



IBM United Kingdom Limited  
Registered in England: 741598  
Registered Office: PO Box 41,  
North Harbour, Portsmouth,  
PO6 3AU (hereinafter "IBM")



## Statement of Work

---

### IBM Managed Security Services

#### 1. Scope of Services

IBM Managed Security Services (called "Managed Security Services" or "Services") will be provided to the Services Recipient, based on the selected Services Descriptions specified in the applicable schedule (called "Schedule"). Such Services are designed to allow an organization to outsource the management of certain Internet security functions as further described in the applicable Services Descriptions.

Capitalized terms not defined in this Statement of Work ("SOW") are defined in the agreement specified in the Schedule ("Agreement").

#### 2. Definitions

**Managed Security Services** - a portfolio of IBM offerings that are listed and described at the following location: [http://www.ibm.com/services/us/iss/html/contracts\\_worldwide\\_landing.html](http://www.ibm.com/services/us/iss/html/contracts_worldwide_landing.html)

**Services Recipient** – any entity or individual receiving or using the Services, or the results or products of the Services.

#### 3. Services

##### 3.1 IBM Responsibilities

IBM's specific responsibilities are detailed in the individual Services Descriptions.

##### 3.2 Your Responsibilities

###### 3.2.1 Your Point of Contact Responsibilities

Prior to the start of the Services, you will designate a person ("your Point of Contact"), to whom all non-technical communications relative to the Services will be addressed and who will have the authority to act on your behalf for all matters described in this SOW. Your Point of Contact will:

- a. serve as the interface between IBM's project team and all of your departments participating in the Services;
- b. obtain and provide applicable information, data, consents, decisions and approvals as required by IBM to perform the Services, within two business days of IBM's request; and
- c. help resolve Services issues and escalate issues within your organization for resolution.

###### 3.2.2 Your General Responsibilities

IBM's performance is dependent upon your management and fulfillment of your responsibilities under this SOW and the Agreement, at no charge to IBM. You will:

- a. make appropriate personnel available to assist IBM in the performance of IBM's responsibilities;
- b. ensure that current maintenance and license agreements are in place with applicable vendors for those products and services upon which IBM is relying to provide the Services described herein. Such agreements must allow IBM to leverage existing support and maintenance contracts on your behalf;

- c. acquire and maintain IBM-defined levels of maintenance for all Products and any other hardware and software products which IBM manages for the Services Recipient. The service level agreements, specified in the Services Descriptions, will not apply for any period during which the IBM-defined levels of maintenance are not available or for any period during which IBM is unable to leverage existing support and maintenance contracts on your behalf (i.e., the vendor will not engage with IBM on your behalf). The Services Recipient may purchase such maintenance through its IBM Business Partner, IBM, or from third parties;
- d. agree that IBM may process the business contact information of your employees and contractors and information about you as a legal entity (contact information) in connection with IBM Products and Services or in furtherance of IBM's business relationship with you. This contact information can be stored, disclosed internally and processed by International Business Machines Corporation and its subsidiaries, Business Partners and subcontractors wherever they do business, solely for the purpose described above provided that these companies comply with applicable data privacy laws related to this processing. Where required by applicable law, you have notified and obtained the consent of the individuals whose contact information may be stored, disclosed internally and processed and will forward their requests to access, update, correct or delete their contact information to IBM who will then comply with those requests;
- e. obtain any necessary consents and take any other actions required by applicable laws, including, but not limited to, data privacy laws, prior to disclosing any of its employee information or other personal information or data to IBM. You also agree that with respect to data that is transferred or hosted outside of the United States, you are responsible for ensuring that all such data transmitted outside of the United States adheres to the laws and regulations governing such data;
- f. prior to making the facilities, software, hardware, networks or other similar resources available to IBM, promptly obtain any licenses or approvals necessary for IBM or its subcontractors to use, access and modify such resources to the extent necessary for IBM to perform the Services, including the development of any Materials. IBM will be relieved of its obligations to the extent your failure to promptly obtain such licenses or approvals adversely affects IBM's ability to perform its obligations. If a third party asserts a claim against IBM as a result of your failure to promptly obtain these licenses or approvals, you agree to reimburse IBM for any costs and damages that IBM may reasonably incur in connection with such claim;
- g. be responsible as sole Data Controller for complying with all applicable data protection or similar laws such as EU Directive 95/46/EC and laws implementing that Directive that regulate the Processing of any Personal Data and special categories of data that are provided by or through you to IBM as such terms are defined in that Directive. You are solely responsible for determining the purposes and means of processing your Personal Data by IBM under this SOW and the Agreement, including that such processing according to your instructions will not place IBM in breach of applicable data protection laws. Prior to processing, you will inform IBM about any special categories of data contained within your Personal Data and any restrictions or special requirements in the processing of such special categories of data, including any cross border transfer restrictions. You are responsible for ensuring that the Services as described in this SOW and the Agreement meet such restrictions or special requirements. You appoint IBM as data processor and IBM will follow your reasonable data processing instructions and only process your Personal Data in a manner which is reasonably necessary to provide the Services and only for that purpose. IBM will apply the security measures as set forth in this SOW and the Agreement or as notified to IBM in writing in advance. You are responsible for determining that these measures provide an appropriate level of protection. On termination or expiry of this SOW or the Agreement, IBM will destroy or return to you all your Personal Data. If you are, or your Data Controller is, required by applicable data protection laws to provide information about or access to your Personal Data to an individual or to the relevant authority, IBM will reasonably cooperate with you in providing such information or access; you agree that IBM may perform such processing as IBM reasonably considers necessary or appropriate to perform the Services, and you appoint IBM and, as appropriate, IBM subcontractors, each as a data processor according to these terms;
- h. agree that when IBM reasonably determines it is useful in its provision of the Services, IBM may transfer your data, including Personal Data, across a country border, to the entities and countries listed in this SOW or the Agreement or previously notified to you. Such transfer may be made to a country outside the European Economic Area (EEA) or to a country that has not been declared by the European Commission to provide an adequate level of data protection (a "Third Country")

provided that you have had an opportunity to obtain any mandatory approvals. IBM shall reasonably cooperate with you to meet its legal requirements, including mandatory legal approvals. On this basis you consent to the Services being provided by these entities in these countries and is solely responsible for determining that any transfer of your data, including Personal Data, across a country border under this SOW and the Agreement complies with the applicable data protection laws. If a transfer is to a Third Country, IBM collaboration may include the execution of one or more processing agreements that contain the EU standard contractual clauses for the transfer of personal data to data processors established in third countries in accordance with Decision 2010/87/EU or any European Commission approved replacement (a "Transfer Agreement"). IBM or IBM affiliates would be a Data Importer and you or your affiliates would be a Data Exporter as defined in a Transfer Agreement. Any disputes or liability arising from any Transfer Agreement, even if executed by affiliates of parties to this SOW and the Agreement, will be treated as if the dispute or liability arose between those parties under the terms of this SOW and the Agreement;

- i. be responsible for the identification and interpretation of any applicable laws, regulations, and statutes that affect the existing application systems, programs, or data to which IBM will have access during the Services. It is your responsibility to ensure that the systems, programs, and data meet the requirements of those laws, regulations and statutes;
- j. be responsible for the content of any database, the selection and implementation of controls on its access and use, backup and recovery, and the security of the stored data. This security will also include any procedures necessary to safeguard the integrity and security of software and data used in the Services from access by unauthorized personnel;
- k. acknowledge and agree that IBM does not provide legal services or represent or warrant that the services or products IBM provides or obtains on your behalf will ensure your compliance with any particular law, including but not limited to any law relating to safety, security or privacy; and
- l. be responsible for:
  - (1) obtaining those products (such as any required software or hardware) and services upon which IBM is relying to provide the Services;
  - (2) the physical installation and cabling of all hardware devices;
  - (3) providing and paying for Internet access service or telecommunications transport circuits; and
  - (4) your own network security policy and security violation response procedures.

### **3.2.3 Mutual Responsibilities**

Each of us will comply with applicable export and import laws and regulations, including those of the United States that prohibit or limit export for certain uses or to certain end users, and each of us will cooperate with the other by providing all necessary information to the other, as needed for compliance. Each of us will provide the other with advance written notice prior to providing the other party with access to data requiring an export license.

## **4. Economic Monetary Union**

The Services do not address the capability of the Services Recipient's systems to handle monetary data in the euro denomination. You acknowledge that you are responsible for assessing the Services Recipient's current systems and taking appropriate action to ensure that these systems are able to correctly process or properly exchange accurate monetary data in the euro denomination.