Verwerkersovereenkomst Voda Microsoft Intune (EMM)

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The undersigned:

(1) **VODAFONE LIBERTEL B.V.**, a private limited liability company, having its registered offices in Maastricht, the Netherlands, and also having its principal place of business at Avenue Céramique 300, 6221 KX, Maastricht, registered with the Chamber of Commerce under number 14052264, hereby legally represented by **John van Vianen**, hereinafter referred to as the **"Supplier"**;

and

(2)   ,   ,   , with its registered office in

                                        , the Netherlands, and also having its principal place of

business at   ,

registered with the Chamber of Commerce under number   , hereby

legally represented by   , hereinafter referred to

as the **"Client"**;

also referred to jointly hereinafter as the "**Parties**", and each individually as the "**Party**".

Considerations

- The Parties have entered into an agreement (the "Agreement") under which the Supplier provides services (the "**Services**") to the Client, as defined in **Appendix 1** to this Processing Agreement.
- In providing the Services to the Client, the Supplier may process Personal Data from time to time.
- In those cases in which the Supplier processes the Personal Data as the Processor on behalf of the Client (pursuant to Appendix 1 to this agreement), the Parties wish to enter into this Processing Agreement (the "Processing Agreement"), including its corresponding appendices, in order to record their mutual rights and obligations in connection with the processing of Personal Data.

Have agreed the following:

1. **Definitions en appendices**
   All words with capital letters in this Processing Agreement have the meaning attached to them in the General Data Protection Regulation (GDPR) (2016/679) unless this Processing Agreement expressly states otherwise.

2. **Subject**
   1. This Processing Agreement governs the Processing of Personal Data insofar as the Supplier acts as the Processor within the framework of the Agreement.
   2. The Supplier shall only act as the Processor for the provided services (the "**Relevant Services**"), which are described in Appendix 1 to this Processing Agreement.
   3. This Processing Agreement expressly does not govern the relationship between the Client and the Supplier, insofar as the Supplier for the services it provides under the Agreement acts as the Controller, unless the Parties have agreed otherwise in writing.

3. Appointment

1. The Client appoints the Supplier to Process the Personal Data insofar as this concerns the Relevant Services. The Processing, including the processing by the Supplier on behalf of the Client and the instructions to the Supplier by the Client in respect of this Processing, are described in Appendix 1 to this Processing Agreement. The Supplier, in performing this Processing in respect of the Relevant Services, acts on behalf and by order of the Client.

2. The Client shall have the sole responsibility for determining the objective and the resources for the Processing of Personal Data insofar as relevant to the Relevant Services.

3. The Client will make sure that, in respect of the Relevant Services:
   (i) it will comply with all Controller obligations under the relevant laws, regulations, rules and codes governing data protection and privacy with respect to practices that apply to the processing of Personal Data, including the Dutch Personal Data Protection Act and, as of 25 May 2018, the General Data Protection Regulation 2016/679, the "Applicable Legislation";
   (ii) the submission of Personal Data to the Supplier within the framework of the Relevant Services complies with the Applicable Legislation;
   (iii) it has a procedure in place to ensure that the rights of the Data Subjects whose Personal Data is being processed can be exercised;
   (iv) it will only instruct the Supplier to Process Personal Data that has been collected legally and validly, and will ensure that the use of such Personal Data is relevant and proportional.

4. The Client will indemnify the Supplier against claims of any Supervisory Authority, Data Subject or third party in connection with the Processing of Personal Data in relation to the Relevant Services, unless the Client proves that the claim has been exclusively caused and is the direct consequence of a violation of this Processing Agreement by the Supplier.

5. The Supplier acknowledges that in relation to the Relevant Services:
   (i) Personal Data will only be Processed on behalf of the Client and with due observance of the instructions of the Client, including with respect to the transfer of Personal Data to a third country or an international organisation, as agreed in this Processing Agreement, unless the Supplier, pursuant to a law to which the Supplier is subject to and insofar as it is legally permitted, informs the Client of its legal obligation prior to the processing; and
   (ii) all employees and third parties that have been employed by the Supplier, as well as the Sub-Processor that Processes Personal Data, have committed to Process all Personal Data confidentially; and
   (iii) it will provide reasonable cooperation and assistance to the Client in respect of the obligations of the Client in relation to the preparation of the data protection impact assessments and, where appropriate, will consult with the Supervising Authority; and
   (iv) it will provide reasonable cooperation and assistance by means of suitable technical and organisational measures towards the Client in respect of the obligations of the Client in relation to the applications by the Data Subjects with respect to access to, use, rectification, deletion, limitation, blocking or removal of the Personal Data.

6. The Supplier will only disclose Personal Data to a third party:
   (i) if such disclosure is required for the provision of the Relevant Services;
   (ii) if such disclosure is required by Applicable Legislation, a Supervising Authority or a court order;
   (iii) if it concerns a Sub-Processor as referred to in article 5 of this Processing Agreement;
   (iv) if the Client has given permission for such disclosure; and/or
   (v) in case of disclosure as a result of the Supplier providing services other than the Relevant Services.

7. The Supplier will notify the Client as soon as possible, and in any case within a reasonable term, after receipt of an audit, communication, request, complaint or order by the Supplier in relation to the Personal Data (a "**Request**") by:
(i) the Supervising Authority; or
(ii) any Data Subject in connection with access to, use, rectification, deletion, limitation, blocking or removal of Personal Data,
insofar as such requests relate to the Relevant Services (and not to other services offered by the Supplier) and insofar as disclosure is permitted by Applicable Legislation. The Supplier will, at the expense of the Client, provide the Client with all reasonable support to enable the Client to respond to the Request within the Applicable Legislation or regulatory terms in a timely manner.

4. Security

The Supplier will ensure that during the term of this Processing Agreement the technical and organisational security measures ("**Security Measures**"), as included in Appendix 1, will be implemented and maintained. The Client has read the Security Measures and confirms, by signing this Processing Agreement, that the Security Measures comply with the Applicable Legislation and have an adequate security level.

5. Infringement of personal data

The Supplier will, without unreasonable delay, notify the Client of any infringement of the Personal Data in relation to the Relevant Services via email to the person indicated in Appendix 1 to this Processing Agreement. The Supplier will provide reasonable cooperation and assistance to the Client in respect of the obligations of the Client in relation to the investigation into the infringements of the Personal Data and the notification thereof to the relevant Supervising Authority and the Data Subjects involved. It is the Client's obligation to report any infringement of the Personal Data in relation to the Relevant Services to the Supervising Authority and/or the Data Subjects involved.

6. Sub-processor

1. The Client hereby grants the Supplier general permission to involve third parties in the execution of the obligations under this Processing Agreement, to act on behalf of the Supplier and to transfer all or part of the Processing Activities to sub-processors (each a "**Sub-Processor**").
2. The Supplier will remain jointly and severally responsible for the compliance of the Sub-Processor in terms of the obligations under this Processing Agreement.
3. The Supplier will enter into an agreement with each Sub-Processor, in which Sub-Processor will guarantee a similar level of Personal Data protection to the level which has been agreed by the Parties in this Processing Agreement.
4. The Supplier will notify the Client of any intended material changes with respect to appointing or replacing a Sub-Processor in order to enable the Client to object to such changes. If the Client has reasonable objections to such changes, the Supplier will take these reasonable objections by the Client into account in its decision to continue or discontinue the intended material changes, appointment or replacement of the Sub-Processor.

7. **Processing of personal data outside the EEA**
   Insofar as is necessary for the efficient provision of the Relevant Services, the Client requests that the Supplier process the Personal Data of the Relevant Services outside the EEA or in a region that has not been appointed by the European commission but which does possess a validated adequate level of protection in accordance with the Applicable Legislation. In that case, the Supplier will take sufficient measures to ensure the lawful transfer of such data outside the EEA, in accordance with the Applicable Legislation (including chapter V of the Data Protection Regulation). The Client will provide all reasonable assistance as requested by the Supplier within the framework of the execution of the above-mentioned sufficient measures, including permission for the transfer from the Data Subjects, or entrance into standard data indemnification clauses as adopted by the European Commission.

8. **Commencement date and term**
   1. This Processing Agreement will commence on the date of signature and will end on the end date of the Agreement.
   2. Notwithstanding the provisions of the third paragraph of this article and the provisions of the Agreement, the Parties will agree that within a reasonable term after the end date of this Processing Agreement, the Supplier and any Sub-Processors, at the discretion of the Client, will return all Personal Data to the Client or will safely destroy it, and will provide proof that these measures have been taken.
   3. The Supplier shall not proceed to return or destroy the Personal Data or all copies thereof in accordance with the provisions of the second paragraph of this article, if:
   (i) the relevant EU or EU member state legislation prohibits the return or destruction of Personal Data;
   (ii) this Personal Data is required by the Supplier for the provision of services other than the Relevant Services (i.e. the part of the services for which the Supplier is the Controller); and/or
   (iii) the Personal Data is kept electronically by the Supplier in shared archives or backup systems in accordance with general archiving systems or the Supplier's backup policy.
   After the termination of this Processing Agreement, the terms and conditions of this Processing Agreement will continue to apply to the Personal Data as referred to in this paragraph. In the case of the provisions of sub (i), the Supplier will proceed to destroy or return the Personal Data as soon as this is legally permitted.

9. **Audit**
   1. The Client is entitled to appoint a third party for the performance of an audit once per calendar year, in order to check whether the Supplier complies with all the obligations under this Processing Agreement. The Supplier will provide its reasonable cooperation, as required for the performance of such audit. The Client will bear all costs and expenses of the audit and will reimburse the Supplier for all costs that the Supplier incurs within the framework of the audit, and will share with the Supplier all results of the audit.
   2. The Parties agree to treat the findings of the audit as confidential. The Client guarantees to the Supplier that any third party that has been appointed by the Client will be bound to the confidentiality obligations under this Processing Agreement and the Agreement.
   3. The Supplier is at all times entitled to remove from the audit report elements that are not required for the verification of Supplier's compliance with its obligations under this Processing Agreement.
   4. The Client will in good time submit to the Supplier a request for an audit. The Client will provide the Supplier with a detailed audit plan, describing the proposed scope, duration and start date of the audit, at least four (4) weeks prior to the proposed date of the audit. Prior approval of the Supplier is required for the actual performance of the audit.

5. The Supplier may deny the Client's request for the performance of an audit if the Supplier has reasonable objections, namely that:
   (i) the audit would entail security risks or would endanger the availability of the services to the Supplier's other clients;
   (ii) the performance of the audit would lead to a violation of applicable legislation and regulations, the GDPR in particular;
   (iii) the compliance by the Supplier with the obligations arising from the Processing Agreement can be verified by submission of evidence from independent third parties showing that the Supplier acts in conformity with Applicable Legislation as well as this Processing Agreement; and/or
   (iv) the performance of the audit would result in unreasonable consequences for the Supplier's business operations.
6. At the request of the Client, the Supplier will submit all reasonably required data to prove that the Supplier complies with the obligations of this Processing Agreement.
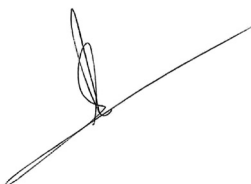
10. Liability

1. The provisions of the Agreement in relation to the liability of the Supplier will integrally apply in connection with the Processing of Personal Data under this Processing Agreement.
2. In addition to or in deviation from the provisions of the Agreement, the Supplier will under no circumstance be liable for indirect damage, non-material damage, consequential damage, fines, indirect loss, loss of profits, loss of savings, loss of goodwill, damage as a result of the interruption of the service provision by the Client, or damage in connection with or resulting from the Processing of Personal Data by the Supplier.

11. Other provisions

1. This Processing Agreement governs the Processing of Personal Data by the Supplier on behalf of the Client within the framework of the Relevant Services, and replaces all prior agreements, arrangements, negotiations and discussions by the Parties concerning this subject.
2. This Processing Agreement forms an integral part of the Agreement. If there is any inconsistency between the provisions of this Processing Agreement and the provisions of the Agreement, the provisions of the Processing Agreement shall prevail.
3. This Processing Agreement is governed by Dutch law. Any disputes arising from or in connection with this Processing Agreement will be settled in accordance with the choice of forum as provided for in the Agreement.

On behalf of Vodafone Libertel B.V.   On behalf of

                                                Signature

John van Vianen   Name:
Executive Director B2B   Title:
Amsterdam   City:

Appendix 1 - Personal data processing overview

This Appendix 1, including the underlying appendices, describes the types of Personal Data and the objectives for which this Personal Data can be Processed by the Supplier. This Appendix 1 also contains a description of the objectives for which Personal Data may be Processed, the term during which the Personal Data may be Processed, and the security demands that must be applied to the Processing of Personal Data

A.   **Parties**

This Processing Agreement is an appendix to the

(the "**Agreement**") dated   between the Client and the Supplier.

B.   **Instructions**
The Client has tasked the Supplier to Process the Personal Data exclusively insofar this concerns the provision of the Relevant Services, as described below in this Appendix 1.

The Relevant Services:
The processing of personal data that is necessary for and limited to the following services:
• Managed Mobility & Security-services, such as Vodafone Secure Device Manager (VSDM/Airwatch) and/or MobileIron and/or BlackBerry and/or Microsoft Intune and/or Lookout and/or Wandera and/or other Managed Mobility & Security-services

C.   **Personal data**
Data Subjects:
• Vodafone Customers (administrators)
• Customer employees (users)

D.   **Categories of Personal Data:**

First name/last name	Optional*
Email adress	Yes.
Adress	No
Gender	No
Age	No
Traffic data	Optional*
IP adress	Yes
Pasport details	No
Special preferences like health, sexual preference	No
Other personal data	Mobile number, location (optional*)

* Optional, depending on arrangements with client

Processing actions:
- Providing access for administrators of the business client for managing and/or securing management platforms of mobile devices for end users
- Create / manage / delete administrator (s).
- View and modify (user) settings as part of a support request by the Customer.

E.   Notifications in the event of infringement on the personal data
The contact person as registered upon entering into the agreement, and as known with our support organisation and in the systems.

F.   Security measures
In accordance with the obligations under the GDPR, we make every effort to maintain an adequate level of security for the processing of personal data, which, according to the latest technical developments, is sufficient to prevent unauthorised access to, and adaptation, disclosure or loss of personal data.

The services of VodafoneZiggo are certified according to ISO 9001 and ISO 27001.