

This Data Processing Addendum (“**DPA**”) is made as from the Effective Date by and between 3CX DMCC and/or any other related company and/or affiliate of 3CX Group (“3CX”) and Customer (each a “**party**”, together the “**parties**”), pursuant to the Agreement for the provision of 3CX Services to the Customer. This DPA is incorporated by reference into the Agreement and sets out the terms that apply when Personal Data from the European Economic Area is processed by 3CX under the Agreement on behalf of the Customer. Other capitalised terms used but not defined in this DPA, have the same meanings as set out in the Agreement.

3CX Main establishment address:

3CX DMCC

Unit No. 501, Fortune Tower

Cluster C, Jumeirah Lakes Tower

Dubai

United Arab Emirates

1. Definitions

1.1 For the purposes of this DPA:

- (a) “**Agreement**” means the electronic agreement or end-user license agreement (EULA) between the Customer and 3CX for the provision of any 3CX services (“**Services**”) to the Customer.
- (b) “**Affiliate**” means an entity that directly or indirectly controls, is controlled by or is under common control with an entity.
- (c) “**Data Protection Laws**” means all data protection and privacy laws and regulations applicable to a party's processing of Personal Data under the Agreement, including but not limited to: (i) EU Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (“GDPR”); (ii) Directive 2002/58/EC concerning the processing of personal data and the protection of privacy in the electronic communications sector; (iii) applicable national implementations of (i) and (ii); and (iv) in respect of the United Kingdom (“UK”) any applicable national legislation that replaces or converts in domestic law the GDPR or any other law relating to data and privacy that applies in the UK.
- (d) “**EEA**” means the European Economic Area.
- (e) “**Controller**” shall mean the entity which, alone or jointly with others, determines the purposes and means of the processing of Personal Data;
- (f) “**Processor**” shall mean the entity which processes Personal Data on behalf of the Controller;
- (g) “**Personal Data**” means any information that relates to an identified or identifiable natural person (as defined in Art. 4 GDPR);
- (h) “**Security Incident**” means accidental or unlawful destruction, loss, alteration and unauthorised disclosure of and/or access to Personal Data;

- (i) “Standard Contractual Clauses” means the standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council issued by the Commission Implementing Decision (EU) 2021/914.

2. Applicability of DPA

2.1 Applicability of DPA. This DPA will apply only to the extent that 3CX processes Personal Data, originating from the EEA or UK on behalf of a Customer and/or a Customer Affiliate located in the EEA or UK.

3. Roles and responsibilities.

3.1 Parties’ Roles. If Data Protection Laws apply to either party's processing of Personal Data, the parties acknowledge and agree that with regard to the processing of Personal Data, Customer is the Controller and 3CX is a Processor acting on behalf of the Customer, as further described in the Agreement, and both parties shall comply with their obligations under the Data Protection Laws.

3.2 Purpose Limitation. 3CX shall process the Personal Data for the purposes described in **Annex A**, except where otherwise required by the applicable law.

3.3 Security. 3CX will maintain appropriate technical and organizational measures to safeguard the security of Personal Data. 3CX will maintain an information security and risk management program based on commercial best practices to preserve the confidentiality, integrity and accessibility of Personal Data with administrative, technical and physical measures conforming to generally recognised industry standards and practices. 3CX shall implement appropriate technical and organisational measures to protect the Personal Data from an accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access.

3.4. Updates to Security. Customer is responsible for reviewing the information made available by 3CX relating to data security and making an independent determination as to whether the Service meets Customer’s requirements and legal obligations under Data Protection Laws. Customer acknowledges that the Security are subject to technical progress and development and that 3CX may update or modify the Security from time to time, provided that such updates and modifications do not result in the degradation of the overall security of the Service provided to Customer.

3.5. Transferring Personal Data Outside of the EEA or UK: To the extent that 3CX processes (or causes to be processed) any Personal Data originating from the EEA or UK in a country that has not been designated by the European Commission as providing an adequate level of protection for Personal Data, such Personal Data shall have adequate protection (within the meaning of Data Protection Laws). To the extent that 3CX processes (or causes to be processed) any such Personal Data outside of the EEA or UK, it shall commit to apply a transfer mechanism in compliance with the Data Protection Laws such as, but not limited to, Standard Contractual Clauses (SCC). Sub-processors located outside of the EEA or UK are required to have a GDPR statement of their own.

3.6. Compliance: Customer, as Controller, shall be responsible for ensuring that:

- (a) it has complied, and will continue to comply, with all Data Protection Laws, including in any instructions it issued to 3CX under this Agreement and DPA; and
- (b) it has, and will continue to have, the right to transfer, or provide access to, the Personal Data to 3CX for processing in accordance with the terms of the Agreement and this DPA.

4. GDPR obligations

4.1 Applicability of Section: This Section 4 shall apply to the processing of Personal Data that is within the scope of the GDPR / that originates from the EEA or UK.

4.2 Confidentiality of processing. 3CX shall ensure that any person with the authorisation to process Personal Data, shall be subject to a duty of confidentiality (whether a contractual or statutory duty).

4.3 Sub-processors. The Customer agrees that 3CX may engage 3CX affiliates and third-party sub-processors (collectively, “**Sub-processors**”) to process the Personal Data on 3CX’s behalf. 3CX shall impose on such Sub-processors data protection terms that protect the Personal Data to the same standard provided for by this DPA and shall remain liable for any breach of the DPA caused by a Sub-processor. The Sub Processors engaged by 3CX are noted on the 3CX Sub-processor List and are available in Annex B.

4.4 Changes to Sub-processors. 3CX may add or make changes to the Sub-processors. If the Customer objects to the appointment of an additional Sub-processor, then the Customer will be entitled to suspend or terminate the affected 3CX service in accordance with the termination provisions of the Agreement.

4.5 Security Incidents. Upon becoming aware of a Security Incident, 3CX shall notify the Customer without undue delay at the contact information that the Customer has provided in the Customer Portal and shall provide such timely information as the Customer may reasonably require, including to enable the Customer to fulfil any data breach reporting obligations under Data Protection Laws.

4.6 Cooperation and data subjects’ rights. 3CX, taking into account the nature of the processing, shall provide reasonable assistance to the Customer insofar as this is possible, to enable the Customer to respond to requests from a data subject seeking to exercise their rights under the Data Protection Laws. In the event that such a request is made directly to 3CX, 3CX shall promptly inform data subject to contact the Customer of the same. It is the Customer’s sole responsibility to ensure that any administrator identified for the Customer’s 3CX account to manage and carry out data subject requests has appropriate authority to fulfil the data subject requests.

4.7 Data Protection Impact Assessments: 3CX, to the extent required by the Data Protection Laws, upon Customer’s request and at Customer’s expense, shall provide the Customer with reasonable assistance with data protection impact assessments or prior consultations with data protection authorities that the Customer is required to carry out under the Data Protection Laws.

4.8 Deletion or return of data: Upon termination or expiration of the Agreement, 3CX shall (at Customer’s election) delete or return to Customer all Personal Data (including copies) in its

possession or control, except that this requirement shall not apply to the extent 3CX is required by applicable law to retain some or all of the Personal Data, or to Personal Data it has archived on back-up systems, which Personal Data 3CX shall securely isolate, protect from any further processing and eventually delete in accordance with 3CX's deletion policies, except to the extent required by applicable law.

4.9 Audits / inspections: 3CX shall make available to the Customer all information necessary to demonstrate compliance with this DPA and allow for and contribute to audits, including inspections, conducted by the Customer or another auditor mandated by the Customer.

5. Miscellaneous

5.1 Except as amended by this DPA, the Agreement will remain in full force and effect.

5.2 If there is a conflict between the Agreement and this DPA, the terms of this DPA will control.

5.3 Any claims brought under this DPA shall be subject to the terms and conditions, including but not limited to, the exclusions and limitations set forth in the Agreement.

5.4 Any clarifications on this DPA or other enquiries relating to data protection shall be addressed to dpo@3cx.com

ANNEX A DETAILS OF THE PROCESSING

Nature and Purposes of Processing:

3CX is an open standards communications solution that offers complete Unified Communications, out of the box. Suitable for any business or industry, 3CX can accommodate your every need; from mobility and status to advanced contact center features and more, at a fraction of the cost.

3CX provides software, instance hosting, and cloud services.

Purposes of the Processing are:

- Accounts registration and management through the 3CX Customer Portal.
- Identification of the customer for ordering, licensing, and email communication.
- Identification of the Communications System administrator for email communication.
- Identification of the Communications System machine for licensing.
- Identification of the Communications System users for personalized experience in Video Conferencing.
- Issuance of 3CX academy certificates.
- Lead processing of end-users with free licenses for potential sales.
- Maintenance of hosted instances. Backups are being gathered from all hosted instances in an encrypted format solely for disaster recovery purposes and stored in Frankfurt, Germany.

Those backups contain the configuration of the system and the call history records but not voicemail and recording files.

- Review of usage data for general quality control, reporting and troubleshooting of the 3CX Services.
- Sending email notifications to Communications System users when the 3CX SMTP is used.
- Troubleshooting and assistance by 3CX staff.

Categories of Data Subjects:

Customer and End Users who use the Services, and any data subject who uses the 3CX Services at the request of and in connection with the business of the Customer.

Type(s) of Personal Data Processed:

The personal data transferred concerns the following categories of data for the data subjects:

- Identification information for Customer, contact information (address, telephone number, email address, fax number), company name.
- Identification information for each Extension of the 3CX Communications System as part of the Video Conferencing feature, including extension number, first and last names, email address, meeting friendly names in Click2Meet URL.
- Identification information for each Participant of a Video Conferencing including name, email address and IP address. Participant's telephone number will also be processed for those joining through the Video Conferencing Dial-In audio bridge.
- Any other personal data that the Customer or users choose to include in the content of the communications that are sent and received using the 3CX Services including but not limited to support bundles, logs, crash reports, through emails, tickets, calls or any other means.

The personal data transferred to 3CX for processing is determined and controlled by the Customer in its sole discretion. As such, 3CX has no control over the volume and sensitivity of personal data processed through its Services by the Customer or users.

Special Categories of Data:

3CX does not intentionally collect or process any special categories of data in the provision of its Services.

Duration of Processing:

The personal data will be processed for the term of the Agreement, or as otherwise required by law or agreed between the parties.

ANNEX B

LIST OF SUBPROCESSORS

3CX Group

3CX Ltd

3CX Development Ltd

3CX Licensing and User Management

Subprocessor/Service	Description
Alphabet, Inc. - Google Analytics	Marketing
Alphabet, Inc. - Google Cloud	Cloud Hosting Services
Alphabet, Inc. - Google GSuite	Mail provider
Alphabet, Inc. - Google OAuth	Login via email
Checkout.com, LLC	Shopping cart payment processor
Cloudflare, Inc.	CDN and Cloud Protection
Facebook, Inc - Pixel code	Marketing
Freshworks, Inc. - Freshdesk	Helpdesk provider of ticketing system
LinkedIn, Corp - Analytics	Marketing
Microsoft Corp. - Azure Cloud	Cloud Hosting Services
Microsoft Corp. - MS Online OAuth	Login via email
Microsoft Corp. - Power Bi	Reporting
OVH SAS	Cloud Hosting Services
Paypal Holdings, Inc - BrainTree	Shopping cart payment processor
Reddit, Inc - Analytics	Marketing
TeamViewer Germany GmbH	Helpdesk - Remote sessions with Support
Twilio, Inc. - Sendgrid	Mail provider

3CX Communications System

Subprocessor/Service	Description
Alphabet, Inc. - Google Cloud	Cloud Hosting Services
Alphabet, Inc. - Google FCM	Android client - Push notifications

Alphabet, Inc. - Google Firebase Crashlytics	Android client - Crash reports
Alphabet, Inc. - Google Marketplace	Communications System downloads
Amazon.com, Inc - Marketplace	Communications System downloads
Apple, Inc. - APNS	iOS client - Push notifications
DigitalOcean, LLC	Cloud Hosting Services
Microsoft Corp. - Azure Marketplace	Communications System downloads
OVH SAS	Cloud Hosting Services
Twilio, Inc. - Sendgrid	Mail provider

3CX Video Conferencing

Subprocessor/Service	Description
Alphabet, Inc. - Google Cloud	Cloud Hosting Services, User sync
Alphabet, Inc. - Youtube	Youtube streaming and playback features
Amazon.com, Inc. - AWS	Cloud Hosting Services
DigitalOcean, LLC	Cloud Hosting Services
Host Africa (Pty) Ltd	Cloud Hosting Services
The Constant Company, LLC - Vultr	Cloud Hosting Services

Please refer to the Video Conferencing Privacy Policy link shown on LaunchPad screen before joining a meeting, and later from Settings / Privacy for more information.

ANNEX C

STANDARD CONTRACTUAL CLAUSES

<https://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32021D0914>