

DATA PROCESSOR ADDENDUM TO AGREEMENT

This Data Processor Addendum (“**Addendum**”) forms part of the Master Service Agreement (including any and all Service Schedules and Service Orders incorporate therein, as amended) or other written agreement (“**Agreement**”) between Zayo Group, LLC (“**Zayo**”) and the Zayo customer identified on the applicable Zayo ordering document for Zayo services (“**Customer**”). Other than as set forth in this Addendum, the Agreement remains unchanged and in full force and effect.

Background:

- (A) Pursuant to the Agreement, Zayo offers certain Services for or on behalf of Customer, some of which may include the processing by Zayo of Personal Data (defined below) of which Customer is a controller as further detailed in Annex A (the “**Relevant Services**”); and
- (B) In the course of the Agreement and Zayo’s provision, and Customer’s use, of the Relevant Services, the Parties agree to comply with the following provisions with respect to any Personal Data, each acting reasonably and in good faith.

The Parties agree as follows:

- 1. **Definitions and Interpretation.** The following terms used in this Addendum shall have the meanings set forth below. Any other capitalized term not defined herein shall have the meaning given to it in the Agreement.
 - 1.1 “**Customer Content**” means the data transmitted by Customer or its End Users by means of the Zayo Network.
 - 1.2 “**Data Protection Laws**” means the applicable data protection and privacy laws that govern the protection and processing of personal data in any relevant jurisdiction, and includes, where applicable, General Data Protection Regulation ((EU) 2016/679) (“**GDPR**”) and any other directly applicable European Union regulation relating to privacy and any applicable national legislation made under or otherwise adopted by member states of the EEA or Switzerland pursuant to specific rights or powers contained within the GDPR.
 - 1.3 “**Personal Data**” has the meaning given to that term at section 3 of Annex A of this Addendum.
 - 1.4 For the purposes of this Addendum, the terms “controller”, “data subject”, “processing” and “processor” shall have the meaning given to them in the Data Protection Laws.
 - 1.5 All references to Addendum, shall be deemed to include Annex A to this Addendum.

2. Customer Representations and Warranties.

Customer represents and warrants that, on execution of this Addendum and at all times during the term of the Agreement that it: (i) shall comply with its obligations under Data Protection Laws; (ii) has obtained or will obtain any consent or authorization required by the Data Protection Laws or other law necessary for Zayo to perform its duties pursuant to the Agreement; (iii) has notified Zayo of any limitation(s) in Customer’s notice of privacy practices, policies, or agreements, or any order or other limitation imposed on Customer, to the extent that such limitation may affect Zayo’s duties pursuant to the Agreement, and (iv) is responsible for all safeguards, controls and privacy compliance pertaining to Customer Content while utilizing Services including encrypting the Customer Content.

3. Relationship of the Parties

In relation to the Relevant Services, Customer is the controller and Zayo is the processor.

4. GDPR data processor provisions

4.1 Purpose Limitation

Zayo shall process Personal Data only to the extent necessary for the provision of the Relevant Services and in accordance with Annex A or as specifically articulated within a Service Schedule.

4.2 Data Transfers

Customer authorizes Zayo to transfer and process relevant Personal Data as outlined in Annex A. In addition,

Zayo, in accordance with Customer approved service architecture and design, will act on Customer instructions [negotiated in good faith] to ensure any data transfers to a country or territory located outside the European Economic Area are transferred to ensure compliance with Data Protection Laws.

4.3 Duty of Confidentiality

Zayo shall ensure that all personnel it authorizes to process Personal Data shall be obliged to keep the Personal Data confidential.

4.4 Security Requirements and Security Incidents

Taking into account the state of technological development, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Zayo shall implement and maintain appropriate technical, and organizational measures related to the Relevant Services, to protect against any suspected or actual unauthorized or unlawful processing of Personal Data and against accidental loss, alteration, misuse, disclosure or destruction of, or damage to, Personal Data (a “**Security Incident**”). On becoming aware of a Security Incident, Zayo shall inform Customer without undue delay.

4.5 Authorized Sub-processors

Zayo may use sub-processors to provide the Relevant Services. The class of sub-processors Zayo uses includes Zayo affiliates and third party subcontractors such as equipment (server) providers and database application providers. Customer hereby consents by way of a general written authorization to Zayo’s use of such class of sub-processors provided each sub-processor is (or will as soon as reasonably practicable be) governed by terms which offer at least the same level of protection of Customer’s Personal Data as this Addendum and which meet the requirements of Article 28(3) of the GDPR. Zayo shall not change such class of sub-processors without Customer’s prior written consent.

4.6 Cooperation and data subjects’ rights

Zayo shall assist the Customer, at Customer’s cost, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators.

4.7 Accountability and Audit Rights

Not more often than once in a calendar year and upon prior written Customer request, Zayo shall make available to Customer, subject to reasonable security procedures and applicable confidentiality restrictions, all reasonably requested information necessary to demonstrate compliance with Data Protection Laws with respect to the Personal Data.

4.8 Retention, Deletion and Return of Personal Data

Zayo shall not store or retain any Personal Data except as necessary to perform the Services.

ANNEX A DATA PROCESSING DETAILS

This Annex A defines the scope of Personal Data processed by Zayo in the performance of the Relevant Services and the scope of Zayo acting as a processor. For purposes of this Annex A and the Addendum, the term “**Relevant Services**” shall mean certain Cloud Services, only to the extent described below.

1. The nature and purpose of the processing.

Personal Data that Zayo stores as a Service on Zayo’s owned and operated infrastructure is processed as requested by the Customer.

2. The Categories of Data Subjects.

Customer submits Personal Data for storage, the extent and scope of which is determined and controlled by Customer in its sole discretion.

3. The type of Personal Data being processed.

Customer submits personal data (as defined in the GDPR) for storage, the extent of which is determined and controlled by Customer in its sole discretion (“**Personal Data**”).

4. The duration of the processing.

Personal Data is stored for the duration of Customer’s Service Order with Zayo for object-based storage Services.

5. Any transfers of the Personal Data outside of the EEA

Any transfer of Personal Data outside the EEA is done at the instruction of Customer.

6. A general description of Zayo’s technical and organizational security measures in place.

Applications are governed by Zayo’s IT Security policy. User access reviews are conducted quarterly. Compliance audits are conducted annually.