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# Article 1: Definitions

1. \*\* Personal data \*\*: any information relating to an identified or identifiable natural person (“person concerned ”), as defined by the General Regulations on Data protection (GDPR).
2. \*\* Treatment manager \*\*: The natural or legal person, public authority, service or any other organization which, alone or jointly with others, determines the purposes and the means processing of personal data.
3. \*\* Subcontractor \*\*: The natural or legal person, the authority public, service or any other organization that processes data personal on behalf of the controller.
4. \*\* Treatment \*\*: Any operation or set of operations carried out or not using automated processes and applied to data or sets of personal data.
5. \*\* Data violation \*\*: a security violation resulting in accidentally or illicitly destroying, loss, alteration, unauthorized disclosure of data staff transmitted, preserved or otherwise processed, or access not authorized to such data.
6. \*\* Data transfer \*\*: Any transfer of data of a character staff outside the European Economic Area (EEE), including to a third country or an international organization.
7. \*\* Cloud service \*\*: any treatment, storage, or management service personal data provided by the subcontractor via Cloud infrastructure.

# Article 2: Object

The purpose of this appendix is ​​to define the conditions and methods processing of personal data within the framework of the contract main, including the use of cloud services.She aims to guarantee the conformity of the parties to the obligations arising from the GDPR and French laws relating to the protection of personal data.

# Article 3: Obligations of the controller

1. \*\* Licuity of treatment \*\*: the controller undertakes to Processing personal data lawfully, loyal and transparent in accordance with articles 5 and 6 of the GDPR.
2. \*\* Determined purposes \*\*: Personal data does not must be collected only for determined purposes, explicit and legitimate, and must not be treated subsequently incompatible with these purposes.
3. \*\* Data minimization \*\*: the controller must ensure that the data collected is adequate, relevant and limited to what is necessary in terms of purposes for which they are processed.
4. \*\* Data accuracy \*\*: it is the responsibility of the controller to ensure that personal data is accurate and, If necessary, up to date.
5. \*\* Data security \*\*: the controller must put in operation the appropriate technical and organizational measures To guarantee a level of security adapted to the risk, in accordance with Article 32 of the GDPR.This includes the regular evaluation of measures cloud safety used.

# Article 4: subcontractor’s obligations

1. \*\* Treatment in accordance with the instructions \*\*: the subcontractor begins to process personal data only on instruction documented from the treatment managers, including in concerns transfers of personal data to a third countries or an international organization, unless a legal requirement requires it.
2. \*\* Confidentiality \*\*: the subcontractor must ensure that the persons authorized to process personal data undertake to respect confidentiality or are subject to a Appropriate legal obligation of confidentiality.
3. \*\* Safety of treatments \*\*: the subcontractor undertakes to put in works the appropriate technical and organizational measures for guarantee the security of personal data that it processes, including those processed via cloud services, in accordance with Article 32 of the GDPR.
4. \*\* subsequent subcontracting \*\*: the subcontractor must not use another subcontractor without the prior authorization written and specific to the controller.In case of authorized subcontracting, the subcontractor must ensure that the subsequent subcontractor respects the same obligations of data protection.
5. \*\* Assistance to the treatment manager \*\*: the subcontractor must Assist the controller, as far as possible, to pay its obligations in terms of security of data, notification of data violations, realization impact analysis on data protection and prior consultations with the control authorities.
6. \*\* Data location \*\*: the subcontractor must provide clear information on storage and processing places data in cloud infrastructure, and ensure that these places comply with applicable protection regulations data.

# Article 5: Description of treatments

The subcontractor is authorized to treat on behalf of the manager of Processing, personal data necessary to provide services.The nature and category of operations carried out on personal data will be defined by the manager of Treatment according to the specific needs of each service.THE purposes of treatment are determined by the manager of Treatment and communicated to the subcontractor.Nature and category Personal data processed is specified by the Treatment manager.The categories of people concerned are identified by the controller.For the execution of Services, the controller makes available to Subcontracting the necessary information.The duration of treatment is fixed by the treatment manager according to the requirements of Services provided.

# Article 6: Rights of the persons concerned

1. \*\* Access and rectification \*\*: the controller and the Subcontractor must allow the persons concerned to exercise their rights to access and rectify their data to Personal character, in accordance with articles 15 and 16 of the GDPR.
2. \*\* Erasure and limitation of treatment \*\*: people concerned must be able to exercise their rights to the erasure of their data (right to be forgotten) or to limit processing, In accordance with articles 17 and 18 of the GDPR.
3. \*\* Data portability \*\*: the controller must ensure, when applicable, data portability to personal character of the persons concerned, in accordance with Article 20 of the GDPR.
4. \*\* Opposition \*\*: The persons concerned must be able to exercise their right to oppose the processing of their personal data In accordance with article 21 of the GDPR.

# Article 7: Security and confidentiality measurement

The subcontractor undertakes in particular to put in place the measures sufficient to ensure the security and confidentiality of data Personal entrusted and processed within the framework of services, namely notably :

* Implement appropriate technical and organizational measures To protect personal data from destruction accidental or illicit, accidental loss, alteration, hijacked use, unauthorized dissemination or access, as well as that against any other form of illicit treatment;
* Do not use personal data for your own account or on behalf of third parties and not transfer them without the prior written authorization of the controller or end customer;
* Ensure that people authorized to process data to personal character are subject to appropriate obligations of confidentialities;
* Do not make copies or duplications of data of a nature staff without the prior written authorization of the manager of Treatment or end customer (unless it is necessary to the accomplishment of the services provided by the service provider in the framework of the contract);
* Inform the controller of any accidental access or not authorized to personal data, of any breach of regulations on personal data or any suspicion of such a breach, as soon as possible and, if Possible, 48 hours at the latest after having read it.
* Depending on the choice of treatment managers, delete or return Personal data or return it to the end of the contract, and destroy existing copies, unless legal obligation to keep;
* Implement an information systems security policy and management of logical and physical access authorizations in particular, that he will have to maintain and evolve throughout the duration of CONTRACT.

# Article 8: Notification of data violations

In the event of a violation of personal data, the subcontractor must notify this violation to the controller without delay undue after having read it.This notification must include all the relevant information allowing the manager of treatment to notify this violation to the control authority competent and, if necessary, to the persons concerned in accordance with Article 33 of the GDPR.The notification must specify the potential impact on the data hosted in the cloud and the measures taken for remedy.

# Article 9: Data transfers outside the European Union

Any transfer of personal data to a third country or an international organization can only be carried out subject to compliance with the conditions provided by the GDPR, in particular in articles 44 to 50. The controller must ensure that guarantees appropriate are in place, such as standard contractual clauses approved by the European Commission or the existence of a decision adequacy.

# Article 10: Duration and end of treatment

At the end of the main contract, the subcontractor undertakes, according to the instructions from the controller, to delete all personal data or return to the manager of treatment, and to destroy existing copies unless legal obligation opposite.This obligation also includes data stored on Backup supports in cloud infrastructure, unless a legal obligation requires their conservation.

# Article 11: Documentation and audits

The subcontractor will provide the treatment manager All the information necessary to demonstrate compliance with obligations provided for in this appendix and will authorize the audits, including inspections, by the controller or another listener mandated by the latter, in order to verify compliance with This annex and the GDPR.The subcontractor must also hold a register of processing activities in accordance with article 30 of the GDPR and provide compliance reports on cloud infrastructure used.

# Article 12: Register of treatment activities

The subcontractor must also keep a register of activities of Treatment in accordance with article 30 of the GDPR and provide reports compliance on the cloud infrastructure used.This register Contains at least: - The name and contact details of the controller and, if necessary, the co-responsible for treatment, the representative of Responsible for data protection and data protection delegate;- The description of the categories of people concerned and the categories personal data;- Treatment purposes;- THE categories of recipients to which personal data have been or will be communicated, including recipients in third countries or international organizations;- the shelf life of data ;- the general description of technical measures and organizational security implemented.

On written request from the controller, the end customer or any competent authority, the subcontractor will have 15 working days to communicate a copy of the said register from the Reception Delate request. # Article 13: subsequent subcontractors

The subcontractor may have to use one (or) provider (s) / external supplier (s) for the management of services specific to the contract.To this end, the subcontractor can be led to recruit, under his responsibility, one (or) subcontractor (s) second in the sole purpose of providing part of the services necessary for the infograted system. The subcontractor undertakes to conclude a binding legal act with any subsequent subcontractor which he initiates for the treatment of Data, in order to impose compliance with the requirements of the GDPR and the same obligations as those provided for in article 20.2.Especially, the subcontractor must ensure that the subtractor that he has recruited presents sufficient guarantees for the implementation of necessary security measures. In the event of failure of the subsequent subcontractor while respecting his obligations in terms of personal data protection, the Subcontractor will remain fully responsible for the manager treatment, without prejudice to the rights of the persons concerned In articles 79 and 82 of the GDPR.

The list of subsequent subcontractors authorized is as follows:

1. Interxion
2. Data4
3. Telehouse
4. Iron Mountain During the contract execution, the controller may access at any time with the subcontractor to update said list.Notwithstanding the above, the subcontractor will notify by written to the treatment manager the list of subcontractors later update regularly except for a change major subcontractor.

# Article 14: Responsibility

The controller and the subcontractor recognize that they may be held responsible for the damage caused by a processing of personal data not in accordance with GDPR and applicable French laws.The subcontractor is responsible for damage caused by treatment if it has not complied with the obligations GDPR specifically applicable to subcontractors or if it acted in outside the legal instructions of the controller or unlike these.

# Article 15: Changes

Toute modification de la présente annexe doit faire l’objet d’un avenant écrit signé par les deux parties. Les modifications doivent être conformes aux exigences du RGPD et des lois françaises relatives à la protection des données personnelles.

# Article 16 : Loi applicable et juridiction compétente

La présente annexe est régie par le droit français. Tout litige relatif à son interprétation ou à son exécution sera de la compétence exclusive des tribunaux français. En cas de divergence entre les versions linguistiques de la présente annexe, la version française prévaudra.