



Circuit DPA

Circuit is produced by Unify and provided to End-customers by its reseller DuoCall Communications accredited by Unify for Circuit.

Circuit will allow the End-customer and its Circuit Users to store information inside Circuit. To the extent this information contains Personal Data, the End-customers and the Accredited Resellers may agree that this will be done by means of Commissioned Data Processing with Accredited Reseller collecting, storing and processing such Personal Data only on behalf of the Customer as the Controller.

For the sake of clarity, this agreement on Commissioned Data Processing (hereinafter "DPA") is only applicable in jurisdictions where such DPA is required by mandatory law.

This DPA between the Accredited Reseller and the Distributor puts the Accredited Reseller in the role of the Controller and the Distributor in the role of the Processor. Accredited Reseller's Distributor and Unify have closed a DPA with the Distributor as controller and Unify as processor.

This DPA applies to the Personal Data collected through the use of Circuit by Circuit Users of Controller's End-customers. This DPA specifies the obligations of the Parties that arise between Controller and Processor from the Agreement. It applies to all activities carried out by the Processor within the framework of the Agreement whereby the Processor's employees or third parties commissioned by the Processor might handle personal data of the Controller.

The DPA does not apply to any other online or offline Unify products, sites, or services. With respect to Circuit and Circuit only, this DPA prevails over any other existing data processing agreement or similar arrangement between Unify and the Customer that may already be in place for such other products, sites or services.

1. Definitions

In addition to the terms defined elsewhere in the Agreement, the following definitions apply:

1.1 "Personal Data" are individual elements of information concerning the personal or material circumstances of an identified or identifiable natural person.

1.2 "Commissioned Data Processing" means the storage, modification, transmission, blocking or deletion of Personal Data by the Processor acting on behalf of and following the Instructions of the Controller.

1.3 "Instruction" means a written order concerning a specific action with reference to Personal Data of relevance to data protection (for example, anonymization, blocking, deletion or making available) issued by the Processor. Instructions are specified in the Agreement and may be amended from time to time thereafter by the Controller if necessary, by means of separate, individual instructions. Instructions shall be given in writing and, where given orally, shall be confirmed by the Controller in writing (via letter or email) without undue delay.

2. Scope of Application and Responsibility; Relationship of this DPA to the Agreement

2.1 The Processor processes Personal Data only on behalf of the Controller.

2.2 The scope, type and purpose of the processing of Personal Data by the Processor are described in the Agreement and the Documentation, in particular the Product and Service Description (PSD).

2.3 The term of this Processing Agreement commences upon signature by both Parties or the commencement of the Agreement, whichever is earlier, and shall continue until the end of the term of the Agreement. Upon the expiry of the Agreement, this DPA shall terminate automatically together with the Agreement.

2.4 The following types or categories of Personal Data are generally collected, processed and used by the Processor:

- Personal Data about the Circuit Users you create, in particular their user name, password, email address, access rights;
- Personal Data derived from your Circuit User's use of Circuit, in particular the IP-address used by the Circuit User, the activity of the Circuit User within Circuit, the used bandwidth, storage space or CPU capacity, log-in/log-off times, all to the extent that such data was not anonymized in order to generate aggregated Usage Data,
- Personal Data that is present or placed by the Circuit User in User Content, such as Personal Data that is necessarily embedded in the content of the Conversations, e.g. in part of textual messages, documents, pictures, URLs and other User Content. To the extent the Processor also collects, processes and uses Personal Data that is required for the conclusion and the performance of the Agreement, such as name, postal and email address, telephone number, name of the organizations and its address, separate billing address if any, IP-address, payment data, such Personal Data is out of the scope of this DPA.

2.5 The following parties are affected by the handling of their Personal Data within the framework of this agreement:

- Individuals working for the Controller as employees and including board members as well as shareholders to the extent they are individuals;
- Individuals working as freelancers for the Controller;
- Individuals working for external service providers of the Controller;
- Conversational partners of the above-mentioned persons, and
- Other participants to whom the Controller has granted the right to access his Circuit Tenancy.

2.6 The Controller shall be solely responsible for compliance with the statutory data protection laws applicable to the products and services provided, or subscribed to, under the Agreement, especially for the legality of the transfer of Personal Data to the Processor and for the legality of the data processing. The Controller shall at all time be the "responsible body".

2.7 On the basis of this responsibility, the Controller may require the correction, deletion, blocking and making available of Personal Data both during the term of, and after the termination of, the Agreement. Section 4.5 sentence 2 of this DPA shall remain unaffected thereby. Controller hereby confirms and acknowledges that in the event Controller requests Processor to delete or block his Personal Data, this may render the provision of the provided or subscribed-to products or services impossible. The Processor shall notify the Controller of such consequence before the execution of such Instructions.

2.8 This DPA shall also apply to the inspection or maintenance of automated processes or of data processing systems performed via remote access, if it cannot be excluded that access to Personal Data is possible when performing these tasks.

3. Duties of the Processor

3.1 The Processor may collect, process or use Personal Data only within the framework of this DPA and the Instructions given by the Controller. Material changes to the object of data processing and changes to the procedures must be agreed jointly and must be documented.

While Processor will not refuse any legally compliant Instruction by Controller, Controller acknowledges and accepts that some Instructions may result in additional remuneration claims for Processor. Processor will inform Controller accordingly prior to executing the Instruction. At any time and without limiting Processor's claim to additional fees, Controller may waive this right to be informed in prior, e.g. in urgent cases.

3.2 The Processor shall structure Processor's internal organization in a manner that is compliant with the specific requirements of the applicable Data Protection Regulations for the protection of Personal Data. Processor shall take the appropriate technical and organizational measures to adequately protect Controller's Personal Data against misuse and loss in accordance with the applicable legal requirements in accordance with the Applicable Data Protection Laws.

3.3 The Processor shall provide the Controller with a summary of the technical and organizational measures, which is attached hereto as Annex 1. Controller understands that the technical and organizational measures are subject to technical progress and further development. In this respect, the Processor shall be permitted to use alternative, suitable measures.

3.4 Upon request, the Processor shall provide the Controller with information necessary for creating the processing description in accordance with Applicable Data Protection Laws.).

3.5 The Processor shall provide that the personnel it uses for processing the Controller's data are bound by legal obligations to maintain data secrecy, and that they are informed about other applicable provisions concerning the protection of Personal Data, in particular telecommunications secrecy. The obligation to maintain data secrecy continues to apply after termination of their work contract.

3.6 The Processor shall provide the contact details of the Processor's data protection officer (DPO) on the internet. As of the effective date of this DPA, the DPO's current contact details can be found on the Controllers website.

3.7 The Processor shall inform the Controller in the case of breaches of regulations that protect the Controller's Personal Data or of if Controller's Instructions or Instructions from persons employed by the Controller were not properly observed.

3.8 The Processor shall be entitled to make backup copies of the Personal Data insofar as they are required to ensure correct data processing, and may copy and retain Personal Data that is needed for Controller's compliance with its statutory document retention obligations.

3.9 Processor shall store and handle media provided to Processor, and all copies or reproductions thereof, with care so that they are not accessible by third parties. The Processor shall be obliged to provide for a destruction of test material and other material containing Personal Data that is to be discarded on in a manner compliant with the law only on the basis of an individual commission by the Controller and at the latter's expense.

3.10 The fulfilment of the above-mentioned duties shall be controlled by the Processor and shall be evidenced in a suitable manner within the framework of the Controller's standard audit process as per section 6 hereof.

3.11 The Processor shall inform the Controller if the Processor is of the opinion that an Instruction is in breach of applicable statutory data protection laws and thereby fulfil its duty to notify under the Applicable Data Protection Requirements as required. The Processor shall be entitled to suspend the implementation of the relevant Instruction until it has been confirmed or amended by the Controller.

4. Duties of the Controller

4.1 In respect of the Personal Data to be processed, the Controller and the Processor shall each be responsible for compliance with the data protection laws that are relevant to them. The Controller must inform the Processor if applicable laws, regulations or guidelines entail specific duties for handling Personal Data in a particular case.

4.2 The Controller shall inform the Processor promptly and comprehensively about any errors or irregularities related to statutory provisions on the Processing of Personal Data that it becomes aware of.

4.3 Where it is legally required to keep and maintain a public directory of processing descriptions, this obligation rests with the Controller.

4.4 The Controller shall be subject to any data breach notification duties resulting from Applicable Data Protection Requirements.

4.5 The Controller shall specify, contractually or by Instruction, the measures for the return of the media provided to Processor, and for the deletion of the Personal Data stored at the Processor after termination of this Processing Agreement. The Controller cannot demand the deletion of Personal Data stored with the Processor insofar as the Processor is required by statutory law to retain material that contains that Personal Data, e.g. any applicable data retention rules. Where Processor needs to retain Personal Data, it shall be blocked by the Processor until the applicable retention period has expired. In addition, Personal Data shall be blocked instead of deleting it, to the extent legally permitted under Applicable Data Protection Requirements, in particular, if the deletion is not reasonably feasible or only possible with disproportional cost due to the particular type of storage.

4.6 Any additional costs incurred after this DPA was terminated due to the making available or deletion of Personal Data shall be borne by the Controller.

4.7 The Controller must notify the Processor in due time about changes in legal regulations in the area of data protection that affect the contractual duties of Processor and may require that this DPA be amended. The Parties agree to bring about a mutually acceptable solution and to take into account the effects of this action on the agreed remuneration. The Processor may also submit proposals to Controller if Processor deems a certain change to be necessary in order to remain compliant with Applicable Law.

5. Inquiries received by the Controller from Individuals

5.1 Where the Controller is obliged under Applicable Law to provide information to an individual about the collection, processing or use of its Personal Data, the Processor shall provide reasonable assistance to the Controller in making this information available, provided that:

§ the Controller has requested the Processor in writing to do so, and

§ the Controller reimburses the Processor for the costs incurred as a result of such assistance.

5.2 Insofar as an individual contacts the Processor directly for the purpose of correction of information about, or deletion of, its Personal Data, the Processor shall forward such request to the Controller who shall then instruct the Processor immediately as to how to proceed.

6. Audit Rights

6.1 With regard to the Controller's duty pursuant to applicable Data Protection Requirements to audit the Processor prior to the commencement of the data processing, and again during the term of the DPA, the Processor shall provide that the Controller may audit the technical and organizational

measures undertaken by the Processor. For this purpose, and upon explicit request of the Controller, the Processor shall furnish evidence to the Controller regarding the implementation of the technical and organizational measures pursuant to the applicable Data Protection Requirements, by way of self-certification. Evidence for the implementation of such measures that do not relate exclusively to this specific DPA or the Agreement may also be furnished by submitting a current certificate, reports or extracts from reports by independent third parties, e.g. by certified public accountants, account auditors, the Processor's internal and/or external data protection officer(s), the Processor's IT security department, the Processor's internal and external data protection auditors, quality auditors, or by a suitable certificate issued after Processor's IT security or data protection were audited by a third party, e.g. in accordance with the German Federal Office for Information Security's (Bundesamt für Sicherheit in der Informationstechnik, BSI) "Grundschutz" standard.

6.2 The Processor shall, upon Controller's written request and within a reasonable period of time, provide Controller with all information necessary for such audit pursuant to section 6.1.

7. Subcontracting

7.1 The Controller agrees that the Processor may engage third parties for the provision of services contractually owned by the Processor.

7.2 If the Processor uses subcontractors who process the Controller's Personal Data, the Processor shall provide that such subcontractors are contractually obliged to comply with the applicable data protection laws. Upon written request of Controller, Processor shall inform Controller about the subcontractors engaged by Processor in connection with the Agreement who process Personal Data of the Controller as data processors of Processor.

7.3 In the event Personal Data may be transferred to, stored and processed in countries outside the EU, e.g. in the United States or any other country where Controller or Controller's Affiliates or subcontractors maintain facilities, Controller shall make the necessary contractual arrangements that are required under the EU Data Protection Regulations and the applicable local law (e.g. the German Federal Data Protection Act -Bundesdatenschutzgesetz, BDSG) for a legally compliant transfer, or processing, of Personal Data. If in order to achieve compliance with EU Data Protection Regulations it is required to enter into a direct contractual relationship between Controller and subcontractor, Processor shall coordinate with subcontractor and Controller to arrange for such direct contract to be closed, with this DPA serving as the benchmark.

8. Information Duties, Written Form Requirement

8.1 In the event Controller's Personal Data becomes subject to search and seizure, an attachment order, confiscation during bankruptcy or insolvency proceedings, or similar events or measures by third parties, Processor shall inform Controller without undue delay, if emitted by law.

8.2 The Processor shall, without undue delay, notify all parties pertinent in such action that Personal Data affected by their measures is the Controller's sole property and at the Controller's sole disposition, and that the Controller is the responsible body pursuant to Applicable Law.

8.3 Any changes and additions to this agreement and to any of its elements, including any assurances by the Processor, shall require a written agreement and an express indication that it is a change or addition to these conditions. This shall also apply to any waiver of this written form requirement.

8.4 Intentionally left blank

8.5 If any individual provision of the DPA is illegal, invalid, void, voidable or unenforceable, the remainder of the DPA will continue in full force and effect. The Parties shall agree upon an effective provision that, insofar as legally possible, most closely reflects what the Parties intended.

9. Applicable Law, court venue

9.1 If DPA executed in Germany The contractual relationship shall be governed by the substantive law of Germany without regard to its principles of conflicts of laws. The court venue shall be Munich, save where another court venue is mandatory required Applicable Laws.