Annex 1 – Service Description

1. **Service Description**

"**Cloud Services**" means the Mitel Secure Cloud, a hybrid cloud solution which allows customers to leverage connectivity with existing on-premises equipment and applications.

2. **Scope**

The DPA and all annexes apply to Mitel's Processing of Customer Personal Data for the provision of the Cloud Services to Customer.

Annex 2 – Details of Personal Data and Processing Activities

a.   <u>Categories of Personal Data</u>.

Data required to operate the Cloud Services which for clarity includes security and fraud prevention, auditing and service improvement such as:

- A.   first name, last name, phone number, job title, address, email address, photo, geographic location, username and password.
- B.   inbound and outbound call logs, email and text message communications, recorded calls and conferences, inbound and outbound faxes, voicemails, meeting information, chat histories, calendar data, personal contacts, birthdate, user-saved or stored content shared among users.
- C.   application client and device identifiers such as IP addresses, service set-up information, service configurations and settings, date, time and frequency of log-in and feature usage.
- D.   any other Personal Data as provided by the Customer/End User.

b.   <u>Frequency of the transfer</u>: as required.
c.   <u>Nature of the processing:</u> to provide the Cloud Services.
d.   <u>Categories of data subjects:</u> Customers and their end users.
e.   <u>Purpose of Processing</u>. Mitel will only process Customer Personal Data to provide, bill, optimize, improve, support, troubleshoot, and maintain the Cloud Services.
f.   <u>Duration of Processing</u>. Unless otherwise required by applicable law (or for billing related purposes), Mitel will only retain the Customer Personal Data as long as necessary for Mitel to provide the Cloud Services and will take reasonable steps to permanently delete the Customer Personal Data as soon as reasonably practicable upon termination of the Services.
g.   <u>List of Parties:</u>

Data exporter (Customer):
[Identity and contact details of the data exporter(s) and, where applicable, of its/their data protection officer and/or representative in the European Union]

Contact Name:
Position:
Email:
Role:

Data importer (Service Provider):
[Identity and contact details of the data importer(s), including any contact person with responsibility for data protection]

Contact Name: Matthieu Pere
Position: Group Data Protection Officer
Email: gdpr@mitel.com
Role: Processor

Annex 3 - Technical and Organizational Security Measures

Mitel will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Personal Data uploaded to the Cloud Services, as described in the Technical and Organizational Measures Documentation available at - https://www.mitel.com/legal/mitel-cloud-services-terms-and-conditions

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Annex 4 - Standard Contractual Clauses Details

1.   **UK Standard Contractual Clauses**.
     The UK Information Commissioner is the exclusive Supervisory Authority for the transfers of UK Personal Data under this Agreement. The UK SCCs shall be governed by the Laws of England and Wales and the parties submit to the exclusive jurisdiction of the English courts in relation to them.

   2.   **EU Standard Contractual Clauses**.
2.1   The parties select the following Standard Contractual Clause Module:

	Module One	(Controller to Controller)
☒	Module Two	(Controller to Processor)
☐	Module Three	(Processor to Processor)
	Module Four	(Processor to Controller)

2.2   For each module, where applicable, the parties agree that the following terms apply:
   (a) the Data Protection Commission of the country whose laws govern the SCCs pursuant to paragraph (c) below shall be the competent Supervisory Authority;
   (b) data subjects for whom Mitel processes Customer Personal Data are third-party beneficiaries under the applicable SCCs;
   (c) the SCCs shall be governed by the laws which governs the Agreement provided that such governing law are the laws of a member of the European Union and that it allows for third-party beneficiary rights. If neither of these conditions are satisfied, then the governing law shall be the laws of Germany; and
   (d) any dispute arising from the SCCs shall be resolved by the courts of the country whose laws govern the SCCs pursuant to paragraph (c) above.

2.3   **Supplementary Measures.**
   In order to maintain the protection of Personal Data granted in the European Economic Area ("EEA") and the UK, Mitel shall collaborate with Customer in the event of international data transfers from the EEA or from the UK to a third country which is not considered an Adequate Country under applicable Data Protection Laws. For the appropriate safeguards contained in the GDPR and UK GDPR Article 46 transfer tools to be effective, Mitel shall comply with the following supplementary measures -
   (a) Challenge law enforcement requests:
      i.   Mitel will take commercially reasonable efforts to challenge law enforcement requests for EU Customer Personal Data from governmental bodies, whether inside or outside the EEA, where the request conflicts with EU law, is overbroad, or where we otherwise have any appropriate grounds to do so; and
      ii. Mitel will take commercially reasonable efforts to challenge law enforcement requests for UK Customer Personal Data from governmental bodies, whether inside or outside the UK, where the request conflicts with UK law, is overbroad, or where we otherwise have any appropriate grounds to do so.
   (b) Disclose the minimum amount necessary: Notwithstanding sub (a) above, if Mitel is compelled by a valid and binding legal request to disclose Customer Personal Data, we will disclose only the minimum amount of Customer Personal Data necessary to satisfy the request.
   (c) Promptly notify the data exporter/subject of the request or order received from the public authorities of the third country, except were prohibited by law or by court order.

3. **China Standard Contractual Clauses (China SCCs)**
    To the extent that there is a transfer of Customer Personal Data protected and within the scope of the Chinese Data Protection Law to any country outside China, the parties shall sign the China SCCs (a current copy to be provided) separately and fulfil any necessary filing formalities, as applicable.

4. **Swiss Standard Contractual Clauses (Swiss SCCs)**
    To the extent Mitel processes Customer Personal Data that is protected by the Swiss Data Protection Laws, the EU SCCs will apply, with the following modifications:
    a. any references in the EU SCCs to "Directive 95/46/EC" or "Regulation (EU) 2016/679" shall be interpreted as references to the Swiss DPA;
    b. references to "EU", "Union", "Member State" and "Member State law" shall be interpreted as references to Switzerland and Swiss law, as the case may be; and
    c. references to the "competent supervisory authority" and "competent courts" shall be interpreted as references to the FDIPC and competent courts in Switzerland, unless the EU SCCs as implemented above cannot be used to lawfully transfer such Personal Data in compliance with the Swiss DPA, in which event the Swiss SCCs shall instead be incorporated by reference and form an integral part of this Addendum and shall apply to such transfers. Where this is the case, the relevant Annexes of the Swiss SCCs shall be populated using the information contained in Annex 1 and 2.

5. **Conflict.**
    To the extent there is any conflict between the Standard Contractual Clauses, and any other terms in this DPA, the provisions of the Standard Contractual Clauses will prevail.

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Annex 5 - Authorized Subprocessors

Internal Subcontractors	Location	Function
Mitel Networks (Bulgaria) EOOD	Bulgaria	Cloud Operation and Support Mitel Secure Cloud
Mitel Networks Romania S.R.L.	Romania	Support Services Level 3 Support Media Server
Mitel Networks Greece Single Member S.A.	Greece	Level 3 Support OSV / SBC / UC
Unify Holding UK 1 Limited	UK	Services Cloud
Unify Solucoes em Techologia da infomacao Ltda	Brazil	Level 3 Support Session Border Controller
External Subcontractors		
Oracle Corp. UK Limited	UK	IaaS
ASC Technologie AG	Germany	Voice Recording Cloud Provider

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