



MASTER WiZR  
**Data Processing  
Agreement**

# MASTER WiZR

## Global Data Processing Agreement

This Data Processing Agreement, including its Exhibits ("**Addendum**"), forms part of the Master Subscription Agreement, Terms of Service, Terms of Use, or any other agreement about the delivery of the contracted services (the "**Agreement**") between MASTER WiZR ("**MASTER WiZR**") and the Customer named in such, Agreement or identified below to reflect the parties' Agreement about the Processing of Customer Personal Data (as those terms are defined below).

In the event of a conflict between the terms and conditions of this Addendum, or the Agreement, an Order Form, or any other documentation, the terms and conditions of this Addendum shall prevail concerning the subject matter of Processing of Customer Personal Data.

All bolded terms not defined herein shall have the meaning set forth in the Agreement.

### 1. DEFINITIONS

**1.1 "Affiliate"** means, with respect to a party, any entity that directly or indirectly controls, is controlled by or is under common control with that party.

**1.2 "Anonymized Data"** means, having regard to the guidance published by the European Data Protection Board, Personal Data that does not relate to an identified or identifiable natural person or is rendered anonymous in such a manner that the data subject is not or no longer identifiable.

**1.3 "Applicable Data Protection Law"** means any applicable legislative or regulatory regime enacted by a recognized government or governmental or administrative entity with the purpose of protecting the privacy, rights of natural persons or households consisting of natural persons, in particular, the General Data Protection,

**1.4 "Authorized Sub-processor"** means a sub-processor engaged by MASTER WiZR to Process Customer Personal Data on behalf of the Customer per the Customer's Instructions.

**1.5 "Controller"** means the entity that determines as a legal person alone or jointly with others the purposes and means of the processing of Personal Data.

**1.6 "Customer Personal Data"** means the Personal Data, including but not limited to:

- (a) Content Data: All text, sound, video, or image files that are part of the profile and End User information
- (b) Account Data (name, screen name, and email address);
- (c) Support Data (as defined in Annex I to the Standard Contractual Clauses);
- (d) Website access Data (including cookies); and
- (e) Diagnostic Data including but not limited to: Data from applications (including browsers) installed on End User devices ("**Telemetry Data**") and MASTER WiZR internal security logs.

**1.7 "Data Subject"** means the identified or identifiable person to whom Personal Data relates.

**1.8 "Legitimate Business Purposes"** means the exhaustive list of specific purposes for which MASTER WiZR is allowed to process some personal data as Controller as specified in Section 2.4.

**1.9 "Personal Data"** means any information such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

**1.10 "Processor"** means the entity that processes personal data on behalf of the Controller.

**1.11 "Personal Data Breach"** means a breach of security that results in the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Customer Personal Data Processed by MASTER WiZR or MASTER WiZR's Authorized Sub-processor.

**1.12 "Process" or "Processing"** means any operation or set of operations that are performed upon sets of Personal Data, whether or not by automatic means, such as collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction.

**1.13 "Services"** means the MASTER WiZR Services as set forth in the Agreement or associated MASTER WiZR order form.

**1.14 "Standard Contractual Clauses"** means:

(i) where the GDPR applies the contractual clauses annexed to the European Commission's Implementing Decision 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries

(ii) where the UK GDPR applies, the applicable standard data protection clauses adopted pursuant to Article 46(2)(c) or (d) of the UK GDPR (the "UK SCCs"); and (iii) where the Swiss DPA applies the applicable standard data protection clauses issued, approved, or otherwise recognized by the Swiss Federal Data Protection and Information Commissioner ("FDPIC") (the "Swiss SCCs").

**1.15 "Supervisory Authority"** means an independent public authority responsible for monitoring the application of Applicable Data Protection Law.

## **2. PROCESSING OF PERSONAL DATA: ROLES, SCOPE, AND RESPONSIBILITY**

**2.1** The Parties acknowledge and agree to the following: Customer is the Controller of Customer Personal Data. MASTER WiZR is the Processor of Customer Personal Data, except where MASTER WiZR or affiliate acts as a Controller processing Customer Personal Data in accordance with the exhaustive list of Legitimate Business Purposes in Section 2.4.

**2.2** Customer as Controller instructs MASTER WiZR to perform the following activities as Processor on behalf of Customer:

- (a) Provide an update on the Services as licensed, configured, and used by the Customer and its users;
- (b) Secure and real-time monitor the Services;
- (c) Resolve issues, bugs, and errors;

- (d) Provide Customer requested support while maintaining anonymity
- (e) Process Customer Personal Data as set out in the Agreement and Annex to the Standard Contractual Clauses

**2.3 MASTER WiZR** shall immediately notify the Customer, if, in MASTER WiZR's opinion, an Instruction of the Customer infringes Applicable Data Protection Law and request that Customer withdraw, amend, or confirm the relevant Instruction prior to which the instruction is suspended.

**2.4 MASTER WiZR** may process some Customer Personal Data for its own Legitimate Business Purposes as an independent Controller in the case of:

(a) Directly identifiable data (name, screen name, profile picture, email address, and all Customer Content Data directly connected to such directly identifiable data) may be Processed for:

- (i) billing, account, and Customer relationship management;
- (ii) complying with and resolving legal obligations
- (iii) abuse detection, prevention, and protection (such as automatic scanning for matches with identifiers of known Child Sexual Abuse Material ("CSAM"), virus scanning, and scanning to detect violations of terms of Service (such as copyright infringement, SPAM, and actions not permitted under MASTER WiZR's Community Standards (also known as an acceptable use policy));

(b) Pseudonymized and/or aggregated data for:

- (i) improving and optimizing the performance and core functionalities of accessibility, privacy, Security, and the I.T. infrastructure efficiency of the Services, including MASTER WiZR., explore. MASTER WiZR., and support. MASTER WiZR;
- (ii) internal reporting, financial reporting, revenue planning, capacity planning, and forecast modeling (including product strategy);
- (iii) receiving and using Feedback for MASTER WiZR's overall service improvement; and when acting as an independent Controller, MASTER WiZR will not process Customer Personal Data for any purposes other than the above list of Legitimate Business Purposes.

**2.5** Except for MASTER WiZR's free Service, MASTER WiZR will not Process Customer Personal Data for advertising purposes except where such processing is necessary;

- (i) to comply with Customer's instructions or
- (ii), only for the purposes of reporting, planning, modeling and analytics.

**2.6 MASTER WiZR** shall not ask for consent from End Users for new types of data processing, nor process Customer Personal Data for any "further" or "compatible" purposes.

**2.7** With regard to content scanning for Child Sexual Abuse Material ("CSAM") and reporting 'hits' to The National Center for Missing & Exploited Children ("NCMEC"), MASTER WiZR shall comply with applicable regulatory guidance from the European Data Protection Board ("EDPB"). MASTER WiZR will immediately suspend the account of the End User and will notify them thereafter.

**2.8 MASTER WiZR** will publish centrally accessible, exhaustive, and comprehensible documentation about the types of Customer Personal Data it collects, in particular the Diagnostic Data. For dynamic types of data processing, MASTER WiZR will regularly update the list.

**2.9** Regardless of its role as Processor or Controller, MASTER WiZR shall process all Customer Personal Data in compliance with Applicable Data Protection Laws, the "Security Measures" referenced in Section 6 of this Addendum, and Annex I to the Standard Contractual Clauses. MASTER WiZR will follow European Data Protection Board guidance on completing a data transfer impact assessment ("**DTIA**") and maintaining an up-to-date DTIA applicable to the Services.

**2.10** Customer shall ensure that its Instructions to MASTER WiZR comply with all laws, rules, and regulations applicable to Customer Personal Data and that the Processing of Customer Personal Data per Customer's instructions will not cause MASTER WiZR to be in breach of Applicable Data Protection Law. The Customer is solely responsible for the accuracy, quality, and legality of

- (i) the Customer Personal Data provided to MASTER WiZR;
- (ii) acquisition of Customer Personal Data; and
- (iii) the Instructions it provides to MASTER WiZR regarding the Processing of such Customer Personal Data.

**2.11 MASTER WiZR** shall either enable Customer to delete some of Customer's Personal Data (for example, a User's personal data) or all of Customer's Personal Data, shall return to Customer the specified Customer Personal Data, or shall delete the specified Customer Personal Data, and any existing copies in compliance with its data retention and deletion policy.

### **3. PRIVACIES BY DESIGN AND BY DEFAULT**

**3.1 MASTER WiZR** will comply with the privacy by design and data minimization principles from the GDPR.

**3.2 MASTER WiZR** agrees to minimize Processing to the extent strictly necessary to provide the Services. This includes minimization of Telemetry Data, Support Data and feedback functionality, minimization of data retention periods, collection of pseudonymized identifiers, when necessary, but immediate effective (irreversible) anonymization when the Service can be performed without Personal Data, offer end to end encryption when technically feasible, and the implementation and control of strict access controls to the Customer's Personal Data.

**3.3 MASTER WiZR** shall implement policies whereby when MASTER WiZR collects new types of Diagnostic Data supervised by a privacy officer. MASTER WiZR will perform regular checks on the contents of collected Telemetry Data to verify that neither directly identifying data are collected nor Customer Content Data.

**3.4 MASTER WiZR** shall ensure that only those cookies which are strictly necessary shall be set by default for European Enterprise and Education.

**3.5** When MASTER WiZR plans to introduce new features or related software and services ("New Service"), which will result in new types of data processing (i.e., new personal data and/or new purposes); MASTER WiZR will:

- (a) Perform a data protection impact assessment.
- (b) Determine if the new types of data processing following a New Service are allowed within the scope of this Addendum.
- (c) Ensure that the new data processing only occurs with the necessary Customer permissions.

#### **4 AUTHORIZED PERSONS**

**4.1 MASTER WiZR** shall ensure that all persons authorized to Process Customer Personal Data and Customer Content maintain confidentiality.

#### **5 AUTHORIZED SUB-PROCESSORS**

To the extent that MASTER WiZR is a Processor:

**5.1** The Customer generally authorizes MASTER WiZR to engage sub-processors in accordance with this Section 5.

**5.2** Customer approves the Authorized Sub-processors listed at <https://masterwizr.com/privacy>

**5.3 MASTER WiZR** may remove, replace, or appoint suitable and reliable further sub-processors in accordance with this

##### **Section 5.3:**

(a) MASTER WiZR shall at least thirty (30) business days before the new sub-processor starts processing any Customer Personal Data notify the Customer of the intended engagement.

(b) In an emergency concerning Service availability or Security, MASTER WiZR is not required to provide prior notification to the Customer but shall provide notification within seven (7) business days following the change

in sub-processor.

In either case, the Customer may object to such an engagement in writing within fifteen (15) business days of receipt of the aforementioned notice by MASTER WiZR.

**5.4** If the Customer objects to the engagement of a new sub-processor, MASTER WiZR shall have the right to cure the objection through:

(a) Canceling plans to use the sub-processor regarding Customer Personal Data.

(b) MASTER WiZR will take the corrective steps requested by the Customer in their objection.

(c) MASTER WiZR may cease to provide or Customer may agree not to use (temporarily or permanently) the particular aspect of the Service that would involve the use of such sub-processor with regard to their Personal Data.

**5.5** MASTER WiZR shall ensure that Authorized Sub-processors maintain confidentiality.

**5.6** MASTER WiZR shall, by way of contract or other legal act, impose on the Authorized Sub-processor the equivalent data protection obligations as set out in this Addendum and detailed in the GDPR. The Parties acknowledge and agree that notice periods shall be deemed equivalent regardless of disparate notification periods. If personal data are transferred to an Authorized Sub-processor in a third country, MASTER WiZR will ensure the transferred data are processed with the same GDPR transfer guarantees as agreed with the Customer (such as Standard Contractual Clauses and BCRs).

**5.7** MASTER WiZR shall be fully liable to Customer where that Authorized Sub-processor fails to fulfill its data protection obligations for the performance of that Authorized Sub-processor's obligations to the same extent that MASTER WiZR would itself be liable under this Addendum had it conducted such acts or omissions?

## **6 SECURITIES OF PERSONAL DATA**

**6.1** MASTER WiZR may not update the Services in a way that would remove the Customer's choice to apply end to end encryption to Meetings, introduce any functionality that would purposefully allow anyone not authorized by the Customer to gain access to Customer encryption keys or Customer content, or remove the ability to store recordings locally.

**6.2** MASTER WiZR certifies that it has not purposefully created any "back doors" or similar programming in the Services that could be used by third parties to access the system and/or personal data.

**6.3** MASTER WiZR, shall maintain appropriate technical and organizational measures with regard to Customer Personal Data and ensure a level of security appropriate to the risk, including, but not limited to, the "**Security Measures**" set out in Annex II to the Standard Contractual Clauses (attached here as EXHIBIT B).

The Customer acknowledges that the Security Measures are subject to technical progress and development and that MASTER WiZR may update or modify the Security Measures from time to time.

## **7 INTERNATIONAL TRANSFERS OF PERSONAL DATA**

**7.1** MASTER WiZR may not update the Services in a way that would remove the Customer's ability to choose to store certain Personal Data at rest within the European Economic Area ("**EEA**").

**7.2** Customer acknowledges and agrees that MASTER WiZR may transfer and process Customer Personal Data to and in the United States. MASTER WiZR may transfer Customer Personal Data to third countries (including that outside of the EEA without an adequacy statement



from the European Commission) to Affiliates, its professional advisors, or its Authorized Sub-processors when a MASTER WiZR User knowingly connects to data processing operations supporting the Services from such.

**7.3** Any transfer of Customer's Personal Data can be done subject to this Addendum from member states of the European Union, the European Economic Area (Iceland, Liechtenstein, Norway), Switzerland or the United Kingdom to any affiliate countries where the European Commission, the FDIC, or the U.K operate.

Clauses, in connection with which the Parties agree the following:

(a) **EU SCCs (Controller to Controller Transfers)**. In relation to Personal Data that is protected by the EU

GDPR and processed in accordance with Section 2.4 of this Addendum, the EU SCCs shall apply, completed as follows:

(i) Module One will apply;

(ii) in Clause 7, the optional docking clause will apply;

(iii) in Clause 11, the optional language will not apply;

(iv) in Clause 17, Option 1 will apply, and the New EU SCCs will be governed by Irish law;

(v) in Clause 18(b), disputes shall be resolved before the courts of Ireland;

(vi) Annex I of the New EU SCCs shall be deemed completed with the Information set out in

**EXHIBIT A** to this Addendum; and

(vii) Subject to Section 6.3 of this Addendum, Annex II of the EU SCCs shall be deemed completed with the Information set out in **EXHIBIT B** to this Addendum.

(b) **EU SCCs (Controller to Processor/Processor to Processor Transfers)**. In relation to Personal Data that is protected by the EU GDPR and processed in accordance with Sections 2.2 of this Addendum, the EU SCCs shall apply, completed as follows:

(i) Module Two or Module Three will apply (as applicable);

(ii) in Clause 7, the optional docking clause will apply;

(iii) in Clause 9, Option 2 will apply, and the time period for prior notice of Sub-processor changes

shall be as set out in Section 5.3 of this DPA;

(iv) in Clause 11, the optional language will not apply;

(v) in Clause 17, Option 1 will apply, and the New EU SCCs will be governed by Irish law;

(vi) in Clause 18(b), disputes shall be resolved before the courts of Ireland;

(vii) Annex I of the EU SCCs shall be deemed completed with the Information set out in **EXHIBIT A** to this Addendum; and (viii) Subject to Section 6.3 of this Addendum, Annex II of the EU SCCs shall be deemed completed with the Information set out in **EXHIBIT B** to this Addendum.



**(c) Transfers from the U.K.** In relation to Personal Data that is protected by the UK GDPR, the EU SCCs will apply in accordance with Sections 7.3(a)-(b) above, with the following modifications:

**(i)** any references in the E.U. is to "Directive 95/46/E.C." or "Regulation (E.U.) 2016/679" shall be interpreted as references to the UK GDPR; references to specific Articles of "Regulation (E.U.) 2016/679" are replaced with the equivalent Article or Section of UK GDPR;

**(ii)** references to "E.U.," "Union," and "Member State law" are all replaced with "U.K."; Clause 13(a) and Part C of Annex I of the EU SCCs are not used; references to the "competent supervisory authority" and "competent courts" shall be interpreted as references to the Information Commissioner and the courts of England and Wales;

**(iii)** Clause 17 of the EU SCCs is replaced to state that "The Clauses are governed by the laws of England and Wales" and Clause 18 of the EU SCCs is replaced to state, "Any dispute arising from these Clauses shall be resolved by the courts of England and Wales.

**(d) Transfers from Switzerland.** In relation to Personal Data that is protected by the Swiss DPA, the EU SCCs will apply in accordance with Sections 7.3(a) -(b), with the following modifications:

**(i)** any references in the EU SCCs to "Directive 95/46/E.C." or "Regulation (E.U.) 2016/679" shall be interpreted as references to the Swiss DPA;

**(ii)** references to "E.U.," "Union," "Member State," and "Member State law" shall be interpreted as references to Switzerland and Swiss law, as the case, maybe; and

**(iii)** references to the "competent supervisory authority" and "competent courts" shall be interpreted as references to the FDIC and competent courts in Switzerland.

7.4 It is not the intention of either party to contradict or restrict any of the provisions set forth in the Standard Contractual Clauses and, accordingly, if and to the extent, the Standard Contractual Clauses conflict with any provision of the Agreement (including this Addendum), the Standard Contractual Clauses shall prevail to the extent of such conflict.

**7.5 MASTER WiZR** may adopt a replacement data export mechanism (including any new version of or successor to the Standard Contractual Clauses or alternative mechanisms adopted pursuant to Applicable Data Protection Law) ("**Alternative Transfer Mechanism**").

## **8 RIGHTS OF DATA SUBJECTS**

To the extent that MASTER WiZR is a Processor:

**8.1** MASTER WiZR shall promptly notify Customer upon receipt of a request by a Data Subject to exercise Data Subject rights under Applicable Data Protection Law.

**8.2** MASTER WiZR shall, taking into account the nature of the Processing, assist the Customer with appropriate technical and organizational measures, in so far as this is possible.

## **9 DISCLOSURES OF PERSONAL DATA**

**9.1 MASTER WiZR** will not disclose or provide access to any Customer Personal Data except:

- (a) as Customer directs;
- (b) as described in this Addendum; or
- (c) as required by law.

**9.2** If a court, law enforcement authority, or intelligence agency contacts MASTER WiZR with a demand for Customer Personal Data, MASTER WiZR will first assess if it is a legitimate order consistent with MASTER WiZR's Government Requests Guide. If so, MASTER WiZR will attempt to redirect this third party to request those data directly from the Customer. MASTER WiZR shall represent the reasonable interests of the Controller. This is, in all cases, understood to mean:

(a) MASTER WiZR shall document a legal assessment of the extent to which: (i) MASTER WiZR is legally obliged to comply with the request or order; and (ii) MASTER WiZR is effectively prohibited from complying with its obligations in respect of the Controller under this Addendum.

(b) MASTER WiZR shall only cooperate with the U.S. issued request or order if legally obliged to do so

(c) MASTER WiZR shall not provide more Customer Personal Data than is strictly necessary.

(d) If MASTER WiZR becomes aware of a situation where it has reason to believe that the laws and practices in the third country of destination applicable to the Processing of the personal data by MASTER WiZR, its Affiliates and Authorized Sub-processors, including any requirements to disclose personal data or measures authorizing access by public authorities will prevent MASTER WiZR from fulfilling its obligations under this Addendum, MASTER WiZR will inform the Customer without undue delay after MASTER WiZR becomes aware of such a situation.

(e) MASTER WiZR will publish a transparency report twice a year.

## **10 COMPLIANCE AUDITING**

**10.1 MASTER WiZR** will conduct third-party audits to attest to the ISO 27001 and SOC 2 Type II frameworks as follows:

(a) MASTER WiZR will conduct at least one audit annually.

(b) Audits will be performed according to the standards and rules of the regulatory or accreditation body.

(c) Audits will be performed by qualified, independent, third-party security auditors.

**10.2** Each audit will result in the generation of an audit report ("MASTER WiZR Audit Report"), which MASTER WiZR will make available to the Customer upon request.

**10.3** At its request and cost, the Controller is entitled to have an audit carried out by a mutually agreed upon auditor.

**8.9** "*Documentation and compliance*" (EU SCCs) for the Processing of Personal Data. The Controller may exercise the right no more than once a year, except in respect of an additional audit following

- (i) a MASTER WiZR data breach or
- (ii) if specifically ordered by the Customer's national Supervisory Authority.

**10.4** The costs of the periodic audits are borne by the Processor. The costs of the audit at the request of the Controller are borne by the Controller.

**10.5** Following receipt by MASTER WiZR of a request for an audit under Section **10.4** **MASTER WiZR** and Customer will discuss and agree in advance on

- (a) the identity of an independent and suitably qualified third-party auditor to conduct the audit;
- (b) the reasonable start date and duration (not to exceed two weeks in respect of any on-premise audits) of any such audit;
- (c) the scope, process, and normative framework of the audit, including:
  - (i) the data processing outcomes, information, and control requirements to be in the scope of the audit evidence requirements; and
  - (ii) the nature and process for satisfactory audit evidence; and
- (d) the Security and confidentiality control applicable to any such audit.

**10.6** Nothing in this Addendum will require MASTER WiZR to provide Personal Data of other customers or access to any systems or facilities not involved in the provision of the contracted Services.

## **11 COOPERATION**

**11.1** **MASTER WiZR** shall provide the Controller with all required assistance and cooperation in enforcing the obligations of the Parties under Applicable Data Protection Law. To the extent that such assistance relates to the Processing of Customer Personal Data for the purpose of the performance of the Agreement, the Processor shall in any event provide the Controller with such assistance relating to:

- (a) The Security of Customer Personal Data;
- (b) Performing checks and audits;
- (c) Performing Data Protection Impact Assessments ("DPIA");
- (d) Prior consultation with the Supervisory Authority;
- (e) Responding to requests from the Supervisory Authority or another government body;
- (f) Responding to requests from Data Subjects;

(g) Reporting Customer Personal Data Breaches.

## **12 SECURITY INCIDENTS AND DATA BREACHES**

**12.1** In the event of a confirmed Personal Data Breach (at MASTER WiZR or at a sub-processor of MASTER WiZR), MASTER WiZR shall, without undue delay, inform Customer of the Personal Data Breach, and take such steps to remediate such violation. In the event of such a Personal Data Breach, MASTER WiZR shall, taking into account the nature of the Processing and the Information available to MASTER WiZR, provide

Customer with reasonable assistance with respect to notifying

(i) the relevant Supervisory Authority and/or

(ii) Data Subjects affected by such Personal Data Breach without undue delay.

**12.2** In the event of a large scale, as determined by MASTER WiZR, confirmed Personal Data Breach (with MASTER WiZR or an Authorized Sub-processor of MASTER WiZR), Customer allows MASTER WiZR to independently alert and consult the relevant Supervisory Authorities in order to better inform Customer what steps the Supervisory expect.

**12.3** The obligations described in Sections 13.1 and 13.2 shall not apply if a Personal Data Breach results from the actions or omissions of the Customer, except where required by Applicable Data Protection Law.

## **13 GENERALS**

**13.1** This Addendum may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

**13.2** Customer and MASTER WiZR acknowledge that the other party may disclose the Standard Contractual Clauses, this Addendum and any privacy-related provisions in the Agreement to any Supervisory Authority upon request.

**13.3** Except for the changes made by this Addendum, the Agreement remains unchanged and in full force and effect.

**13.4** In the event of a change in Applicable Data Protection Law or a determination or order by a Supervisory Authority or competent court affecting this Addendum or the lawfulness of any processing activities under this Addendum, MASTER WiZR may propose amendments to this Addendum.

**13.5** The provisions of this Addendum are severable.

**13.6** This Addendum shall be governed by and construed in accordance with the governing law and jurisdiction.

Signatures -

## **Controller to Controller**

### **EXHIBIT A**

#### **Annex I: Description of the Processing / Transfer/ Controller to Controller**

##### **(A) LIST OF PARTIES:**

###### **Data Exporter Data Importer**

Name \col\ Name: MASTER WiZR.

Address: \block\_address\_1\

Address: details: Name: \n1\, Position: \t1\, Address: \block\_address\_1\

Contact Person's Name, position, and contact details:

Name: Position, Address: Activities relevant to the transfer: See Section (B)

below

Activities relevant to the transfer: See Section (B) below

Role: Controller Role: Controller

##### **(B) DESCRIPTION OF TRANSFER**

###### **Categories Data Subjects**

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

Users

###### **Purposes of the transfer(s)**

The transfer is made for the following purposes: Notwithstanding the purposes for which MASTER WiZR is permitted to process Personal Data for the following exhaustive list of purposes:

Directly identifiable data (name, screen name, a profile picture and email address and all Customer Content Data directly connected to such directly identifiable data) for:

#### **ANNEX I TO THE EU SCCS: DESCRIPTION OF THE PROCESSING**

##### **Controller to Controller**

- i. Billing, account, and customer relationship management
- ii. Complying with and resolving legal obligations
- iii. Abuse detection, prevention, and protection since pseudonymized and/or aggregated data will not be processed on a per-customer level); for:
- iv. Improving and optimizing the performance and
- v. The core functionality of accessibility, privacy, security
- vi. And i.t.
- vii. Internal reporting, financial reporting, revenue
- viii. Planning, capacity planning, and forecast modeling
- ix. Receiving and using feedback for master WiZR's overall
- x. Service improvement;

## **CATEGORIES OF PERSONAL DATA**

The personal data transferred concerns the following categories of data:

### **Customer Content Data:**

**MASTER WiZR Account Profile Info:** Data associated with the end user's MASTER WiZR account.

This will include:

- a. MASTER WiZR unique user I.D.,
- b. Profile picture (optional)

### **Diagnostic Data:**

**Meeting metadata:** Metrics about Service usage including when and how meetings were conducted).

This category includes:

- i. Event logs (including action taken, event type and a subtype, in-app event location, timestamp, client UUID, user I.D., and meeting I.D.)
- ii.

## **ANNEX I TO THE EU SCCS: DESCRIPTION OF THE PROCESSING CONTROLLER TO CONTROLLER**

- a. Meeting session information, including frequency,
- b. Average and actual duration, quantity, quality,
- c. Network activity, and network connectivity
- d. Number of meetings
- e. Number of screen-sharing and non-screen-sharing
- f. Sessions
- g. Number of participants
- h. Meeting host information
- i. Hostname
- j. Meeting site url
- k. Meeting start/end time
- l. Join method
- m. Performance, troubleshooting, and diagnostics information

**Telemetry data:** Data collected from locally installed software (applications and browser information about the deployment of MASTER WiZR Services and related systems environment / technical Information.

This includes:

- a. P.c. Name
- b. Microphone
- c. Speaker
- d. Camera

- e. Domain
- f. Hard disc i.d.
- g. Network type
- h. Operating system type and version
- i. Client version
- j. Mac address
- k. Event logs
- l. User i.d. And meeting i.d.)
- m. Service logs

**OTHER SERVICE GENERATED DATA:**

- a. Spam identification
- b. push notifications
- c. MASTER WiZR persistent unique identifiers such as uuid or user ids that are combined with other data elements including:
  - a. I.P. address
  - b. Datacenter
  - c. P.C. name
  - d. Microphone

**ANNEX I TO THE EU SCCS: DESCRIPTION OF THE PROCESSING CONTROLLER TO CONTROLLER**

- a. Operating System Type and Version
- b. Client Version
- c. I.P. Addresses along the Network Path

**Support Data:**

- i. Problem description, post-meeting feedback

**Frequency of the transfer**

Whether continuous or one-off. The transfer of account information is a one-off, otherwise continuous when using the Service

**Special categories of personal data (if appropriate)**

The personal data transferred concerns the following categories of sensitive data:

**Duration of Processing: Nature and Subject Matter of the Processing:**

MASTER WiZR will process Customer Personal Data for its own exhaustive list of Legitimate Business Purposes when strictly necessary and proportionate, in accordance with the Addendum.

**Retention period (or, if not possible to determine, the criteria used to determine that period):**

MASTER WiZR retains Customer Personal Data for as long as required for its own exhaustive list of Legitimate Business Purposes, in accordance with the Addendum.



The criteria used to determine MASTER WiZR's retention periods include the following:

- a. The length of time of MASTER WiZR's relationship with Service users (for example, the duration of a MASTER WiZR account) Whether account owners modify or their users
- b. delete Information through their accounts
- c. Whether MASTER WiZR has a legal obligation to keep the data (for example, certain laws require MASTER WiZR to keep records for a certain period of time)

**(C): Competent supervisory authority**

The competent supervisory authority, in accordance with Clause 13 of the EU SCCs, must be

- (i) the supervisory authority applicable to the data exporter in its EEA country of establishment or
- (ii) where the data exporter is not established in the EEA, the supervisory authority applicable in the EEA country where the data exporter's E.U. a representative has been appointed pursuant to Article 27(1) of the GDPR, or
- (iii) where the data exporter is not obliged to appoint a representative, the supervisory authority applicable to the EEA country where the data subjects relevant to the transfer are located. With respect to Personal Data to which the UK GDPR applies.

**Annex I to the EU SCCs: Description of the Processing Controller to Processor  
Controller to Processor**

**(A) List of Parties:**

**Data Exporter Data Importer**

- Name \co1\ Name: MASTER WiZR.
- Address: \block\_address\_1\  
Address: MASTER WiZR Address
- Contact Person's Name, position, and contact  
details: (Name: \n1\, Position: \t1\, Address: \block\_address\_1\)
- Contact Person's Name, position, and contact details:  
Name: (Master WiZR (Jone))  
Position: *Data Protection Officer*
- Address:
- Activities relevant to the transfer: See Section (B)  
below
- Activities relevant to the transfer: See Section (B) below

- Role: Controller Role: Processor

## **(B) Description of Transfer**

### **Categories Data Subjects**

The personal data transferred concern the following categories of data subjects:

Individuals about whom Personal Data is provided to MASTER WiZR via the Services by (or at the direction of) Customer or Users, which may include without limitation Customer's or its Affiliates' employees, contractors, and Users.

### **Purposes of the transfer(s)**

The transfer is made for:

MASTER WiZR will only process Customer Personal Data as Processor for the following purposes and only when necessary and proportionate to comply with the Customer's instructions:

- a. Providing and updating the Services as licensed, configured, and used by Customer and its users;
- b. Securing and real-time monitoring of the Services;
- c. Resolving issues, bugs, and errors;

## **Annex I to the EU SCCs: Description of the Processing**

### **Controller to Processor**

Providing Customer requested support, including applying knowledge gained from individual customer support requests.

### **Categories of Personal Data**

The personal data transferred concern the following categories of data:

#### **Customer Content Data:**

**MASTER WiZR Account Profile Info:** Data associated with the end user's MASTER WiZR account, profile picture, password, company name, and Customer's preferences.

This will include:

- a. MASTER WIZR unique user i.d.,
- b. Social media login (optional),
- c. Profile picture (optional) and
- d. Display name.

**Customer authentication data:** This will include username and password unless Single Sign-On (SSO) is used.

**Meeting and webinar communication content.** This will include:

- a. Video, audio, whiteboard, captions, and presentations
- b. In-meeting questions & answers, polls, and survey information
- c. Closed captioning (live transcription)

**Chat Messages.** 1:1 in-meeting and group chat messages that are not transferred to a permanent chat channel.

**Customer Initiated cloud recordings.** This will include the following recordings:

- a. Video recording of video, audio, whiteboard, captions, and presentations

- b. Audio recording
- c. Text file of all in meeting group chats

**Meeting and webinar participant information.** This includes:

- a. Registered participant name and contact details; and any data requested by
- b. Customer to be provided in conjunction with registration, email addresses
- c. Status of participant (as host, as participants in a chat, or as attendees)
- d. Room names (if used)

**Stored Chat Information.** This is data at rest (in storage) and will include:

- a. Chat messages
- b. Files exchanged via chat
- c. Images exchanged via chat
- d. Videos exchanged via chat

**Annex I to the EU SCCs: Description of the Processing Controller to Processor**

- a. Chat channel title
- b. Whiteboard annotations

**Address book Information.** This includes contact information made available through Customer controlled integrations (e.g., Outlook)

**Calendar Information.** This includes meeting schedules made available through Customer controlled integrations (e.g., Outlook, Google Calendar)

**Diagnostic Data:**

**Meeting metadata:** Metrics about Service usage, including when and how meetings were conducted). This category includes:

- a. event logs (including action is taken, event type and subtype, in-app event
- b. location, timestamp, client UUID, user I.D., and meeting I.D.)
- c. meeting session information, including frequency, average and actual
- d. duration, quantity, quality, network activity, and network connectivity
- e. number of meetings
- f. number of screen-sharing and non-screen-sharing sessions
- g. number of participants
- h. meeting host information
- i. hostname
- j. meeting site URL
- k. meeting start/end Time
- l. join method

**Telemetry data:** Data collected from locally installed software (applications and browser information about the deployment of MASTER WiZR Services and related systems environment / technical information. This includes:

- a. P.c. Name
- b. Microphone
- c. Speaker
- d. Camera
- e. Domain
- f. Hard disc i.d.
- g. Network type
- h. Operating system type and version
- i. Client version
- j. Mac address
- k. Event logs (including action taken, event type and subtype, in-app event
- l. Location, timestamp, client uuid,
- m. User i.d. And meeting i.d.)
- n. Service logs (information on systems events and states)

**Other Service Generated Data:**

spam identification

- a. push notifications
- b. MASTER WiZR persistent unique identifiers such as UUID or user ids that are combined with other data elements, including:
- c. I.P. address
- d. Datacenter
- e. P.C. name
- f. Microphone
- g. Speaker

**Annex I to the EU SCCs: Description of the Processing Controller to Processor**

- a. Camera
- b. Domain
- c. Hard disc I.D.
- d. Network type
- e. Operating System Type and Version
- f. Client Version
- g. I.P. Addresses along the Network Path

**Support Data:**

- a. Contact name of support requestor, time, subject, problem description, post meeting feedback (thumbs- up/down)

- b. User-supplied attachments, including recordings, transcripts, or screenshots, post-meeting feedback (open text provided with thumbs down)

**Frequency of the transfer**

Whether continuous or one-off or Continuous

**Special categories of personal data (if appropriate)**

The personal data transferred concern the following categories of sensitive data:

Special categories of data are not required to use the Service. The customer/data an exporter can prevent the processing of these data by using end to end encryption in the Meetings and preventing End Users from uploading profile information that contains such special categories of data.

**Duration of processing:**

The term of the Agreement plus the period until MASTER WiZR deletes all Customer.

**Nature and Subject Matter of the Processing:**

MASTER WiZR will process Customer Personal Data for the purposes of providing the Services to Customer in accordance with the Addendum.

**Retention period (or, if not possible to determine, the criteria used to determine that period):**

The agreed retention periods as agreed in the Data Retention and Deletion Standards (Version x Date y...) for the different categories of Customer Personal Data plus the agreed backup period plus the agreed specific exceptions in section of the Addendum.

**(C) Competent supervisory authority**

The competent supervisory authority, in accordance with Clause 13 of the EU SCCs, must be

- (i) the supervisory authority applicable to the data exporter in its EEA country of establishment or
- (ii) where the data exporter is not established in the EEA, the supervisory authority applicable in the EEA country where the data exporter's E.U. a representative has been appointed pursuant to Article 27(1) of the GDPR, or
- (iii) where the data exporter is not obliged to appoint a representative, the supervisory authority applicable to the EEA country where the data subjects relevant to the transfer are located.