

## Data Processing Addendum

1. This Data Processing Addendum (**DPA**) applies to the processing of Personal Data by MaxContact for any Agreements entered for MaxContact SaaS and related telecommunications services, as covered by MaxContact's [Standard Terms and Conditions](#) and executed Service Order with the Customer. The Customer shall be the party designated as such in the Service Order.
2. This Data Processing Addendum shall form part of the Agreement as defined in the Standard Terms and Conditions, and all defined terms in this DPA shall have the meaning given in the Standard Terms and Conditions unless otherwise specified in this DPA.
3. The following defined terms apply in this DPA:

**Data Protection Legislation:** all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended [and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications)].

**Controller, processor, personal data, sub-processor, data breach** shall have the meanings given in the Data Protection Legislation.

4. Both parties shall (and shall procure that any of their respective directors, officers, employees, permitted agents, licensees and contractors shall) comply with all applicable requirements of the Data Protection Legislation. This DPA is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.
5. The parties acknowledge that, in respect of personal data, the Customer is the controller and MaxContact is a processor acting on behalf of the Customer. The permitted processing of personal data under this DPA is as follows:

Subject Matter & Purpose	The provision of the Services as set out in the Agreement, in accordance with this DPA
<b>Nature</b>	<p>Personal data is processed by MaxContact through provision of the Service, including:</p> <ul style="list-style-type: none"> <li>• Collection of personal data from the Customer and its Authorised Users</li> <li>• Telecommunications administration, service management and recording of calls</li> <li>• Storage on MaxContact's (and its third party providers') servers</li> <li>• Structuring and filing in an organised database</li> <li>• Access, back up and retrieval of personal data</li> <li>• Such other processing activities as MaxContact is reasonably required to undertake in order to perform its obligations under the Agreement, in accordance with the Customer's instructions (including due to the Customer's use of the Service)</li> </ul>
<b>Duration</b>	The duration of the Agreement, plus 3 months.
<b>Types of Personal Data</b>	<ul style="list-style-type: none"> <li>• Login credentials and other personal and contact details for Authorised Users, including names, email addresses and passwords</li> <li>• Information relating to the data subject's work role, including job titles, unique IDs, locations, languages</li> <li>• Recordings of phone calls</li> <li>• Records of SMS, Whatsapp, and electronic communications via the Service</li> <li>• Such other types of Personal Data as the Customer or its Authorised Users may instruct MaxContact to process by their actions in the Software</li> </ul>

<b>Categories of Data Subject</b>	Authorised Users and other employees and personnel of the Customer and/or its Affiliates
<b>Sub-processors</b>	<p>The following Sub-processors are engaged by MaxContact and hereby authorised by the Customer. Any changes in Sub-processors will be notified to the Customer in advance.</p> <p>Microsoft Azure</p>

6. Without prejudice to the generality of paragraph 1, the Customer shall:
  - 6.1 ensure that it has all necessary and/or appropriate policies, consents (where required) and notices in place, has identified suitable lawful bases under the Data Protection Legislation or such other requirements under data protection laws in the territory of the Customer, and has taken such other measures as it is required to under the Data Protection Legislation, to enable the lawful transfer of personal data, by the Customer and its Affiliates, to MaxContact for the duration and purposes of this DPA;
  - 6.2 ensure that all Personal Data transferred to MaxContact pursuant to this DPA is accurate and up-to-date;
  - 6.3 not instruct MaxContact to undertake any processing activity that does not comply with the Data Protection Legislation;
  - 6.4 not knowingly or negligently do or omit to do anything which places MaxContact in breach of its obligations under the Data Protection Legislation; and
  - 6.5 ensure all Affiliates comply with the requirements placed on the Customer under this DPA.
7. MaxContact shall only process Personal Data in accordance with the written instructions of the Customer (including the provisions of this DPA) unless required to do so by law. Where MaxContact intends to rely on a requirement of law as the basis for processing the Personal Data, MaxContact shall promptly notify the Customer of this before performing the required processing unless the requirement of law relied upon prohibits MaxContact from so notifying the Customer.
8. MaxContact shall not engage any third party to process Personal Data on its behalf (a **Sub-Processor**), without prior specific or general written authorisation from the Customer (unless otherwise authorised under this DPA).
9. If the Customer gives prior specific or general written authorisation for MaxContact to use a Sub-Processor, the following shall apply:
  - 9.1 MaxContact will notify the Customer of any changes to Sub-Processors made under prior general written authorisation and must allow the Customer a reasonable time to object to those changes;
  - 9.2 MaxContact will ensure that the processing of personal data by any Sub-Processor is subject to terms substantially similar to, and no less restrictive than, the terms of this DPA; and
  - 9.3 MaxContact shall remain fully liable, on the terms of this DPA and the Agreement, to the Customer for any acts or omissions of the Sub-Processor.
10. MaxContact shall not transfer personal data outside of the UK (or the European Economic Area for as long as it has an adequacy decision from the UK Government) unless it has obtained the prior written consent of the Customer and:
  - 10.1 the Customer or MaxContact has provided appropriate safeguards in relation to the transfer;

- 10.2 the data subject has enforceable rights and effective legal remedies; and
- 10.3 MaxContact complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred.
- 11. MaxContact shall put in place appropriate technical and organisational measures (having regard to the state of the art and technological development, the costs of implementation (where applicable) 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) to:
  - 11.1 ensure a level of security of personal data appropriate to the risk, and in particular to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, the personal data; and
  - 11.2 enable and assist the Customer to meet its obligations to data subjects, including but not limited to:
    - 11.2.1 rectification or erasure of personal data;
    - 11.2.2 restriction of processing of personal data;
    - 11.2.3 data portability; and
    - 11.2.4 prompt response to subject access requests.
- 12. MaxContact shall obtain a commitment of confidentiality from anyone it allows to process the Personal Data, including but not limited to:
  - 12.1 MaxContact's employees, agents, officers and affiliates;
  - 12.2 agency or temporary workers; and
  - 12.3 processors or sub-processors.
- 13. MaxContact shall assist the Customer, so far as possible and taking into account the nature of the processing under this DPA and the information available to MaxContact, in meeting the Customer's obligations under the Data Protection Legislation, including but not limited to:
  - 13.1 the obligation to keep personal data secure;
  - 13.2 the obligation to notify personal data breaches to the supervisory authority;
  - 13.3 the obligation to advise data subjects where there has been a personal data breach;
  - 13.4 the obligation to carry out data protection impact assessments; and
  - 13.5 the obligation to consult with the supervisory authority where a data protection impact assessment indicates an unmitigated high risk to the processing activities under this DPA.
- 14. MaxContact shall:
  - 14.1 maintain a record of its processing activities in accordance with the requirements of the Data Protection Legislation and retain all other information required to demonstrate that MaxContact has met its obligations under the Data Protection Legislation and under this DPA;
  - 14.2 submit and contribute to reasonable audits and inspections carried out by the Customer or a third-party appointed by the Customer to carry out such audits or inspections (provided that such audits shall occur no more frequently than once in each calendar year). The Customer shall endeavour to provide reasonable written notice of the date of inspections or audits;

- 14.3 inform the Customer immediately if MaxContact believes or suspects that it has been given an instruction that does not comply with the Data Protection Legislation; and
  - 14.4 notify the Customer immediately if MaxContact becomes aware of or reasonably suspects a personal data breach.
15. MaxContact shall ensure it has implemented an ISMS (Information Security Management System) to ensure that the Customers Data is protected. This ISMS is ISO 27001 accredited and externally audited by BSI, the certificate number is IS 695173.
16. Each party (the **first party**) shall indemnify the other party (to the fullest extent permitted by law), but subject to any limits on liability set out in the Agreement, against any claim, loss, damage, expense or fine incurred by the other party arising under or in connection with the Data Protection Legislation and caused by any action or omission of the first party or its Affiliates (or its directors, officers, employees, permitted agents, licensees and contractors) unless such action or omission is specifically requested by the other party.