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(iii) In all cases, the Licensee must, at the Editor's request, provide it with a written certificate certifying that the Licensee has carried out the required actions as described above.

### 2. Cloud Services

Upon termination, the Licensee's access to Cloud Services will cease. The Licensee may request a copy of its data within thirty (30) days of termination in a commonly used machine-readable format. After this period, the Editor will delete all Licensee Data in accordance with its data retention policy.

## EXCLUSION

Nothing in the Licence or this End User Licence Agreement shall be construed as:

- guaranteeing that the rights granted to the Licensee under the Licence have a perpetual validity period, whether under trademark law or other Intellectual Property Rights relating to the Software;

- guaranteeing to the Licensee that the Software will not be the subject of any infringement or unfair competition action taken by a third party concerning a patent, trademark, trade secret, copyright or any other Intellectual Property Right;
- implying an obligation for the Editor to file a patent application and/or any other Intellectual Property Right relating to the Software and/or to take infringement actions against third parties with respect to the Intellectual Property Rights of which the Editor is the owner or holder;
- implying an obligation for the Editor to provide improvements to the Software for the Licensee;
- guaranteeing to the Licensee that the Software Licence can be used by any Affiliate or branch of the Licensee; or
- guaranteeing that the Software is suitable or sufficient for the Licensee's needs or for the purposes for which the Licensee uses the Software.

#### **FORCE MAJEURE – UNFORESEEABILITY**

The Editor shall not be held liable for failure to meet one of its contractual obligations due to the occurrence of a force majeure event. In addition to those cases which are typically considered by French law to be cases of force majeure, strikes that are total or partial, within or outside the company, storms, earthquakes or other natural disasters, fires, floods, epidemics and the blockage of means of transport or supply or communication, Internet service disruptions, denial-of-service attacks and other unforeseen events beyond the Editor's reasonable control that may impact Software availability shall specifically be deemed to be cases of force majeure. The occurrence of a force majeure event may in no case be claimed by the Licensee as grounds for suspending its obligations. If, as a result of a force majeure event, the Editor suspends its contractual obligations for a period in excess of three (3) months, then the Agreement shall be automatically terminated, unless otherwise agreed by the Parties, with neither party being responsible therefor.

The Editor may request that price conditions for the Licence be renegotiated or may

automatically terminate the Licence if unforeseeable difficulties arise during the performance of the Agreement requiring that the Editor mobilise resources that are out of all proportion to the price paid for the Licence.

#### **CONFIDENTIALITY**

Each Party may receive confidential information of the other Party in connection with the provision or use of the Software or Cloud Services. Each Party undertakes to protect such confidential information with at least the same degree of care it applies to its own confidential information, but in any event not less than reasonable care, and to use it solely for purposes of performing this End User Licence Agreement.

The technology and know-how embedded in the Software, the Documentation, the hardware media provided with the Software, the services, the information and any other deliverable and/or technology embedded therein, as well as all Industrial and Intellectual Property Rights relating thereto, must be considered by the Licensee as strictly confidential.

Consequently, the Licensee shall refrain from disclosing them to any third party whatsoever.

This non-disclosure obligation shall apply for the entire Software Licence validity period and for a further period of five (5) years after the Licence expires.

#### **PROCESSING PERSONAL DATA**

The Licensee is informed that personal data concerning it shall be collected and processed by the Editor in accordance with legal provisions and Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (General Data Protection Regulation). In the course of performing the Licence or the separate agreement the subject matter of which includes the granting of the Licence pursuant to this End User Licence Agreement, the Company (in its own name or in the name and on behalf of the Author) or the Licensee may be required to process business contacts and appropriate information relating to employees or representatives of one or other of the Parties. In so doing, the Company or

the Licensee, in their capacities as data controllers, must comply with applicable laws and regulations relating to the protection of personal data, including the General Data Protection Regulation (GDPR).

When the Company is a data controller meaning that the Company is responsible for deciding how and why personal information is collected, stored, and used; the Privacy Notice applies:

<https://www.ige-xao.com/en/igexao-data-protection-policy/>.

When the Company is a processor, meaning that the Company processes personal data on the Licensee's behalf, the Data Processing Amendment for Cloud Services applies (see Appendix 2).

## **MISCELLANEOUS PROVISIONS**

### Modification of the applicable conditions

Any changes to the terms and conditions or scope of the Licence may only apply after both Parties have signed an amendment to the Delivery Note or, as the case may be, to the special terms and conditions applicable between the Licensee and the Distributor.

The Editor shall inform the Licensee, by any means at the Editor's discretion, of any new version of this End User Licence Agreement. Any further use of the Software by the Licensee shall imply agreement by the Licensee to the new version of this End User Licence Agreement. If the Licensee does not agree to the new version of the End User Licence Agreement, it may choose to cease using the Software and terminate the corresponding Licence by informing the Editor immediately and in writing at the following address: [invoicing@etap.com](mailto:invoicing@etap.com).

### Subcontractors and Third-Party Products

The Editor reserves the right to use third parties (e.g. subcontractors) for the providing of any product or service to be provided under this Agreement, and Customer hereby consents to such use and if applicable any (additional) terms and conditions imposed by any of such third parties.

### Nullity

Should one of the conditions in this Licence be deemed to be invalid with respect to a rule of law or a law in force, it shall be deemed not to be written, however, the other stipulations shall retain their force and scope.

### Assignment

The Licensee shall refrain from assigning or transferring, in any form whatsoever, in whole or in part, the Licence or all or part of its rights and obligations arising from this End User Licence Agreement to any third party whatsoever, without the prior written consent of the Editor.

The Editor reserves the right to assign or transfer the Licence granted to the Licensee and/or all or part of its rights and obligations arising from this End User Licence Agreement to any of its Affiliates without the need for the Licensee's prior consent.

### Waiver

Unless specified otherwise in the terms and conditions of this End User Licence Agreement, in the event of the Editor not demanding enforcement of any one of the provisions herein, the Editor shall in no case be deemed to waive its entitlement to subsequent enforcement of the said provision.

### Language

This End User Licence Agreement and the Licence shall be drawn up in the language of the Editor.

If this End User Licence Agreement were to be translated into a language other than French, only the version in French shall be binding on the Parties.

### Reference

For the purposes of its internal or external communication, the Editor may cite the Licensee's company name as being part of the legal entities to which the Editor has granted a Software Licence.

## **GOVERNING LAW AND JURISDICTION**

This End User Licence Agreement, as well as any Licence granted to the Licensee, shall be governed by French law.

The Courts of Toulouse (France) shall have exclusive jurisdiction to hear and settle any dispute arising from this End User Licence Agreement and/or from any Licence granted to the Licensee. However, the Licensee acknowledges that in the event of a dispute or claim relating to the Editor's Intellectual Property Rights, the Editor shall be entitled to refer the dispute or claim to any other competent court. Similarly, the Licensee acknowledges that the jurisdiction assigned to the Toulouse (France) Courts shall not prevent any protective measures or emergency proceedings that the Editor is required to take before any other competent court in order to protect all of its Intellectual Property Rights.

#### **ENTIRETY AND PRIMACY**

The Licensee acknowledges it has read the provisions of this End User Licence Agreement and declares that it accepts the terms and conditions thereof. This End User Licence Agreement and the Licence granted under it constitute the entire agreement between the Licensee and the Editor regarding the rights granted to the Licensee with respect to the Software and supersede and cancel all previous written and verbal proposals and commitments made between the parties relating to the same subject matter.

In the event of any discrepancy between the provisions of this End User Licence Agreement and the provisions of any Licence, the provisions of this Agreement shall have precedence.

END OF DOCUMENT

## **APPENDIX 1: SERVICE LEVEL TERMS**

### **1. Definitions.**

The following capitalised terms used in this Appendix have the respective meanings specified below:

“Cloud Service Credit”: means a reduction to the Charges as a result of a failure of a Service to meet the Cloud Service Levels as set out in this Agreement.

“Service Availability”: means the availability of the cloud platform in production environment essentially for the usage of Cloud Services by the Licensee. Issues that do not materially impair the Licensee’s ability to access and use the Cloud Services do not count.

“Excluded Events”: means Scheduled Downtime and Emergency Downtime and issues (i) caused by factors / events outside of the Editor’s direct control, including but not limited to, the failure or lack of availability of third-party cloud services upon which the Cloud Services depend, denial of service or similar attacks, Internet availability, and other events or Force Majeure events, (ii) that result from any actions or inactions of Licensee or any third party, (iii) that result from Licensee’s equipment, software or other technology and/or third party equipment, software or other technology and/or (iv) arising from the Editor’s suspension and termination of Licensee’s right to use the Cloud Services in accordance with this Agreement.

“Downtime”: means unavailability of the Cloud Services in the production environment, excluding Excluded Events.

“Scheduled Downtime”: means the period of time when the Cloud Services are unavailable because of network changes, hardware or maintenance activities or upgrades.

“Emergency Downtime” means those times when the Editor or a third party becomes aware of a security or other vulnerability that the Editor deems to require prompt remediation and, as a result, the Cloud Services are temporarily made unavailable in order for the Editor to remediate the security or other vulnerability.

“Business Day”: means any day other than a Saturday, Sunday, or public holiday in France.

## **2. Cloud Service Levels**

### **2.1. Service Availability**

Subject to the compliance by Licensee's performance of its obligations under this Agreement, the Editor shall use commercially reasonable efforts to provide the Licensee the following average Service Availability per calendar month ("One nine" availability by default):

Service	Service Availability level
Caneco Electrical	90.0%
Cosmos Parts Catalog	90.0%
Cosmos Manage	90.0%
Etap Access	90.0%

**2.1.1.** Service Availability is calculated per calendar month as follows:

$$\frac{(\text{Total Minutes} - \text{Excluded Events} - \text{Downtime (in minutes)})}{(\text{Total Minutes} - \text{Excluded Events})} \times 100.$$

**2.1.2.** The Editor may change the Service Availability from time to time but will provide thirty (30) Business Days' prior notice to the Licensee before the Editor makes any material change to a Service Availability level.

### **2.2. Service Credits**

If in any calendar month, the Editor does not meet the Service Level for Service Availability then the Licensee shall notify the Editor in writing within twenty (20) Business Days of the end of the calendar month in which the Editor failed to meet the Cloud Service Level for such Service such notice in writing to:

- describe the failure to meet the Cloud Service Level for the Service Availability in sufficient detail and clarity to enable the Editor to assess such failure; and
- include the dates and times of any Downtime of the Service in order for the Editor to verify such Downtime of the Service.

**2.2.1.** If the Licensee fails to submit the written notice in accordance with paragraph 2.2 above, then the Licensee waives its right to receive the Cloud Service Credit for the calendar month in which the Editor failed to meet the Cloud Service Level for Service Availability.

**2.2.2.** If, pursuant to the Licensee's written notice in accordance with paragraph 2.2 above, the Editor, acting reasonably, calculates that a Cloud Service Credit is due and paragraph 2.2.7 does not apply, the Editor shall credit the Licensee with a Cloud Service Credit and such Cloud Service Credit shall, in the Editor's absolute discretion be either:

- a deduction from the amount due from the Licensee to the Editor in the next invoice due to be issued under this Agreement for the Cloud Services; or
- a credit note against a previous invoice paid by the Licensee.

**2.2.3.** The Editor shall calculate the applicable Cloud Service Credits for a specific calendar month as follows:

Percentage that Service Availability falls below the Cloud Service Level	Cloud Service Credit
Less than two percent (2%) below the Cloud Service Level	Ten percent (10%) of the monthly Charges for the affected Cloud Service
Two percent (2%) to five percent (5%) below the Cloud Service Level	Twenty percent (20%) of the monthly Charges for the affected Cloud Service
More than five percent (5%) below the Cloud Service Level	Fifty percent (50%) of the monthly Charges for the affected Cloud Service

**2.2.4.** The Service Credit shall be calculated against the Charges paid by the Licensee for the calendar month in which the Cloud Service Level was not achieved and only in respect of the affected Cloud Service.

**2.2.5.** The maximum Service Credit that the Editor shall pay to the Licensee for failure to meet the Cloud Service Level for any calendar month is fifty percent (50%) of the Charges for the affected Cloud Service for that calendar month.

**2.2.6.** Cloud Service Credits are not refundable, have no cash value, and may only be applied as expressly set out in this Section 2.2.

**2.2.7.** The Editor's obligation to pay the Cloud Service Credit shall not apply where the Editor has failed to meet the Cloud Service Level because:

- the Cloud Services were not available due to scheduled or emergency maintenance of the Cloud Services or a Cloud Service;
- the Editor has prevented access to a Cloud Service because of a technology or other security concern relating to the Editor, the Licensee or the Editor's other Licensees;
- of a failure of the Licensee IT System or any other hardware or software not managed or controlled by the Editor;
- of a failure caused by a Force Majeure Event; and
- of a breach of the Agreement by the Licensee.

**2.2.8.** The parties agree that any such Cloud Service Credits have been calculated as, and are, a genuine pre-estimate of the loss likely to be suffered by the Licensee and that the Cloud Service Credits are the Licensee's sole and exclusive remedy if the Editor fails to meet the Cloud Service Levels.

**2.2.9.** The Editor shall use commercially reasonable efforts to notify Licensees within seventy-two (72) hours prior to any Scheduled Downtime and shall notify Licensees of any Emergency Downtime as soon as reasonably practicable.

## **APPENDIX 2: DATA PROCESSING AMENDMENT FOR CLOUD SERVICES**

This Data Processing Amendment for Cloud Services (this “Amendment”) is an amendment to the EULA regarding the use and/or access to the Cloud Services (the “Agreement”) between the Licensee (or “Controller”) and the Editor (or “Processor”). This Amendment shall be effective as of the Effective Date. In consideration of the obligations of each Party set out in this Amendment, the Parties agree as follows:

### **1. Definitions**

The following capitalised terms used in this Amendment have the respective meanings specified below:

**“GDPR”**: means the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (General Data Protection Regulation) and any national implementing laws as amended or updated from time to time.

**“Processing”**: means, according to GDPR, any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction. “Process”, “processes” and “processed” will be interpreted accordingly.

**“Licensee Personal Data”**: means the Personal Data (but excluding any special category personal data as defined in Art 9 GDPR and criminal data as defined in Art 10 GDPR) which forms part of Licensee Data that is uploaded into the Software as Licensee Data by Licensee or which is otherwise Processed by the Editor as a Processor on behalf of Licensee as a Controller.

**“Data Subject”**: means identified or identifiable natural person to which the Personal Data are related.

**“Personal Data Breach”**: means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Licensee Personal Data transmitted, stored or otherwise processed.

**“Controller”**: means the natural or legal person, public authority, department or body which determines the purposes and means of the processing.

**“Processor”**: means the natural or legal person, public authority, department or other body which processes personal data on behalf of the Controller.

**“Sub-processor”**: means any third-party engaged by the Editor to process Licensee Personal Data.

**“Editor Security Standards”**: means the security standards stated in Appendix 1 to the Appendix below.

### **2. Scope and Roles**

**2.1.** This Amendment is in addition to, and does not relieve, remove or replace, a Party's obligations under GDPR and other applicable data protection legislations.

**2.2.** This Amendment applies when the Licensee acts as “Controller” and the Editor acts as “Processor”.

- Contact details of Controller:

Name DPO (if applicable):

Email address:

(Reporting) Data breach email address:

Phone:

- Contact details of Processor:

The contact details for privacy related issues are

Email:

Phone:

Or as specified in the Order Form or other agreed in writing between the Parties.

**2.3.** The Editor will not access or use Licensee Personal Data, except as necessary for the purpose set out in the Agreement, unless required to do otherwise by applicable law, in which case the Editor shall provide prior notice to the Licensee unless prohibited from doing so by law.

<b>2.4.</b> Details of Processing carried out by the Editor Scope	Processing of the Licensee Personal Data pursuant and to perform its obligations under the Licence and this End User Licence Agreement.
Nature of Processing	Transfer, compute, storage, hosting and such other processing activities that are required to provide and support the Software / Services and as otherwise set out in the Agreement or specified by the Licensee.
Purpose of Processing	The performance of the Agreement between the Editor and the Licensee.
Duration of the Processing	The term of the Agreement, or as required to make relevant Licensee Personal Data available to Licensee, or such other period as required by applicable law including GDPR, whichever is longer.
Retention Period	As necessary for performance of obligations under the Agreement or as required by applicable law including GDPR, whichever is longer.
Types of Personal Data	Licensee Personal Data (as defined above) which may include but not be limited to name, work contact information (email address, phone number), job title, and location (e.g. IP address).
Categories of Data Subjects	Individuals whose Personal Data has been provided by the Licensee or on behalf of the Licensee to the Editor.

**2.5.** Without prejudice to the generality of Section 2.1, the Licensee shall ensure that it has a legal basis for Processing, including having obtained all necessary and appropriate consents and provided all notices to the relevant individuals, to enable the lawful transfer of the Licensee Personal Data to the Editor for the duration and purposes of the Agreement.

**2.6.** The Parties agree that the Agreement (including this Amendment) and the Order Form constitute the Licensee's documented instructions for the Editor to undertake the Processing of Licensee Personal Data. The Editor shall process the Licensee Personal Data only on the written instructions of the Licensee (as detailed in Section 2.5 above, the Agreement and the Order Form) unless the Editor is otherwise required by applicable laws including applicable data protection legislation (in which case such Processing shall be carried out upon notice to the Licensee, where permitted by applicable law).

### **3. Confidentiality**

**3.1.** The Editor shall not publish, disclose or divulge any Licensee Personal Data to any third party (save for Sub-processors appointed pursuant to Article 7.2 herein) without the Licensee's prior written consent (such approval not to be unreasonably withheld or delayed), unless disclosure is required by applicable data protection legislation or by any court or other authority of competent jurisdiction, provided that and to the extent lawfully permitted before making such communication the Editor provides notice to the Licensee and such communication must not reference the Licensee (unless legally required to do so).

**3.2.** The Editor shall ensure that all personnel who have access to and/or Process Licensee Personal Data are obliged to keep the Licensee Personal Data confidential.

### **4. Security**

The Editor shall ensure that it has in place appropriate technical and organisational measures, to protect against unauthorised or unlawful Processing of Licensee Personal Data and against accidental loss or destruction of, or damage to, Licensee Personal Data, appropriate and proportionate to the harm that might result from the same, having regard to the state of technological development and the cost of implementing any measures which shall include the Editor's technical and organisational security measures.

### **5. Editor obligations**

The Editor shall, in relation to any Licensee Personal Data Processed in connection with the performance by the Editor of its obligations under the Agreement:

**5.1.** Process Licensee Personal Data only to the extent necessary to provide and support the Software;

**5.2.** Taking into account the nature of the Processing and the information available to the Editor, reasonably assist the Licensee, at the Licensee's cost, in responding to any compliant request from a Data Subject under applicable data protection legislation and in reasonably assisting its compliance with its obligations under the applicable data protection legislation with respect to security, breach notifications, impact assessments and consultations with or requests by supervisory authorities or regulators, as applicable;

**5.3.** On termination of the Agreement, delete or return Licensee Personal Data and copies thereof to the Licensee unless required by applicable law including applicable data protection legislation to continue to store the Licensee Personal Data (in which case the Editor shall retain the same as required by applicable law and its confidentiality obligation under the Agreement) for the Retention Period; and;

**5.4.** Make reasonably available to the Licensee on reasonable notice all information necessary to demonstrate the Editor's compliance with its obligations under this Article 5 and subject to the Editor's reasonable security procedures, business and operational requirements and the Editor's confidentiality obligations, allow for audits, including inspections, conducted by the Licensee its supervisory authority or regulator, at Licensee's own cost and expense, upon Licensee giving the Editor prior written notice of no less than thirty (30) days of its intent to conduct such audit or inspection. For the avoidance of doubt, such audit and inspection shall only be for the purposes of determining the Editor's compliance with its obligations under this Data Processing Amendment.

## **6. Data Breach Notification**

**6.1.** The Editor shall notify the Licensee without undue delay on becoming aware of a Personal Data Breach. The Data Breach Notification will be delivered to the Licensee by the Editor by any means, including by email. The Licensee is responsible for the accuracy of contact information provided to the Editor.

**6.2.** The Licensee agrees that:

- (i) The Licensee is responsible for notifying the data breach to the competent authority within 72 hours, if notification to the competent authority is necessary pursuant to article 33 paragraph 1 of the GDPR; and
- (ii) The Editor's obligation to report or respond to a Personal Data Breach is not and will not be construed as an acknowledgement by the Licensee of any fault or liability of the Editor with respect to the Personal Data Breach.

## **7. Sub-processors.**

**7.1.** The Licensee agrees that the Editor may appoint Sub-Processors of Customer Personal Data under the Agreement, provided that:

**7.1.1.** (i) The Licensee has provided its prior written consent for appointment of such Sub-Processor; or (ii) Sub-Processor is an Affiliate of the Editor or identified Editor's list of Sub-Processors as specified at Article 7.2 below or otherwise notified by the Editor to the Licensee and as updated by the Editor from time to time and notified to the Licensee;

**7.1.2.** The Licensee may reasonably object in writing to use of a Sub-Processor, and shall describe its reasons for the objection, and may request reasonable corrective steps to be taken;

**7.1.3.** If the Licensee reasonably objects to the use of a Sub-processor, the Licensee shall set out for the Editor its reasons for the objection and the Parties shall use reasonable commercial efforts to address the objection. If the Editor is unable to reasonably address the objection, the Editor may cease to provide, or the Licensee may agree not to use (temporarily or permanently), the particular aspect of the Service or Product that would involve the use of the Sub-Processor for the Processing of Customer Personal Data. Termination rights, as applicable and agreed in the Agreement, shall apply accordingly;

**7.1.4.** The Editor shall ensure that every arrangement between (a) the Editor and (b) a Sub-Processor:

(i) shall be governed by a written agreement incorporating terms which are substantially similar to those set out in this Amendment. The Editor acknowledges and agrees that it remains liable to the Licensee for any breach of the terms of this Data Processing Amendment by any Sub-Processor; and

(ii) if the arrangement involves a transfer of Licensee Personal Data from the European Economic Area, the Editor shall ensure that the transfer is either to a jurisdiction determined by relevant authorities to have an adequate level of protection, or subject to appropriate safeguards, and on condition that enforceable data subject rights and effective legal remedies for data subjects are available. The Editor warrants that Standard Contractual Clauses (see Appendix 2 of this Amendment) will apply to ensure compliance with the provisions of the GDPR.

## **7.2. Editor's list of Sub-Processors**

The Editor's Sub-processors are listed hereinafter:

- Auth0
- Matomo
- Microsoft
- Quizbox
- Sentinel

## **8. Liability**

The limitations on liability set out in the Agreement apply to all claims made pursuant to any breach of the terms of this Amendment or the GDPR.

## **9. Conflict**

Except as amended by this Addendum, the Agreement will remain in full force and effect. If there is a conflict between the Agreement and this Addendum on the subject matter of this Addendum, the terms of this Addendum will control.

## **10. Data return - data destruction**

Upon the expiration or termination of the Agreement, unless otherwise instructed by the Licensee, the Editor makes available to Licensee Data received from the Licensee and all data obtained or generated in connection with the Software / Services (including Personal Data). After a prior agreed period, the Editor will destruct all data of the Licensee, including files, databases and backups, and give proof of such destruction to Licensee within thirty (30) days from such destruction.

## **11. Applicable Law - Disputes**

This Amendment shall be subject to the same terms and conditions as the Agreement as regards the applicable law and the resolution of disputes.

## **APPENDIX 1 TO DATA PROCESSING AMENDMENT FOR CLOUD SERVICES: EDITOR SECURITY STANDARDS**

This Appendix describes the technical and organizational security measures and procedures that the Editor shall, as a minimum, maintain to protect the security of the Licensee's data created, collected, received, or otherwise obtained, including Personal Data. The Editor will keep documentation of technical and organizational measures identified below to facilitate audits and for the conservation of evidence.

### **1. Information Security Program**

The Editor will maintain an information security program (including the adoption and enforcement of internal policies and procedures) designed to (a) secure Personal Data against accidental or unlawful loss, access or disclosure, (b) identity reasonably foreseeable and internal risks to security and unauthorized access to Personal Data, and (c) minimize security risks, including through risk assessment and regular testing. The Editor will designate one or more employees to coordinate and be accountable for the information security program. The information security program will include (but not limited to) the following measures:

#### **1.1. Access control**

The Editor's employees, contractors and any other persons entitled to perform the Services are only able to access the Personal Data within the scope and to the extent covered by its access permission (authorization). All services are secured with a login and a password. Licensee has the possibility to adjust the password policy, e.g. the minimum password length and complexity of the password.

#### **1.2. Network security**

The Editor's infrastructure will be electronically accessible to Editor's employees, contractors and any other persons as necessary to provide the Services. Editor will maintain access control and policies to manage what access is allowed to the infrastructure from each network connection and user, including the use of firewalls or functionally equivalent technology and authentication controls. The Editor will maintain corrective action and incident response plans to respond to potential security threats.

#### **1.3. Encryption of all data**

Data created, collected, received, or otherwise obtained is fully encrypted. In case of a data breach the data is not readable for a third party.

#### **1.4. Pseudonymisation of Personal Data**

Personal Data created, collected, received, or otherwise obtained is pseudonymised.

#### **1.5. Editor's human resource**

The Editor's employees are made aware of cyber security issues, including data protection and annual awareness and training program is mandatory.

#### **1.6. Supplier relationship**

The Editor will monitor its suppliers by reviewing the audit reports made available by the suppliers. When deemed needed by the Editor, other methods will be used to monitor the information security compliance. In case of non-compliance, the supplier will be contacted by the Editor to address the issue and find a solution.

### **1.7. Disaster Recovery**

The Editor will maintain a disaster recovery plan for its Cloud solution in a way so it will limit the chance of downtime for the Licensee. The disaster recovery plan is tested regularly.

### **2. Continued Evaluation**

The Editor will conduct periodic reviews of the security of its infrastructure and adequacy of its information security program as measured against industry security standards of the Editor's choice.

### **3. Licensee's responsibility**

The Licensee is responsible for the use of the application(s) made available by the Editor.

### **4. Data Secrecy**

The Editor shall commit staff entrusted with the processing of personal data hereunder in written form to keeping any personal data strictly confidential and not to use such personal data for any other purposes except for the provision of the Software to the Licensee. The Editor will further instruct its staff regarding the applicable provisions on data protection.

### **5. Data Breach Notice**

The Data Processor shall notify the Data Controller of any violations of the protection of Personal Data, providing at least the following information:

- A description of the nature of the violation, the categories concerned, and the approximate number of individuals and data sets affected;
- The name and contact details of a contact partner for further information;
- A description of the likely consequences of the violation;
- A description of the steps taken in order to rectify or alleviate the violation.

**APPENDIX 2 TO DATA PROCESSING AMENDMENT FOR CLOUD SERVICES:  
STANDARD CONTRACTUAL CLAUSES**

In respect of Personal Data that is protected by the GDPR, the EU Standard Contractual Clauses (“EU SCCs”) as approved by the European Commission in the form set out in Commission Implementing Decision (EU)2021/914 of 4 June 2021 will apply for any Restricted Transfers (as defined in GDPR). These EU SCCs are incorporated by reference and are completed as follows:

- i. Module 2 applies;
- ii. in Clause 7, the optional docking clause will not apply;
- iii. in Clause 9, Option 2 will apply. The data importer shall specifically inform the controller in writing of any intended changes to that list through the addition or replacement of sub-processors at least thirty (30) days in advance, thereby giving the controller sufficient time to be able to object to such changes prior to the engagement of the sub-processor(s);
- iv. in Clause 11, the optional redress language will not apply;
- v. in Clause 17 the governing law shall be French law;
- vi. in Clause 18(b), disputes shall be resolved before the courts of France ; and
- vii. in all cases the Parties satisfy any signature requirement in “Annex 1: List of Parties” to the EU SCCs by the execution or acceptance of Licensee and Editor to the binding Agreement effective between the Parties.