternative safeguard provided in a Service Attachment) shall prevail.

7. Processing When Verizon Acts as a Controller.

7.1 Customer Warranty. Customer warrants that:

- (a) up to when the Regulated Customer Data is transferred or made available to Verizon, it has processed the Regulated Customer Data in accordance with data protection laws that apply to the Regulated Customer Data and has not violated such data protection laws; and
- (b) for the purposes of the sub-clauses entitled Activities Outside EEA, Binding Corporate Rules, Changes to BCR Processor Policy and Precedence Customer hereby undertakes to make available to data subjects upon request a copy of the Binding Corporate Rules Controller Policy available at www.verizon.com/about/privacy/binding-corporate-rules and this clause entitled Regulated Customer Data save to the extent that they contain any sensitive or confidential commercial information in which case it will remove such information.

7.2 Verizon Warranty. Verizon agrees and warrants that it:

- (a) will process Regulated Customer Data in accordance with data protection law applicable to the Regulated Customer Data;
- (b) has in place procedures so that any third party it authorises to have access to Regulated Customer Data, including processors, will respect and maintain the confidentiality and security of the Regulated Customer Data.

8. Effect of Termination - Regulated Customer Data. On termination of the Agreement Verizon will cease all processing of the Regulated Customer Data on behalf of Customer and delete the Regulated Customer Data or, if reasonably practicable to do so, return the Regulated Customer Data unless Verizon is subject to a legal requirement to store the Regulated Customer Data.