

Appendix: Conditions for the processing of personal data applicable to software packages installed at the Customer's sites as well as the associated services

The Parties acknowledge that in order to perform its obligations under this Agreement, the Service Provider shall have access to and process personal data provided by the Customer as a processor within the meaning of the regulations. The Customer undertakes to notify the Service Provider immediately if the services requested by the Customer change, resulting in or likely to result in a change in the Service Provider's status with regard to the regulations.

The purpose of this appendix is to define the conditions under which the Service Provider, the data processor, undertakes to carry out the personal data processing operations defined below on behalf of the Customer, the data controller.

As part of their contractual relationship, the Parties undertake to comply with the legal and regulatory provisions in force and in particular Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (hereinafter the GDPR) which shall apply in full to the Parties from 25 May 2018.

This appendix also defines the conditions under which the Service Provider, irrespective of any Service Provision, is required, as Controller, to process the Customer's internal Data, for the purposes of managing the business relationship and in strict compliance with the provisions of the GDPR.

Article 1. Definitions

"**Controller**" means the natural or legal person which, alone or jointly with others, determines the purposes and means of the processing of personal data.

"**Personal data**" means any information relating to an identified or identifiable natural person (the Data Subject); an "identifiable natural person" is a natural person who can be identified, directly or indirectly.

"**Data subject**" means the person to whom the data being processed relate.

"**Processing of Personal Data**" or "**Processing**" means any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means.

"**Processor**" means the natural or legal person, public authority, agency or other body which processes personal data on behalf of the Controller.

Article 2. Description of the processing subject to subcontracting

The Service Provider is authorised to process the personal data necessary to provide the deployment, training and support service(s) for its solutions, on behalf of the Customer. All of the services ordered are described in the Purchase Orders and/or Special Terms and Conditions approved by the Customer.

The nature of the operations carried out on the data is consultation, erasure or destruction as well as blocking.

The purpose(s) of the processing is/are necessary to provide the ordered services as described in the Agreement.

The personal data processed are those collected by the Customer and made available to the Service Provider for the time it takes to perform the processing on the database, for the purposes of performing the deployment, training, support or any other service ordered in the Purchase Orders and/or Special Terms and Conditions approved by the Customer.

The categories of personal data concerned are those processed in connection with the functionalities of the Software Package and detailed in the Documentation of the Software Package concerned.

If the Customer uses the services to process other data or categories of personal data or for any processing or purposes other than those listed above, the Customer does so at its own risk and the Service Provider cannot be held liable in the event of a breach of the regulations.

Article 3. Obligations of the Customer, the Data Controller

The Customer undertakes to:

- Provide Data Subjects with information relating to the Data Processing operations it performs as soon as the Data are collected;
- If the Processing is based on the Data Subject's consent, be able to demonstrate that the Data Subject has given their consent to the Processing of their Data and that they have been informed of their right to withdraw it at any time;
- Supervise the Processing, including conducting audits and inspections of the Service Provider;
- Provide the Service Provider with any written instructions relating to the Processing of Personal Data. The Parties agree that any Customer request which exceeds or modifies the processing instructions shall be the subject of a separate quotation. Any instructions not documented in writing or not in accordance with the regulations shall not be taken into account.

Software Packages made available to the Customer in situ by the Service Provider may contain blank fields that are not intended to contain personal data and in particular sensitive data. As a result, the Customer undertakes to implement any organisational and/or technical measures to ensure that these fields are used in accordance with the GDPR. Under no circumstances may the Service Provider be held liable in the event of non-compliant use of these fields.

Article 4. Obligations of the Service Provider, the Data Processor

The Service Provider undertakes to:

- Process personal data for the sole purposes and under the terms and conditions agreed in this Agreement in order to provide the services and perform its obligations under this Agreement
- Process the data in accordance with the Controller's documented instructions. If the Service Provider considers that an instruction constitutes a breach of the regulations on personal data protection, it shall immediately inform the Controller. Furthermore, if the Service Provider is required to transfer data to a third country or an international organisation, under Union law or the law of the Member State to which it is subject, it shall inform the Customer of this legal obligation prior to the processing, unless the relevant law prohibits such notification on important grounds of public interest
- Guarantee the security and confidentiality of personal data processed under this Agreement under the terms and conditions described in the paragraph "Implementation of technical and organisational security measures"
- Take into account, with respect to its tools, products, applications or services, the principles of data protection by design and data protection by default

4.1 Compliance with the instructions of the Customer, the Controller

The Parties agree that, in its capacity as Controller, the Customer retains full responsibility for the Personal Data that is stored in the databases of which it retains full ownership.

In connection with the performance of the Agreement, the Service Provider may be required to process Personal Data on behalf of the Customer as part of the Software Package maintenance, deployment or training operations.

4.2 Support for the Customer regarding compliance with its own obligations

For a fee on a time spent basis, the Service Provider shall, as far as possible:

- Assist the Customer in conducting Data Protection Impact Assessments, where such assessment is necessary;
- Also assist the Customer in conducting the prior consultation of the Data Protection Supervisory Authority;
- Provide the Customer with the necessary documentation to demonstrate compliance with all of its obligations and to enable audits, including inspections, to be conducted by the Controller or another auditor it has mandated, and contribute to these audits.

4.3 implementation of technical and organisational security measures

The Service Provider shall implement the technical and organisational measures necessary to process the Personal Data contained in the Customer's proprietary databases that it may be required to process as part of the maintenance, training or deployment services for the Software Packages it markets.

In particular, the Service Provider undertakes to guarantee the confidentiality of the Data provided by the Customer to the Service Provider in connection with the performance of the services:

- by allowing access to such Data or disclosure thereof only to persons (including its employees, or, where applicable, subcontractors or other service providers, including its own advisers) who justify that their duties require them to have access to such Data or to be sent such Data for the purposes of the performance of the Agreement;
- by explicitly stipulating confidentiality clauses containing the requirements of those provided for by the Service Provider under the Agreement in the contracts binding the Service Provider with such persons who are its employees, or, where applicable, its subcontractors or other service providers, including its own advisers.

Article 5. Subcontracting

The Service Provider may use another subcontractor to carry out specific Processing activities (such as hosting in particular). In this case, it shall inform the Customer in advance in writing of any proposed change concerning the addition or replacement of one or more subcontractors. The Customer has fifteen (15) days from the date it receives this information to put forward its objections. After this period, the Customer shall be deemed to have accepted this change.

The Service Provider shall ensure that the sub-processors have the same sufficient guarantees regarding the implementation of appropriate technical and organisational measures and comply with all of its obligations under the GDPR.

The Service Provider shall remain fully liable with respect to the Customer for any processing carried out by the sub-processor in breach of the obligations herein.

Any refusal to add or replace a subcontractor must be justified in good faith by the Customer.

If the Customer refuses to add or replace a subcontractor, the Agreement may be terminated by the Customer, such termination not being equated under any circumstances with a termination for breach by the Service Provider.

Article 6. Data Subjects' Right to be Informed

It is the Customer's responsibility to provide information to the Data Subjects concerned by the processing operations when data are collected.

The Customer shall compensate the Service Provider in full if the Service Provider is convicted for breaching the regulations arising from the Data Subjects' right to be informed.

Article 7. Notification of Personal Data Breaches

The Service Provider shall notify the Customer of any security breaches and/or Data leaks that have led to a Personal Data breach as soon as possible after becoming aware thereof, by a written email sent to three of the Customer's employees.

Such notification shall be accompanied by any relevant documentation to enable the Customer, if necessary, to inform the competent supervisory authority of such breach, within seventy-two (72) hours after becoming aware thereof.

Article 8 Record of categories of Processing activities

In accordance with Article 30§2 of the GDPR, the Service Provider shall keep a written record of all categories of Processing activities carried out on behalf of the Controller.

Article 9. Data Transfer

The Service Provider undertakes not to allow access to or carry out any transmission, extraction, communication, copy or other transfer, in any form whatsoever, of Personal Data to a recipient located in a State outside the European Union, unless:

- The Customer has given its express written consent in advance;
- the State in which the recipient is located, as well as any other subsequent recipient, is recognised as ensuring an adequate level of protection within the meaning of the GDPR or, failing such recognition, the transfer is governed by appropriate safeguards in the form of standard contractual clauses for the

protection of Personal Data duly validated by the European Commission or by a national protection authority of a Member State, or binding company rules duly approved by the competent national protection authority and;

In connection with the purposes defined above, the Customer agrees to its aforementioned Personal Data being transferred by the Service Provider to its subsidiaries, all located in the European Union for the purposes of performing the Agreement.

Article 10. Data Protection Officer

The Customer is informed that the Service Provider has appointed a data protection officer whose name and contact details are available on the Service Provider's website: www.akanea.com.

Any questions or requests relating to the protection of Personal Data should be sent by email to the following address: donnees.personnelles@akanea.com.

Article 11. Fate of the Data

Once the relevant deployment, training or support service has been completed, the Service Provider undertakes to destroy all Personal Data communicated to it by the Customer for the purposes of providing the service.

The return of the Personal Data shall be accompanied by the destruction of all existing copies in the Service Provider's information systems. At the Customer's request, the Service Provider may justify the destruction in writing.

Article 12. The Customer's internal data

Irrespective of any Service Provision, the Customer is informed that its own internal Data may be processed by the Service Provider as Controller, for the purposes of managing the relationship between the Customer and the Service Provider.

These Data consist of information such as the last names, first names, postal addresses, email addresses and telephone numbers of the Customer's employees and is kept by the Service Provider for the entire duration of the Agreement and for thirty-six (36) months following the end of the Agreement.

User Login and Identification Data are retained by the Service Provider for a maximum period of twelve (12) months. Other Personal Data collected and processed by the Service Provider in order to comply with its legal obligations shall be retained in accordance with applicable law.

In connection with the purposes defined above, the Customer agrees to its aforementioned Personal Data being transferred by the Service Provider to its subsidiaries, all located in the European Union for the purposes of performing the Agreement.