

DATED:

(1) VODAFONE IRELAND LIMITED

AND

(2)

[CONTROLLER LEGAL NAME]

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VODAFONE (PROCESSOR) DATA PROCESSING AGREEMENT

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THIS AGREEMENT IS MADE BETWEEN:

1. **Vodafone Ireland Limited** a company registered in Ireland (registration number 326967) and whose registered office is at Mountainview, Central Park, Leopardstown, Dublin 18 (the “**Processor**”);
2. **[CONTROLLER LEGAL NAME]** a company incorporated in Ireland whose registered office is at **[CONTROLLER REGISTERED ADDRESS]** (the “**Controller**”)

each a “**Party**” and together the “**Parties**”.

## **BACKGROUND**

- (A) The Parties have agreed that it will be necessary for the Processor to Process certain Personal Data on behalf of the Controller in providing the Service outlined at Schedule 4.
- (B) In light of this Processing, the Parties have agreed to enter into this Agreement to address the compliance obligations imposed upon the Controller pursuant to the GDPR and Applicable Privacy Law. The Processor is appointed by the Controller to Process such Personal Data on behalf of the Controller as is necessary to provide the Services in accordance with the terms of this agreement (the “**Agreement**”).

NOW IT IS HEREBY AGREED as follows:

## **1. DEFINITIONS**

In this Agreement:

“ <b>Applicable Privacy Law</b> ”	shall mean the relevant data protection and privacy law, regulations (including GDPR) and other statutory requirements to which the Controller or Processor are subject;
“ <b>Controller</b> ”, “ <b>Personal Data</b> ”, “ <b>Processor</b> ” and “ <b>Processing</b> ”	shall have the same meanings set out in the Applicable Privacy Law and “ <b>Process</b> ” or “ <b>Processed</b> ” shall be construed accordingly;
“ <b>GDPR</b> ”	shall mean Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data;
“ <b>Privacy Authority</b> ”	shall mean the relevant supervisory authority with responsibility for privacy or data protection matters in the jurisdiction of the Processor or the Controller;
“ <b>Security Measures</b> ”	shall mean the appropriate security measures to be taken in respect of Personal Data and as more particularly described in Article 32 of the GDPR;
“ <b>Services</b> ”	shall mean the relevant service(s) provided by the Processor to the Controller as set out in Schedule 4 ;
“ <b>Transfer Contract Clauses</b> ”	shall mean the model contract clauses set out in the European Commission’s Decision of 5 February 2010 on standard contractual clauses for the transfer of Personal Data to data-processors established in third countries, under the Directive 95/46/EC on the protection of individuals with regard to the processing of personal data and on the free movement of such data (such clauses being incorporated into Schedule 1) as may be amended or replaced by the European Commission from time to time;

## **2. PROCESSING ACCORDING TO THE INSTRUCTIONS OF THE CONTROLLER**

- 2.1. The Parties hereby acknowledge and agree that the Controller is the Controller of all Personal Data that is Processed by the Processor on behalf of the Controller in connection with the provision of the services set out at Schedule 4.

2.2. The Processor agrees that:

- 2.2.1. it shall comply with all of the express obligations of a Processor under the Applicable Privacy Law as applicable to the Processing activities as contemplated in this Agreement;
- 2.2.2. it shall Process the Personal Data at all times in accordance with the Applicable Privacy Law and solely in connection with the provision of the Services and otherwise in accordance with the Controller's written instructions from time to time. The Controller hereby authorises the Processor to take such steps in the Processing of the Personal Data on behalf of the Controller as are reasonably necessary for the performance of the Processor's obligations under this Agreement;
- 2.2.3. it shall to the extent required to comply with the Security Measures have appropriate technical and organisational measures in place that are designed to protect any Personal Data Processed by the Processor against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, and that having regard to the state of technological development and the cost of implementing any measures, such measures shall provide a level of security appropriate to the risk represented by the processing and the nature of the Personal Data to be protected.
- 2.2.4. it will take reasonable steps to ensure the reliability of employees having access to the Personal Data including by ensuring that they possess an appropriate level of competence and training; and
- 2.2.5. it will process the Personal Data solely for the purposes described in Schedule 2 to this Agreement and for no other purposes unless it has received written instructions from the Controller to do so.

**3. UNDERTAKINGS OF THE DATA PROCESSOR**

- 3.1. The Processor undertakes in respect of all Personal Data that it Processes on behalf of the Controller at all times to:
  - 3.1.1. reasonably assist the Controller in ensuring the Controller's compliance with its obligations under Articles 32, 33, 34, 35 and 36 of the GDPR as may be requested by Controller in writing;
  - 3.1.2. reasonably assist the Controller, through appropriate technical and organisational measures, to fulfil the Controller's obligations in response to requests from data subjects to exercise their rights under Applicable Privacy Law as may be requested by the Controller in writing;
  - 3.1.3. make available to the Controller such information as is strictly necessary for the Controller to demonstrate its compliance with the Applicable Privacy Law, on reasonable notice of not less than thirty (30) days ;
  - 3.1.4. no more frequently that once in every year after the date hereof allow the Controller (or any independent or impartial inspection agents or auditors selected by the Controller and not reasonably objected to by the Processor), on reasonable notice of not less than ninety (90) days, to carry out inspections and/or audits of the Processor's data processing facilities (for which it, acting reasonably, has the power to grant access), procedures or documentation as is strictly necessary for the Controller to demonstrate its compliance with the Applicable Privacy Law; or at the Controller's choice for the Processor to provide an appropriate third party certification in relation to the Processor's data Processing activities (if any);
  - 3.1.5. at the choice of the Controller, delete or, if technically feasible in the reasonable opinion of Processor, return all Personal Data to the Controller, at the later of, the termination or expiration of this Agreement or after the provision of the Services by the Processor for and on behalf of the Controller has come to an end, and to delete all existing copies of the Personal Data in the possession of the Processor;
  - 3.1.6. maintain a record of all categories of processing activities carried out on behalf of the Controller;
  - 3.1.7. identify to the Controller a contact point within its organisation authorised to respond to enquiries concerning the Processing of Personal Data as set out in Schedule 3 to this Agreement; and

- 3.1.8. ensure that each of the employees, agents and sub-contractors of the Processor who are authorised to process Personal Data in connection with the provision of the Services are bound by duty of confidentiality, including if necessary by the signing of a confidentiality agreement or notice with the Processor in respect of the such Processing.

#### **4. OBLIGATIONS OF THE CONTROLLER**

- 4.1. The Controller hereby warrants and agrees that it shall:
  - 4.1.1. ensure that it complies at all times with the obligations of a Controller under the Applicable Privacy Law; and
  - 4.1.2. acknowledge that the Processor is reliant on the Controller for instruction as to the extent to which the Processor is entitled to use and process the Personal Data, provide clear written instructions in a timely manner to Processor and in particular shall not instruct the Processor to carry out or refrain from carrying out any act that would reasonably require the Processor to breach Applicable Privacy Law.

#### **5. SUB-CONTRACTING**

- 5.1. The Processor shall be entitled to sub-contract to any third party any of its obligations to Process Personal Data on behalf of the Controller without the prior consent of the Controller and so long as all of the following provisions of this Clause 5 have first been complied with:
  - 5.1.1. the proposed sub-contractor has signed up to obligations that are as protective of the Controller as the terms of this Agreement (including the relevant Transfer Contract Clauses) currently in place between the Controller and the Processor; and
  - 5.1.2. the Processor shall remain fully liable to the Controller for the performance of obligations pursuant to this Agreement notwithstanding the failure of any sub-contractors to perform its obligations under such a sub-contractor agreement.

#### **6. SPECIAL CONDITIONS FOR TRANSFERS OF DATA OUTSIDE OF THE EUROPEAN ECONOMIC AREA**

- 6.1. The Parties agree that any transfers of Personal Data from within the European Economic Area (the "EEA") to locations outside the EEA shall take place on the terms of the Transfer Contract Clauses or otherwise take place in compliance with the Applicable Privacy Law (such as on the basis of an adequacy decision granted by the European Commission in respect of a certain jurisdiction).
- 6.2. The Parties agree that the Transfer Contract Clauses set out in Schedule 1 shall apply to the transfer and Processing of the Personal Data outside of the EEA. The Standard Contractual Clauses shall apply in addition to, and not in substitution for, the terms of Clauses 2 to 5 of this Agreement. However, in the event of any conflict between Clauses 2 to 5 of this Agreement and the terms of Schedule 1, the terms of Schedule 1 shall prevail to the extent necessary to resolve the conflict.

#### **7. LIABILITY**

- 7.1. Liability principles: Neither Party is liable under this Agreement (whether in contract, tort (including negligence), breach of statutory duty, indemnity or otherwise) for: (i) any loss (whether direct or indirect) of profit, revenue, anticipated savings or goodwill; (ii) any loss of or corruption to data (except to the extent that such loss or corruption is a direct result of a Party's breach of Applicable Privacy Law in relation to the performance of its obligations herein); (iii) any regulatory fines; (iv) any legal costs; (v) any loss arising from business interruption or reputational damage; or (vi) any indirect or consequential losses; regardless of whether any of these types of loss were contemplated by either of the Parties at any time. Neither Party excludes any liability which cannot be excluded by Applicable Law.

- 7.2. Compliance with regulation: Each Party (“Responsible Party”) retains responsibility for compliance with the regulatory regime in which it operates (including compliance with Applicable Privacy Law). In this respect, and except as expressly set out in clause 7.3:
- 7.2.1. the other Party is not liable for any losses incurred by, regulatory fines or penalties imposed on or third party claims made against the Responsible Party; and
- 7.2.2. the Responsible Party is not liable for any losses incurred by, regulatory fines or penalties imposed on or third party claims made against the other Party.
- 7.3. Liability cap: Subject to clause 7.1, a Party’s maximum aggregate liability under or in connection with this Agreement (whether in contract, tort (including negligence), breach of statutory duty, indemnity or otherwise) shall be limited in respect of any breach of its obligations herein to €1,000,000 (one million Euro) in aggregate; and
- 7.4. Liability for third party claims under Applicable Privacy Law: Subject to clause 7.3, where one party (the “Paying Party”) has, in accordance with Applicable Privacy Laws, paid compensation (whether such payment relates to a claim made by a third party in contract, tort, statute or otherwise) to an individual third party (“Claimant”) following a successful claim from the Claimant, and the matter giving rise to such claim was wholly or partly as a direct result of a breach by the other party (the “Non-Paying Party”) of Applicable Privacy Law, the Paying Party will be entitled to claim back from the Non-Paying Party that part of the compensation corresponding to their part of responsibility for the damage caused to the Claimant. The Paying Party shall use all reasonable endeavours to defend the Claimant’s claim and to minimise its liability in respect of such claim prior to issuing its claim against the Non-Paying Party.

## 8. GENERAL

### 8.1. Notices

- 8.1.1. Any notice or other communication under this Agreement shall only be effective if it is in writing and in English or accompanied by a properly prepared translation into English.
- 8.1.2. The receiving Party shall be entitled to assume the accuracy of and rely upon any English translation of any document provided pursuant to clause 8.1.1.
- 8.1.3. No notice or other communication given or made under this Agreement may be withdrawn or revoked.
- 8.1.4. Each notice must be unconditional and signed by an authorised person for and on behalf of Controller or Vodafone Ireland Limited, as appropriate.
- 8.1.5. Any notice or other communication given or made under this Agreement shall be addressed as provided in Clause 8.1.6 and, if so addressed, shall, in the absence of earlier receipt, be deemed to have been duly given or made (i) if sent by personal delivery, on delivery at the address of the relevant Party; (ii) if sent by personal delivery, on delivery at the address of the relevant Party; (iii) if sent by commercial courier, on the date and at the time of signature of the courier’s receipt; (iv) if sent by pre-paid post, two days after the date of posting; or (v) if sent by electronic mail, when transmitted.

8.1.6. The relevant notice details are:

Party	Title of Recipient	Registered Office	Email Address

<b>Controller</b>			
<b>Processor</b>	Data Protection Officer Vodafone Ireland Ltd	Vodafone Ireland Ltd Mountainview Leopardstown Dublin 18	<a href="mailto:dataprotection.ie@vodafone.com">dataprotection.ie@vodafone.com</a>

8.1.7. A Party may notify the other Party of a change to its notice details. That notification shall only be effective on (i) any effective date specified in the notification; or (ii) if no effective date is specified or the effective date specified is less than seven days after the date when notice is received, the date falling seven days after the notification has been received.

## 8.2. Entire Agreement

8.2.1. This Agreement including the Schedules hereto, constitutes the entire understanding and agreement between the Parties, replaces and supersedes all prior oral or written agreements, arrangements, letters and discussions between the Parties relating to the subject matter of this Agreement.

## 8.3. Counterparts

8.3.1. The Parties acknowledge that they shall use the Processor's electronic signature process to sign this Agreement and agree to be bound by any such electronic signature which they have applied to the Agreement.

8.3.2. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A counterpart signature page of this Agreement executed by a Party and the execution version of the Agreement transmitted electronically in Portable Document Format (PDF) shall be treated as an original, fully binding and with legal force and effect. The Parties waive any rights they may have to object to such treatment.

## 8.4. Severance

8.4.1. The provisions of this Agreement are severable. If any phrase, clause or provision is invalid or unenforceable in whole or in part, such invalidity or unenforceability shall affect only such phrase, clause or provision, and the rest of this Agreement shall remain in full force and effect.

## 8.5. Governing Law

8.5.1. This Agreement and any dispute arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) ("**Dispute**") shall be governed by and construed in accordance with the laws of Ireland.

## 8.6. Jurisdiction

8.6.1. Each of the Parties to this Agreement irrevocably agrees that the courts of Ireland are to have exclusive jurisdiction to settle any Dispute and, for such purposes, irrevocably submits to the exclusive jurisdiction of such courts. Any proceeding, suit or action arising out of or in connection with this Agreement (the "**Proceedings**") shall therefore be brought in the courts of Ireland.

8.6.2. Each of the Parties to this Agreement irrevocably waives any objection to Proceedings in the courts referred to in clause 8.6.1 on the grounds of venue or on the grounds of forum *non conveniens*.

**8.7. Duration**

8.7.1. This Agreement shall commence on the date that it is dated (the “**Commencement Date**”) and shall continue in full force and effect until the termination of the last of the Services set out at Schedule 4 hereto. Following the Commencement Date, the provisions of this Agreement shall apply to any Processing of Personal Data received prior to execution during any transitional or migration phase.

**AS WITNESS** the hands of the duly authorised representatives of the Parties the day month and year first above written:

Signed for and on behalf of Vodafone Ireland Ltd:

DocuSigned by:  
*Grainne N Ghuidhir*  
31093D92A06A426...  
.....  
Name: Grainne Ni Ghuidhir  
Position: Data Protection Officer  
Date: 4/21/2020

Signed for and on behalf of Controller

.....  
Name: .....  
Position: .....  
Date: .....



## **SCHEDULE 1**

### **TRANSFER CONTRACT CLAUSES**

#### **Standard Contractual Clauses for Data Processors Located outside of the European Economic Area**

The following Clauses provide adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in the Processing Appendix.

#### ***Clause 1 Definitions***

For the purposes of the Clauses:

- (a) *'personal data', 'special categories of data', 'process/processing', 'controller', 'processor', 'data subject' and 'supervisory authority'* shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data<sup>1</sup>;
- (b) *'the data exporter'* means the controller who transfers the personal data;
- (c) *'the data importer'* means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;
- (d) *'the subprocessor'* means any processor engaged by the data importer or by any other subprocessor of the data importer who agrees to receive from the data importer or from any other subprocessor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;
- (e) *'the applicable data protection law'* means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;
- (f) *'technical and organisational security measures'* means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

#### ***Clause 2 Details of the transfer***

The details of the transfer and in particular the special categories of personal data where applicable are specified in the Processing Appendix which forms an integral part of the Clauses.

#### ***Clause 3 Third-party beneficiary clause***

1. The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.
2. The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.
3. The data subject can enforce against the subprocessor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity

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<sup>1</sup> Parties may reproduce definitions and meanings contained in Directive 95/46/EC within this Clause if they considered it better for the contract to stand alone.

has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.

4. The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

#### ***Clause 4 Obligations of the data exporter***

The data exporter agrees and warrants:

- (a) that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;
- (b) that it has instructed and throughout the duration of the personal data processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;
- (c) that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Appendix 2 to this contract;
- (d) that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;
- (e) that it will ensure compliance with the security measures;
- (f) that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;
- (g) to forward any notification received from the data importer or any subprocessor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;
- (h) to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract for subprocessing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;
- (i) that, in the event of subprocessing, the processing activity is carried out in accordance with Clause 11 by a subprocessor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and
- (j) that it will ensure compliance with Clause 4(a) to (i).

#### ***Clause 5 Obligations of the data importer<sup>2</sup>***

The data importer agrees and warrants:

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<sup>2</sup> Mandatory requirements of the national legislation applicable to the data importer which do not go beyond what is necessary in a democratic society on the basis of one of the interests listed in Article 13(1) of Directive 95/46/EC, that is, if they constitute a necessary measure to safeguard national security, defence, public security, the prevention, investigation, detection and prosecution of criminal offences or of breaches of ethics for the regulated professions, an important economic or financial interest of the State or the protection of the data subject or the rights and freedoms of others, are not in contradiction with the standard contractual clauses. Some examples of such mandatory requirements which do not go beyond what is necessary in a democratic society are, *inter alia*, internationally recognised sanctions, tax-reporting requirements or anti-money-laundering reporting requirements.

- (a) to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (b) that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (c) that it has implemented the technical and organisational security measures specified in Appendix 2 before processing the personal data transferred;
- (d) that it will promptly notify the data exporter about:
  - (i) any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation,
  - (ii) any accidental or unauthorised access, and
  - (iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;
- (e) to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;
- (f) at the request of the data exporter to submit its data processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;
- (g) to make available to the data subject upon request a copy of the Clauses, or any existing contract for subprocessing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;
- (h) that, in the event of subprocessing, it has previously informed the data exporter and obtained its prior written consent;
- (i) that the processing services by the subprocessor will be carried out in accordance with Clause 11;
- (j) to send promptly a copy of any subprocessor agreement it concludes under the Clauses to the data exporter.

***Clause 6 Liability***

1. The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or subprocessor is entitled to receive compensation from the data exporter for the damage suffered.
2. If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his subprocessor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, in which case the data subject can enforce its rights against such entity.

The data importer may not rely on a breach by a subprocessor of its obligations in order to avoid its own liabilities.

3. If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the subprocessor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the subprocessor agrees that the data subject may issue a claim against the data subprocessor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the subprocessor shall be limited to its own processing operations under the Clauses.

#### ***Clause 7 Mediation and jurisdiction***

1. The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:
  - (a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;
  - (b) to refer the dispute to the courts in the Member State in which the data exporter is established.
2. The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

#### ***Clause 8 Cooperation with supervisory authorities***

1. The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.
2. The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any subprocessor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.
3. The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any subprocessor preventing the conduct of an audit of the data importer, or any subprocessor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5 (b).

#### ***Clause 9 Governing Law***

The Clauses shall be governed by the law of the Member State in which the data exporter is established,

#### ***Clause 10 Variation of the contract***

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clause.

#### ***Clause 11 Subprocessing***

1. The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the subprocessor which imposes the same obligations on the subprocessor as are imposed on the data importer under the Clauses<sup>3</sup>. Where the subprocessor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the subprocessor's obligations under such agreement.
2. The prior written contract between the data importer and the subprocessor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data

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<sup>3</sup> This requirement may be satisfied by the subprocessor co-signing the contract entered into between the data exporter and the data importer under this Decision.

importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.

3. The provisions relating to data protection aspects for subprocessing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established,
4. The data exporter shall keep a list of subprocessing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5 (j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

***Clause 12 Obligation after the termination of personal data processing services***

1. The parties agree that on the termination of the provision of data processing services, the data importer and the sub-processor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.
2. The data importer and the sub-processor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data processing facilities for an audit of the measures referred to in paragraph 1.

Signed for and on behalf of Vodafone Ireland Ltd:

DocuSigned by:  
*Grainne Ní Ghuidhir*

.....  
Grainne Ní Ghuidhir

Name: .....

Data Protection Officer

Position: .....

4/21/2020

Date: .....

Signed for and on behalf of Controller

.....

Name: .....

Position: .....

Date: .....

## **SCHEDULE 2**

### **DATA PROCESSING APPENDIX**

This Appendix, including any relevant attachment, describes the types of Personal Data, and the purposes for which that Personal Data may be Processed by the Processor for the purposes of the Agreement.

**The Processor is:**

Vodafone Ireland Limited, an electronic communications service provider of telecommunications network services and products, and manages personal and traffic data related to its customers' use of its communications network (both enterprise and consumer), and other customer information relating, but not limited to, customer care, customer management, customer insight and analysis, and marketing business functions.

**Special categories of data:**

No special categories of personal data as defined by Applicable Privacy Law shall be processed for the purposes of the Agreement.

**Personal Data Processing Activities**

PURPOSE OF THE PROCESSING	CATEGORIES AND ESTIMATED VOLUME OF PERSONAL DATA PROCESSED	DATA SUBJECTS	LOCATION OF THE PROCESSING	APPROVED SUB-PROCESSOR	RETENTION PERIOD FOR THE PERSONAL DATA
Remote management of mobile devices including: - usage monitoring, - viewing apps (not app content however) and - Remote lock and wipe for lost or stolen devices	General personal data: - Account Data - Authentication data - Location data - Data about the Device - Data from the Device	End user	Germany  1. Vodafone Group Services GmbH 2. Vodafone Group Services Limited  Ireland	Vodafone Group Services GmbH  Blackberry  Microsoft Azure	Duration of customer's contract/TBC
Containerisation - which allows the deletion of a specific folder rather than all info on device	General personal data: - Account Data - Authentication data - Location data - Data about the Device - Data from the Device	End user	Germany  1. Vodafone Group Services GmbH 2. Vodafone Group Services Limited  Ireland	Vodafone Group Services GmbH  Blackberry  Microsoft Azure	Duration of customer's contract/TBC
Customer service and technical support	General personal data: - Account Data - Authentication data - Location data	End user	Vodafone Shared Services Egypt	Vodafone Group Services GmbH  Blackberry	Duration of customer's contract/TBC

	<ul style="list-style-type: none"> <li>- Data about the Device</li> <li>- Data from the Device</li> </ul>			Microsoft Azure	
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**General description of the technical and organisational security measures referred to in Article 32(1) of the GDPR:**

Vodafone adheres to ISO 27001 which is the international standard that is recognised globally for managing risks to the security of information. Vodafone employees receive regular training on maintaining the security and confidentiality of our customer's personal data.

Our subprocessor Phonovation has Confidentiality, integrity, availability and resilience of processing systems and services. Appropriate level of security to avoid any accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to personal data transmitted, stored or otherwise processed and incident response procedures



**SCHEDULE 3**

**INFORMATION RELATED TO IDENTITY OF DATA PROTECTION OFFICER**

**Processor:**

- **Identity of the chief or principal data protection officer:**

Data Protection Officer  
Vodafone Ireland Ltd  
Mountainview  
Leopardstown  
Dublin 18  
[dataprotection.ie@vodafone.com](mailto:dataprotection.ie@vodafone.com)

**Controller:**

- **Identity of any data protection representative appointed and the location in which the representative is registered:**

[ ]

**SCHEDULE 4**

**Service**

**Name of Service provided to Controller:**

Blackberry