DATA PROCESSING AGREEMENT

Version from 18/04/2023

BETWEEN:

XWIKI SAS

represented by LUDOVIC DUBOST

Located in 4 rue du Faubourg Poissonnière 75010 PARIS, FRANCE

Identification information SIRET 477 865 281 00034

(hereinafter, "XWiki" or "the processor") of the other part,

AND:

represented by

Located in

Identification information

(hereinafter, "the controller", "CryptPad Organisation Customer ") of the one part,

I. Purpose of the contract

The purpose of this contract is to define the conditions in which the processor undertakes to carry out, on the controller's behalf, the personal data processing operations defined below. As part of their contractual relations, the parties shall undertake to comply with the applicable regulations on personal data processing (hereinafter referred as "Personal Data Regulations") and, in particular, with the following:

- Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (hereinafter referred as "GDPR");
- any provision of a legislative or regulatory nature, European or national on data protection resulting from the above Personal Data Regulations.

II. Description of the processing being subcontracted out

The processor is authorised to process, on behalf of the controller, the necessary personal data for providing the services derived from the use of CryptPad Organisation.

For the Anonymous User, Registered User and Premium User features, only the CryptPad Privacy policy solely is applicable. More details on the CryptPad services are found on the cryptpad.fr website, the Feature comparison section.

CryptPad Organisation offers the possibility of choice to the controller between:

- entering in the present Data processing agreement including the Privacy policy OR
- having solely the CryptPad Privacy policy governing the relation with XWiki.

III. Duration of the contract

This contract is provided automatically in the controller's CryptPad account. It is pre-signed by the processor and enters into force from the moment of its signing by the controller, for a duration of 1 year.

If the controller ceases to be a CryptPad Organisation Customer before this term, the present contract will be considered terminated as well, at that moment.

The contract is renewable by tacit agreement, for as long as the CryptPad Organisation services are being provided to the controller.

IV. Processor's obligations with respect to the controller

The processor shall undertake to:

1. process the data solely for the purpose(s) subject to the subcontracting, in the framework of the controller using CryptPad Organisation services. The processor engages to only process Personal Data to the extent that the operations are strictly necessary for the execution of providing services to the controller;

2. process the Personal Data in accordance with the documented instructions from the controller appended hereto. Where the processor considers that an instruction infringes the GDPR or of any other Data Protection Regulation, it shall immediately inform the controller thereof. Moreover, where the processor is obliged to transfer personal data to a third country or an international organisation, under European Union law or French law to which the processor is subject, the processor shall inform the controller of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest;

3. guarantee the confidentiality of personal data processed hereunder;

4. ensure that the persons authorised to process the personal data hereunder:

- have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
- receive the appropriate personal data protection training;

5. take into consideration, in terms of its tools, products, applications or services, the principles of data protection by design.

V. Sub-contracting

The processor may engage another processor (hereinafter "the subprocessor") to conduct specific processing activities.

XWiki is subcontracting the hosting services to OVH Private Cloud (hereinafter, "subprocessor"), based on machines located in France, to provide its hosting services.

Between the processor and the subprocessor there exists a Data processing agreement. Detailed information about the sub-processing may be offered to the controller by XWiki, upon request.

XWiki SAS, Société par Actions Simplifiée au Capital de 37 324 Euros
4 rue du Faubourg Poissonnière 75010 PARIS, RCS Paris B 477 865 281
Tel: 01 45 42 40 90

The processor shall inform the controller, in writing beforehand, of any intended changes concerning the addition or replacement of other processors. This information must clearly indicate which processing activities are being subcontracted out, the name and contact details of the sub-processor and the dates of the subcontract. The controller has a minimum timeframe of 1 month from the date on which it receives said information to object thereto. Such subcontracting is only possible where the controller has not objected thereto within the agreed timeframe.

The subprocessor is obliged to comply with the obligations hereunder on behalf of and on instructions from the controller. It is the initial processor's responsibility to ensure that the sub-processor provides the same sufficient guarantees to implement appropriate technical and organisational measures in such a manner that processing meets the requirements of the Personal Data Regulations. Where the subprocessor fails to fulfil its data protection obligations, the initial processor remains fully liable with regard to the controller for the performance of the subprocessor in fulfilling its obligations.

VI. Data subjects' right to information

It is the controller's responsibility to inform the data subjects concerned by the processing operations at the time data are being collected.

As an exception from the above rule, in some particular situations, at the time Personal Data is being collected, the processor must provide the data subjects concerned by the processing operations with information about the data processing it carries out. The wording and format of the information must be agreed with the controller prior to collecting the data. The above mentioned particular situations are to be determined case-by-case by the controller together with the processor, consensually.

VII. Exercise of data subjects' rights

The processor shall assist the controller, insofar as this is possible, for the fulfilment of its obligation to respond to requests for exercising the data subject's rights: right of access, to rectification, erasure and to object, right to restriction of processing, right to data portability, right not to be subject to an automated individual decision (including profiling).

The processor will make available for the controller, if requested so, as soon as possible, all the documents and information needed for the controller in order to prove compliance with the obligations according to the Personal Data Regulations in the context of ensuring full exercise by natural persons on protecting the above mentioned rights.

Also, if the data subjects submit requests to the processor to exercise their rights regarding the Personal Data, they will be forwarded to XWiki, as soon as they are received, via email to:

- privacy@cryptpad.fr

VIII. Notification of personal data breaches

The parties shall notify each other of any personal data breach according to Art. 33 GDPR and Recital 85 GDPR, not later than 2 business days after having become aware of it and via the following means:

- Email to privacy@cryptpad.fr

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Said notification shall be sent along with any necessary documentation to enable the other party, where necessary, to notify this breach to the competent supervisory authority

Once the controller has agreed, the processor shall notify the competent supervisory authority (the CNIL), in the name and on behalf of the controller, of the personal data breaches without undue delay and, where feasible, not later than 2 business days after having become aware of them, unless the breach in question is unlikely to result in a risk to the rights and freedoms of natural persons.

The notification shall at least:

- describe the nature of the personal data breach including where possible, the categories and approximate number of data subjects concerned and the categories and approximate number of personal data records concerned;
- communicate the name and contact details of the data protection officer or other contact point where more information can be obtained;
- describe the likely consequences of the personal data breach;
- describe the measures taken or proposed to be taken by the controller to address the personal data breach, including, where appropriate, measures to mitigate its possible adverse effects.

Where, and in so far as, it is not possible to provide the information at the same time, the information may be provided in phases without undue further delay. Once the controller has agreed, the processor shall communicate, in the name and on behalf of the controller, the personal data breach to the data subject without undue delay where said breach is likely to result in a high risk to the rights and freedoms of natural persons. The communication to the data subject shall:

- describe in clear and plain language:
  - the nature of the personal data breach and at least describe the nature of the personal data breach including where possible;
  - the categories and approximate number of data subjects concerned and the categories and approximate number of personal data records concerned;
- communicate the name and contact details of the data protection officer or other contact point where more information can be obtained;
- describe the likely consequences of the personal data breach;
- describe the measures taken or proposed to be taken by the controller to address the personal data breach, including, where appropriate, measures to mitigate its possible adverse effects.

IX. Assistance lent by the processor to the controller regarding compliance with its obligations

The processor assists the controller in carrying out data protection impact assessments. The processor assists the controller with regard to prior consultation of the supervisory authority.

X. The Data Protection Officer

The processor communicates to the controller the name and contact details of its data protection officer, if it has designated one in accordance with Article 37 of the GDPR.

XWiki's Data protection officer is registered at CNIL with nr. DPO-4413 on 15/05/2018 and has the following contact information:

Contact: privacy@cryptpad.fr

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XI. Record of categories of processing activities

The processor states that it maintains a written record of all categories of processing activities carried out on behalf of the controller, containing:

- the name and contact details of the controller on behalf of which the processor is acting, any other processors and, where applicable, the data protection officer;
- the categories of processing carried out on behalf of the controller;
- where applicable, transfers of personal data to a third country or an international organisation, including the identification of that third country or international organisation and, in the case of transfers referred to in the second subparagraph of Article 49(1) of the GDPR, the documentation of suitable safeguards;
- where possible, a general description of the technical and organisational security measures, including *inter alia*:
  - the pseudonymisation and encryption of personal data;
  - the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
  - the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident;
  - a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.

XII. Controller's obligations with respect to the processor

The controller undertakes to:

1. provide the processor with the data mentioned in II hereof;

2. document, in writing, any instruction bearing on the processing of data by the processor;

3. ensure, before and throughout the processing, compliance with the obligations set out in the Data Protection Regulation on the processor's part

4. supervise the processing, including by conducting audits and inspections with the processor.

XIIII. Law applicable and jurisdiction

This contract is subject to French law, excluding any other legislation. For any dispute in the interpretation or execution of this contract, the parties agree to initially settle the dispute amicably.

Upon notification by registered letter with acknowledgement of receipt, the two parties will meet within a period of one 1 month to resolve the dispute.

However, if the parties do not reach an amicable agreement, the dispute shall be settled under the jurisdiction of the courts of Paris, France, even for emergency and protective procedures.

XIV. Formalities

By signing this contract, the parties agree to the terms as described above.

Any changes available to this agreement will be notified to the controller and only the most recent version signed by both parties is the one that is binding.

The version date is available next to the title of the present document.

Both parties will keep a printed copy of this agreement, and will be responsible for upholding its terms.

On behalf of the Data processor,

Data processor: XWIKI SAS

Represented by Mr. Ludovic Dubost, CEO XWiki SAS

Signed in Paris, France on

On behalf of the Data controller,

Data controller:

Represented by

Signed in   , on