



CERTIFICATE

no. 428/23

ePrivacyseal GmbH
Große Bleichen 21, 20354 Hamburg, Germany

hereby certifies* that

as determined in the certification decision of 10 January 2023

Huawei Technologies Co., Ltd.
Huawei Headquarters Office Building, Bantian, Longgang District, Shenzhen, P.R. CHINA

provides its product or service

„iMaster NCE-Campus V300R020C10“ in the EU

version 02/10/2022

as defined in annex 1 and to the exclusion of the processing activities in annex 2 to this certificate.

final audit day: 23/12/2022

next planned monitoring by 22/12/2024

period of validity: 23/12/2022 – 22/12/2024

The certification decision takes place under the validity condition described in Annex 3 and in conformity with the criteria catalogue of ePrivacyseal GmbH, version 3.0 of May 2022.

Annex 1 to certificate no. 428/23

Definition of processing activities

The assessment entity is iMaster NCE-Campus used with Huawei as data processor. Customers of Huawei can integrate this software as part of their SAAS service. The data collected by the product to be certified will not be used in another context.

NCE Campus covers network planning, deployment, O&M, and optimization. Oriented to small- and medium-sized enterprises and multi-branch enterprises, it improves the O&M efficiency of enterprise campus networks, and helps enterprises achieve business success.

Concerning the end user data (the data processing in scope here), the following roles apply: The Tenant is the controller, the MSP is the processor, and Huawei Local Seller located in EU is the Sub-Processor and another Huawei Entity in EU can be sub sub-processor (acc. to Data Processing and Sub-processing Agreement (DPSA) Appendix1, 2 Part III).

Annex 2 to certificate no. 428/23

Excluded processing activities

The following functions and/or services and/or product-versions are not subject to this evaluation and have not been reviewed by the experts:

1. System deployment and sales contracts with MSP and Tenants.
2. Parts where Huawei acts as the controller or any other usage of NCE Campus where not the following roles apply: The Tenant is the controller, the MSP is the processor, and Huawei Local Seller located in EU is the Sub-Processor and another Huawei Entity in EU can be sub sub-processor.
3. Other Huawei NCE services beside iMaster NCE-Campus V300R020C10.
4. Huawei iMaster NCE-Campus as it is provided to users outside the EU/EEA.
5. The usage of personal data by Huawei or any of their affiliates or 3rd parties for purposes like - but not restricted to:
 - * any BI application or AI learning (this does not cover data transfers for the network analysis), or any other big data solution or data mining,
 - * analytics and development purposes, including creating aggregated groups based on usage activities (outside of the network analysis for the purpose of this service),
 - * targeting and directed market+A4:B15ng activities.This includes also any back-end services and processes which relate to the a.m. operations.
6. Third-Party apps that may interact with Huawei NCE-Campus.
7. The usage of the EU/EEA-version of Huawei NCE-Campus outside of the EU/EEA.
8. Other data transfers / use cases of servers mentioned as part of the infrastructure in the evaluation.
9. The processing of any data except of end user data. Therefore MSP, System Admin and Tenant (or Tenant Administrator) data or data of their personnel is not in scope.
10. Social Media as authentication method.
11. Guest administrators and any data processing of them.

Annex 3 to certificate no. 428/23

Validity condition

The seal is awarded on the following validity conditions:

1. Only the data types listed in "Data types" can be processed.
2. All data processing must take place exclusively in the EU. Database where Campus is installed and all user data is processed including account management and portal authentication must be located in EU.
3. Servers of NCE Cloud Campus solutions (like WEU CloudCampus) must be located exclusively in EU. This applies as well when hosting is provided by third parties.
4. All companies involved in the chain for offering NCE Campus services and functions (especially Huawei, (System Admin) MSP, Local Seller, Tenant and other companies named as "types of user" in the sheet "technical factual description") must be located in the EU. Companies from third countries are not allowed to participate in data processing (e.g. as processors).
5. Full DPAs according to Art. 28 GDPR must be in place between all parties in the chain for offering NCE Campus services and functions covering all data processing between the companies.
6. All third parties that are used for providing services must be located in the EU.
7. All involvement of third parties in the use of the product must have a sufficient contractual basis (conclusion of a DPA according to Art. 28 GDPR) and it must be ensured that no data is processed or transferred outside the EU.
8. All information obligations, in particular towards the end users, must be completely fulfilled by the tenant, including the provision of a privacy policy in accordance with Art. 13 GDPR.
9. It must be ensured at all times that the data subject rights can be exercised by the data subjects and that they are adequately informed about them. This obligation is essentially fulfilled by the tenant and supported by the other parties in the chain.
10. The Tenant must have a deletion concept in place that ensures that all data is deleted according to the applicable requirements especially the GDPR. The storage periods are selected in such a way that the data is not stored for longer than is permitted under data protection law and is absolutely necessary. The control of the data storage and implementation of the deletion concept can be implemented with the functions of the software.
11. The Tenant must obtain sufficient consent according to Art. 6 I a, 7 GDPR from the users before use. Complete consent texts must be used, which record the types of data and data processing and point out the possibility of withdrawal. Data processing can only take place if and as long as effective consent is in place. (Occasionally, parts of the processing can also be based on the legal basis of contract performance, provided that all requirements for this are met and the tenant provides sufficient contractual documents and the respective data processing is unambiguously covered by them).
12. The Tenant has to provide sufficient contractual terms and conditions / T&Cs that describe the product and the data processing carried out thereby in a manner that is comprehensible to the users.

13. The Tenant and the other companies in the chain for offering NCE Campus services and functions must have sufficient TOMs that meet the requirements of the GDPR (in particular 32 GDPR). This also applies for any Huawei Company taking part in the chain for offering NCE Campus services and functions for example as a data processor.
14. Tenant has to comply with the general further data protection requirements (documentation obligations, data protection concept, etc.)
15. Transmission of personal data has to be sufficiently secured at all times by encryption and other sufficient methods.
16. The storage of personal data has to be carried out by means of suitable encryption methods (at least SHA 256).