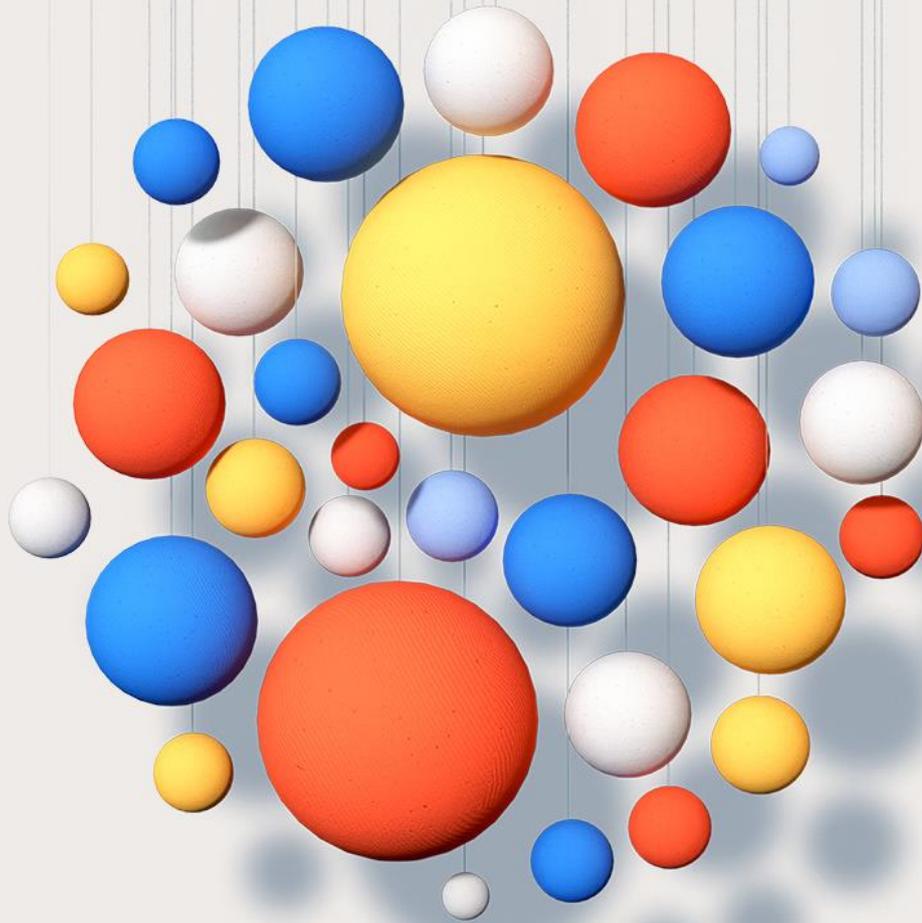


cegid



AMENDMENT GDPR

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About this document

This document is composed of:

1. The Information note relating to the amendment taken in application of regulation (EU) 2016/679 on personal data protection (« GDPR »)
2. The Amendment taken in application of GDPR
3. Appendix “Data Protection policy “

AMENDMENT TAKEN IN APPLICATION OF REGULATION EU 2016/679 ON THE PROTECTION OF PERSONAL DATA (« GDPR ») INFORMATION NOTE
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INTRODUCTION

On 25 May 2018, the existing laws that regulate the processing of personal data in Europe will change. The Data Protection Directive (95/46/EC) and much national legislation enacted pursuant to it will be replaced by the General Data Protection Regulation EU 2016/679 (the “GDPR”). The GDPR introduces significant changes to data protection obligations imposed on organizations.

Article 28 paragraph 3 of the GDPR states that processing by a processor shall be governed by a contract that sets out data protection clauses.

The purpose of the present amendment is to:

- Modify all the signed and active contract(s) between Cegid SAS and your company in relation to SaaS services, software with associated services (assistance...) or any other service and/or performance where Cegid processes personal data on behalf of your company, in order to comply with the provisions of the GDPR;
- Add clauses on data protection in application of the GDPR.

This amendment is composed of:

- **Appendix** “Data Protection policy”

HOW TO SIGN THIS AMENDMENT?

1. Fill in information relating to your company on the first page of the amendment.
2. Fill in information relating to the signatory and the date of signature on the second page of the amendment.
3. Sign the amendment and send it (including appendix) to dataprivacy@cegid.com. When sending email, please provide your client number (which could be found out on bills, purchase order, delivery note...).

AMENDMENT TAKEN IN APPLICATION OF REGULATION EU 2016/679 ON THE PROTECTION OF PERSONAL DATA (GDPR)
BETWEEN

Cegid SAS, French simplified joint stock company (Société par Actions Simplifiée) with share capital of 18 606 860 euros, having its head office and its principal place of business located at 52 Quai Sédallian 69279 Lyon Cedex 09, registered in the Lyon Corporate and Trade Register (RCS) under n° 410 218 010,

Duly represented by **Laurent BLANCHARD** acting as **Chief Operating Officer**,

Hereinafter referred to as « **Cegid** »;

AND

_____, company [...] with share capital of [...] euros, having its head office and its principal place of business located at [...], registered in [...] under No [...],

Duly represented by [...] acting as [...], |

Hereinafter referred to as the « **Client** »;

The Client and Cegid hereinafter referred individually as a « **Party** » and collectively as « **Parties** ».

PREAMBLE

On 25 May 2018, the existing laws that regulate the processing of personal data in Europe will change. The Data Protection Directive (95/46/EC) and much national legislation enacted pursuant to it will be replaced by the General Data Protection Regulation EU 2016/679 (the “GDPR”). The GDPR introduces significant changes to data protection obligations imposed on organizations.

Article 28 paragraph 3 of the GDPR states that processing by a processor shall be governed by a contract that sets out data protection clauses.

ARTICLE 1 – OBJECT OF THE AMENDMENT

The purpose of the present amendment is to:

- Modify all the signed contracts that are in effect between Cegid and the Client in relation to SaaS services, software package along with its associated services or any other service and/or performance provided by Cegid for which Cegid processes personal data (hereinafter the « Agreements ») in order to comply with the provisions of the GDPR;
- Agree on contractual data protection clauses in application of the GDPR.

Hence, the present amendment invalidates and replaces the existing data protection related dispositions in the Agreements.

APPENDIX “DATA PROTECTION POLICY”

This Appendix applies to the processing of Personal Data (as defined in section 1 below) related to all services provided by Cegid (the “**Service**”) under the Agreements.

1. DEFINITIONS

In the present Appendix, the capitalized terms and expressions, whether in singular or plural, have the following meaning:

Applicable Law: Means the European Union Regulation 2016/679 from the European Parliament and the council on April 27th, 2016, related to the protection of the Personal Data of physical persons and the free circulation of that Personal Data, this regulation, repealing the Directive 95/46/CE (the “GDPR”), and the French law n°78/17 from January 6th, 1978 as modified.

Client Data: Means information and data (including Personal Data), of which the Client is the owner and/or controller and that the Client enters, fills in, transmits, collects, stores and or processes in connection with performance of the Agreement.

Documentation: Means the information made available by Cegid describing the methods for use of the Service, in the form of user documentation accompanying the Service and/or online help.

Personal Data: Means to the personal data of data subject as defined in the Applicable Law that the Client processes in the context of the Contract.

Terms of Service: Means the document describing the specific conditions related to content, limitations, term, Support, performance and invoicing applicable to the Service. The Terms of Service may be updated pursuant to Clause “Amendments of Terms of Service” and the latest version of the Terms of Service is accessible at all times on Cegid website <http://www.cegid.com/en/terms-and-conditions/> or any other website address notified by Cegid. The Terms of Service prevail over these terms and conditions, except expressly provided herein.

The provisions of this Appendix apply to the processing of Personal Data carried out under the Agreement.

2. GENERAL PRINCIPLES

2.1. Under the provisions of the Applicable Law and in the execution of the Agreement:

- the Client acts as controller of Personal Data or, where appropriate, as processor of its clients;
- Cegid acts as processor only on behalf of and according to the documented and lawful instructions of the Client.

2.2. The Parties recognize that the achievement of the purpose of the Contract and, if the Contract concerns a SaaS solution, the use of the Service and its functionalities in accordance with its Documentation, constitute the documented instructions of the Client.

All additional instructions of the Client shall be in writing, specify the concerned purpose and the required operation. The implementation of any additional instructions will be subject to the acceptance by the Client of the quotation issued by Cegid if these additional instructions exceed the contractual obligations of Cegid as processor or those imposed by the Applicable Law.

Cegid undertakes to inform the Client by any means within five (5) days from the acknowledgement by Cegid of the instruction if, this instruction constitutes a violation of the Applicable Law. Cegid reserves the right not to implement the instructions that do not comply with the Application Law.

2.3. The Client acknowledges that it has the exclusive control and knowledge, including the origin, of the Personal Data processed in the performance of the Contract. The Client guarantees compliance with all its obligations as controller or, where appropriate, processor.

2.4. Unless the Applicable Law requires the storage of Personal Data, Cegid will delete the Personal Data and any copies at the expiration of the Agreement under the conditions mentioned in the Agreement.

2.5. Subject to notification of the Client as described in article 5 « Subprocessing » of this Appendix, Cegid may transfer the Personal Data for the performance of the Agreement. In any case, Cegid cannot transfer the Personal Data, without implementing the appropriate safeguards according to article 46 of the GDPR, outside:

- the European Union, or
- the European Economic Area, or
- a third country recognised by the European Commission as ensuring an adequate level of protection in application of the Applicable Law.

2.6. Cegid commits to maintaining a record of the processing activities as defined in article 30.2 of the GDPR as processor.

3. SECURITY OF PERSONAL DATA

3.1. Pursuant to article 32.1 of the GDPR, the Client recognizes that Cegid implements appropriate technical and organisation measures in order to guarantee a level of security appropriate to the risks. The means implemented by Cegid are listed in a dedicated document and the latest version is at the disposal of the Client upon request.

In accordance with the Applicable Law, the Client is committed to implementing the appropriate technical and organisation measures in order to guarantee a level of security appropriate to the risks as data controller.

3.2 If the Agreement concerns a SaaS solution, it is understood that Cegid is responsible for the security of the Service only for matters falling within its control. Therefore, the Client remains responsible for the security and the confidentiality of its systems and its policy of access to the Service. It is its responsibility to make sure that the usages and the configuration choices of the Service at its disposal comply with the requirements of the Applicable Law. It is understood that Cegid is under no obligation to protect personal data which are stored or transferred outside the Service by the Client or by Cegid on the instructions of the Client and outside the strict execution of the Service.

3.3 Cegid ensures that its employees authorized to process Personal Data are committed to respecting the confidentiality, as provided under the Agreement.

4. COOPERATION WITH THE CLIENT

4.1. Cegid shall inform the Client without undue delay after reception, of any investigation, request or complaint addressed to Cegid by any data subject concerned by the processing of its Personal Data performed in the context of the Agreement.

As controller, the Client remains responsible of the response to be provided to such data subject and Cegid undertakes not to answer such requests. Nevertheless, taking into account the nature of the processing of the Personal Data, Cegid undertakes, by appropriate technical and organisational measures and insofar as this is possible, to help the Client for the fulfilment of its obligation to respond to such requests.

4.2. Upon written request of the Client, Cegid provides the Client, at the expense of the latter if the request exceeds Cegid's contractual obligations as processor or those imposed by the Applicable Law, with any significant information within its possession in order to help the Client with the requirements of the Applicable Law, including privacy impact assessments related to Personal Data protection carried out by and under the sole responsibility of the Client, as well as prior consultations with the competent control authority which may arise.

5. NOTIFICATION OF PERSONAL DATA BREACHES

5.1. Cegid shall notify the Client without undue delay after becoming aware of any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data transmitted, stored or otherwise processed.

5.2. Cegid shall provide the Client without undue delay following the notification of the Personal Data breach and where possible, with the following information:

- the nature of the breach;
- the categories and the approximate number of data subjects affected by the breach;
- the categories and the approximate number of Personal Data records concerned;
- describe the likely consequences of the personal data breach;
- the description of the measures taken or proposed by Cegid in order to address the Personal Data breach, including, where appropriate, measures to mitigate its possible adverse effects.

6. SUBPROCESSING

6.1. The Client authorises Cegid to engage sub-processors in order to carry out processing activities of Personal Data on behalf of the Client necessary for the execution of the Agreement.

6.2. Cegid undertakes to engage sub-processors that provide sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the processing will meet the requirements of the Applicable Law.

6.3. Cegid undertakes to contractually impose its sub-processors a level of obligation on Personal Data protection at least equivalent to the one set down in the Agreement and the Applicable Law. Cegid shall remain fully liable to the Client for the performance of that sub-processor's obligations.

6.4. Cegid undertakes to only engage a sub-processor:

- established in a member state of the European Union or the European Economic Area, or
- established in a third country recognised by the European Commission as ensuring an adequate level of protection in application of the Applicable Law, or
- with the appropriate guarantees pursuant to article 46 of the GDPR.

6.5. The list of Cegid's sub-processors is provided upon a written request of the Client. Cegid undertakes to inform the Client of any addition or replacement of sub-processors as soon as possible.

The Client may formulate its objections in writing within ten (10) business days from the reception of the information. The Client recognises and accepts that the absence of objection within this period constitutes the acceptance of the sub-processor.

In case of objection, Cegid shall provide the Client with all elements to set aside those objections. If the Client maintains its objections, the Parties undertake to meet and discuss in good faith for the continuation of their contractual relationship.

7. COMPLIANCE AND AUDIT

Cegid provides the Client, by e-mail and upon its request, with any document required to prove compliance with its obligations as processor under the Agreement. Any other mode of transmission of those documents involving a cost for Cegid, requested by the Client, will be carried out at its expenses.

The Client may request further clarifications from Cegid if the documents provided are not adequate for verifying Cegid's compliance with its obligations as processor under the Agreement. In such case, the Client may request further clarifications to Cegid, by written, by registered letter with an acknowledgement of receipt, justifying and documenting its request. Cegid undertakes to provide a response to the Client as soon as possible.

If despite Cegid's response, the Client questions the veracity of the completeness of the information submitted, the Client may carry out an on-site audit provided that the following conditions are met:

- (i) the Client addresses a written request for an on-site audit to Cegid, by registered letter with an acknowledgement of receipt, justifying and documenting its request;
- (ii) Cegid undertakes to provide a response to the Client within thirty (30) days following the date of the reception of the request specifying the scope and the conditions of the on-site audit. The verifications carried out on this audit shall take place at Cegid's premises where the IT means of the infrastructure are placed for operating the Service and/or any services as processor, and as far as those verifications will not disrupt the performance of the Service and/or any services. The duration of the audit may not exceed two (2) business days that will be invoiced by Cegid to the Client according to the applicable rates during the course of the audit. If another audit is scheduled on the same date, Cegid may postpone the audit without exceeding fifteen (15) working days from the initial date of audit.

The Parties agree that no audit can be scheduled in June and December.

- (iii) This audit can be carried out by the Client's internal auditors or can be entrusted to non-competing contractors at the Client's choice;

(iv) The auditors must enter into a non-disclosure agreement covering any confidential information collected during the audit regardless of how such information was collected. The confidentiality agreement must be signed by the auditors and communicated to Cegid prior to the audit.

During the audit, Cegid will give access to its premises, and in general, to any necessary document or employee so the auditors can conduct the audit in satisfactory conditions. It is understood that this audit shall not lead to the disruption of the performance of the Service.

The audit report shall be made available for Cegid by the auditors prior to being finalized, so that Cegid may address any comments. The final report must consider and reply to these comments. The audit report will then be sent to the Client and will be reviewed during a meeting between the Parties.

The final audit report shall be sent to Cegid as soon as possible.

If the final audit report reveals a failure to meet several commitments taken under the performance of the Service and/or any services, Cegid must propose a corrective action plan within a maximum of twenty (20) business days from the date of the meeting between the Parties.

It is understood that within the meaning of this clause, a business day is a day between Monday to Friday and does not include public holidays in metropolitan France.

Unless circumstances have changed or there is an event legitimizing the implementation of an audit within a shorter time, such as a request of a supervisory authority, audits shall only be performed by the Client once during the initial term of the Agreement and, thereafter, once every three (3) years.

8. DESCRIPTION OF THE PROCESSING

The nature, purpose and the duration of the processing, the Persona Data processed, the categories of data subjects are described in a specific document available at the request of the Client or, where appropriate, on the online client portal.

This description refers to the standard functioning of the Service. It is the responsibility of the Client as data controller to verify if such description is adjusted to (i) the purposes and the processing carried out and to (ii) the Personal Data processed.