

# MAF InfoCom™

## Data Processing Addendum to MAF General Service Conditions

Version 1.1 November 2022



MAF InfoCom™

## **Article 1 Definitions**

In this Data Processing Addendum each of the following terms shall have the following meaning;

"MAF" means MAF InfoCom B.V. who is the Data Processor.

"Client" means the end-user or of the Services who is the Data Controller.

"Parties" means MAF and Client and/or Partner.

"Products and/or Services and/or Solutions" means MAF and/or MAF ICIMS and/or MAF ICIMS CC and/or MAF NMS and/or MAF UCR and/or MAF QMS and/or MAF LMS and Professional Services. Availability may vary by region, Client and Partner.

"Professional Services" means consulting services, installation services, configuration services, training services and technical support services provided by MAF that help Client identify and resolve issues affecting the Services.

"Terms and Conditions" any of the MAF Terms and Conditions related to any of the Products, Services or Solutions.

"Sub-processor" means other processors used by MAF to process Data, as described in Article 28 of the GDPR.

"Data" means any Client data and Personal Data processed by MAF in connection with the provision of the Products, Services and Solutions.

"Personal Data" means any information related to an identifiable person. An identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number or location data.

"Data Protection Requirements" means the GDPR, Local EU/EEA Data Protection Laws, and any applicable laws, regulations, and other legal requirements relating to (a) privacy and data security; and (b) the use, collection, retention, storage, security, disclosure, transfer, disposal, and other processing of any Personal Data.

"GDPR" means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation).

"Local EU/EEA Data Protection Laws" means any subordinate legislation and regulation implementing the GDPR.

"DPA" means this Data Processing Addendum.

"DPA Terms" means the terms in the DPA and any Products, Service or Solution specific terms that specifically supplement or modify the privacy and security terms in the DPA for a specific Products, Service or Solution (or feature of a Products, Service or Solution). In the event of any conflict or inconsistency between the DPA and such Products, Service or Solution specific terms, the Products, Service or Solution specific terms shall prevail as to the applicable Products, Service or Solution (or feature of Products, Service or Solution).

"MAF InfoCom Service Agreement" means the Agreement both parties enter into which defines the legal framework under which conditions Client purchases Products, Services and or Solutions from MAF.

"Trial" means a period in which the Client can test MAF Products, Services and Solutions to determine if it fits Client's needs.

"Security incident" means any unauthorized or unlawful processing, disclosure of, or access to, Data and/or any accidental or unlawful destruction of, loss of, alteration to, or corruption of Data, possible Data breach, Data breach, attempted Data breach.

## **Article 2 General**

- 2.1. The parties agree that this DPA sets forth their obligations with respect to the processing and security of Data, in connection with the Products, Solutions and Services. The DPA is incorporated by reference into the MAF General Service Conditions and other MAF Agreements. The parties also agree that, unless a separate Services Agreement exists, this DPA governs the processing and security of Data.
- 2.2. In the event of any conflict or inconsistency between the DPA Terms and any other terms in MAF terms and conditions and agreements, the DPA Terms shall prevail.
- 2.3. The provisions of the DPA Terms supersede any conflicting provisions of the MAF Privacy Statement that otherwise may apply to processing of Data as defined herein.
- 2.4. MAF makes the commitments in this DPA to all Clients with a MAF Service Agreement. These commitments are binding on MAF with regard to Client regardless of the Terms and Conditions that are otherwise applicable to any given Product, Service or Solution or any other agreement that references the Product, Services or Solution Terms.

- 2.5 When Client renews or purchases a new subscription to a Products, Service or Solution the then-current DPA Terms will apply and will not change during Client's subscription for that Product, Service or Solution.
- 2.6 When MAF introduces features or related Products, Services and Solutions that are new (i.e., that were not previously included with the Products, Services or Solutions), MAF may provide terms or make updates to the DPA that apply to Client's use of those new features or Products, Services and Solutions.
- 2.7 The DPA Terms apply to all Products, Services and Solutions offered by MAF except as described in this section.
- 2.8 For clarity, the DPA Terms apply only to the processing of Data in environments controlled by MAF and MAF's sub-processors. This includes data sent to MAF but does not include Data that remains on Client's premises or in any Client selected third party operating environments.
- 2.9 Terms and expressions used in DPA Terms and not defined in the MAF General Service Conditions have the meanings assigned to them in Data Protection Requirements.
- 2.10 With respect to the Parties' rights and obligations under the MAF General Service Conditions: Client is the Data Controller and MAF is the Data Processor.
- 2.11 The Data Protection Requirements require that Processing by a processor be governed by a contract that stipulates certain contractual obligations.
- 2.12 This DPA details the Parties' obligations on the protection of Data associated with the processing of Data on behalf of the Client as described in the MAF General Service Conditions entered into between the Parties.
- 2.13 The clauses in this DPA only apply to the extent that MAF is Processing Data on behalf of Client.
- 2.14 The MAF Service Agreement in place between MAF and the Client will be deemed to be amended by the insertion of the below clauses on the date of signature of this DPA (the "Effective Date").
- 2.15 Both Parties will comply with all applicable requirements of the Data Protection Requirements. DPA Terms are in addition to, and does not relieve, remove or replace, a Parties obligation under the Data Protection Legislation.
- 2.16 Client agrees to comply with its obligations under Data Protection Requirements and warrants that it has all necessary consents and notices in place in relation to its collection, processing, and provision of Data, to enable the lawful transfer of the Data to MAF in connection with, and for the duration of, the Services provided under the MAF General Service Conditions.

### Article 3 Subject and duration of processing

- 3.1 The subject matter will be Data of Client employees who engage with MAF for the provision of MAF Services. The processing is based on the MAF Service Agreement between MAF and Client.
- 3.2 The duration of the processing will be for the duration of the MAF InfoCom Service Agreement.

### Article 4 Purpose and data subjects of the data processing

- 4.1 The processing is of the following nature: collection, recording, organization, arrangement, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data.
- 4.2 MAF shall carry out the Processing of Data on behalf of and as instructed by Client in respect of the relevant Services and in accordance with the MAF Service Agreement.
- 4.3 Depending on the Services which Client acquires from MAF, MAF can undertake -but is not limited to- the processing of the following data: Name, division, department, phone number, email address, sip address, communication data, behavioral data.
- 4.4 Affected by the processing are Client employees.

### Article 5 Obligations of MAF

- 5.1 MAF shall process Data exclusively as agreed upon or as instructed by the Client, unless the MAF is legally obliged to carry out a specific processing. If such obligations exist for MAF then MAF shall notify the Client thereof prior to the processing unless the notification is prohibited by law. Furthermore MAF shall not use the Data provided for processing for any other purposes, in particular not for its own purposes.
- 5.2 MAF confirms that it is aware of the relevant general data protection regulations. It shall observe the principles of proper Data processing.
- 5.3 MAF undertakes to strictly maintain confidentiality during processing. Persons who may gain access to the Data are bound to confidentiality as described in the MAF InfoCom General Service Conditions and the in the MAF InfoCom Statement GDPR Technical and Organizational Measures.
- 5.4 MAF warrants that the persons employed by it for processing have been familiarized with the relevant provisions of data protection and this DPA prior to the start of processing. Corresponding training and awareness-raising measures shall be repeated on an appropriate regular basis as described in the "MAF InfoCom Statement GDPR Technical and Organizational Measures" MAF shall ensure that persons deployed for commissioned processing are appropriately instructed and monitored on an ongoing basis with regard to compliance with Data Protection Requirements.
- 5.5 In connection with the commissioned processing, MAF shall support the Client to the extent necessary in fulfilling its obligations under data protection law, in particular in creating and updating the list of processing activities, in carrying out the data protection impact assessment and any necessary consultation with the supervisory authority. The required information and documentation shall be kept available and provided to the Client without undue delay upon request.

- 5.6 If the Client is subject to inspection by supervisory authorities or other bodies or if data subjects assert rights against it, MAF undertakes to support the Client to the extent necessary, insofar as the processing under the Agreement is affected.
- 5.7 MAF may only provide information to third parties or the person concerned with the prior consent of the Client. MAF shall immediately forward any inquiries addressed directly to it to the Client.

**Article 6 Safety of processing**

- 6.1 The data security is described in “MAF InfoCom Statement GDPR Technical and Organizational Measures”

**Article 7 Rules for correction, restriction and deletion of data**

- 7.1. MAF shall only correct, delete or block Data processed within the scope of the order in accordance with the Service Agreement reached or in accordance with the Client’s instructions.

**Article 8 Subcontracting and third parties**

- 8.1. MAF may hire Sub-processors to provide services on its behalf. Client consents to this engagement. The above authorizations will constitute Client’s prior written consent to this subcontracting of the processing of Data if such consent is required under the Standard Contractual Clauses or the GDPR Terms.
- 8.2 MAF is responsible for its Sub-processors’ compliance with MAF’s obligations under this DPA. MAF makes available information about Sub-processors in the table below. When engaging any Sub-processor, MAF will ensure via a written contract that the Sub-processor may access and use Data only to deliver the services MAF has retained them to provide and is prohibited from using Data for any other purpose. MAF will ensure that Sub-processors are bound by written agreements that require them to provide at least the level of data protection required of MAF by this DPA, including the limitations on disclosure of Data. MAF agrees to oversee the Sub-processors to ensure that these contractual obligations are met.
- 8.3 From time to time, MAF may engage new Sub-processors. MAF will give Client and, as applicable, update the table below and provide Client with a mechanism to obtain notice of that update of any new Sub-processor.
- 8.4 If Client does not approve of a new Sub-processor then Client may terminate Service Agreement with MAF without penalty or termination fee by providing, before the end of the relevant notice period, written notice of termination.

Sub-processor Name	Sub-processor activity	Sub-processor location	Type of data processed by Sub-processor
Code Software	Identical as those of MAF	Romania	Identical as those of MAF

**Article 9 Rights and obligations of the Client**

- 9.1. Client alone is responsible for assessing the permissibility of the commissioned processing and for safeguarding the rights of data subjects.
- 9.2 Client is solely responsible for making an independent determination as to whether the GDPR Technical and Organizational Measures meet Client’s requirements, including any of its security obligations under applicable Data Protection Requirement.
- 9.3 Client acknowledges and agrees that (taking into account the state of the art, the costs of implementation, and the nature, scope, context and purposes of the processing of its Data as well as the risks to individuals) the security practices and policies implemented and maintained by MAF provide a level of security appropriate to the risk with respect to its Data.

**Article 10 Auditing Compliance**

- 10.1. To the extent Client’s audit requirements under the Data Protection Requirements cannot reasonably be satisfied through audit reports, documentation or compliance information MAF makes generally available to its Clients, MAF will promptly respond to Client’s additional audit instructions.
- 10.2 Before the commencement of an audit, Client and MAF will mutually agree upon the scope, timing, duration, control and evidence requirements, and fees for the audit, provided that this requirement to agree will not permit MAF to unreasonably delay performance of the audit.
- 10.3 To the extent needed to perform the audit, MAF will make the processing systems, facilities and supporting documentation relevant to the processing of Data by MAF and its Sub-processors available. Such an audit will be conducted by an independent, accredited third-party audit firm, without avoidable disruption to MAF’s business operations, with reasonable advance notice to MAF, and subject to reasonable confidentiality procedures and not more frequently than every 12 months. MAF shall be entitled to refuse inspections by third parties if they are in a competitive relationship with MAF or if there are similar weighty reasons.
- 10.4 Neither Client nor the auditor shall have access to any data from MAF’s other Clients or to MAF systems or facilities not involved in providing the applicable Solutions.
- 10.5 Client is responsible for all costs and fees related to such audit, including all reasonable costs and fees for any and all time MAF expends for any such audit, in addition to the rates for Services performed by MAF. If the audit report



- generated as a result of Client's audit includes any finding of material non-compliance, Client shall share such audit report with MAF and MAF shall promptly cure any material non-compliance.
- 10.6 Nothing in this section of the DPA varies or modifies the GDPR Terms or affects any supervisory authority's or data subject's rights under the Data Protection Requirements. MAF is an intended third-party beneficiary of this section.

**Article 11 Notification requirements**

- 11.1. MAF has protocols and measures in place to back-up encrypted Data and ensure that it can be recovered and maintained in the event of a Security incident.
- 11.2 In case of a Security incident MAF will promptly investigate and inform Client without any unreasonable delay with sufficient information under GDPR or other applicable data protection law or regulation and will keep Client informed of new developments and the measures that MAF has taken to limit and terminate the size of the Security incident and to prevent a similar incident in the future.
- 11.3 MAF shall make reasonable efforts to assist Client in fulfilling Client's obligation under GDPR or other applicable data protection law or regulation to notify the relevant supervisory authority and data subjects about such incident.
- 11.4 MAF's notification of a Security incident under this section is not an acknowledgement by MAF of any fault or liability with respect to the Security incident.
- 11.5 Notification of a Security incident will be delivered to Client by any means MAF selects, including via email. It is Client's sole responsibility to ensure contact details maintain accurate with MAF. Client is solely responsible for complying with its obligations under incident notification laws applicable to Client and fulfilling any third-party notification obligations related to any Data breach.
- 11.6 Client must notify MAF immediately about any possible misuse of its accounts or authentication credentials or any security incident related to the Products and Services.

**Article 12 Data retention and deletion**

- 12.1 All Data remains Clients. If Client terminates the Trial or Service Agreement, Client can retrieve all Data by exporting it from MAF Solutions. Client needs to do this before termination of the Service Agreement or end of the Trial, because MAF deletes all Data immediately after termination of the Service Agreement or end of the Trial, with exception of statutory retention periods.

**Article 13 Disputes & Applicable Law**

- 13.1 This Data Processing Agreement shall be governed by and construed in all respects in accordance with the Dutch law and both parties hereby agree to the exclusive jurisdiction of the court of Alkmaar in The Netherlands.
- 13.2 Before taking any court action, a Party must use best efforts to resolve any dispute through good faith negotiations.



## Who we are

Formed in 2000, MAF InfoCom™ is a leading innovative technology provider with over two decades experience delivering solutions for Unified Communications and Collaboration including Monitoring, Analytics, Reporting, Recording, Headset & Device Management and DID Management.

We serve tens of thousands customers around the globe, in a large variety of branches. We have installations in over 50 countries ranging from SME's to multi-national global enterprises. In Europe MAF InfoCom™ is the largest provider of UC reporting solutions.

With the market trend towards Unified Communications and Collaboration we expand our sales across the globe rapidly. Our solutions work with every major UC&C technology.

Our solutions are offered from the Cloud, On-Premises and Partner Hosted to enable our customers and partners to choose the best model for their needs.

### MAF ICIMS™

UC&C Monitoring Analytics & Reporting

### MAF ICIMS CC™

Live Wallboards, Real Time Agent Status

### MAF NMS™

Number Management System, DID Range Management

### MAF UCR™

Microsoft Teams Voice Recorder

### MAF LMS™

Microsoft Teams License Management System

### MAF QMS™

Microsoft Teams Call Queue Management System