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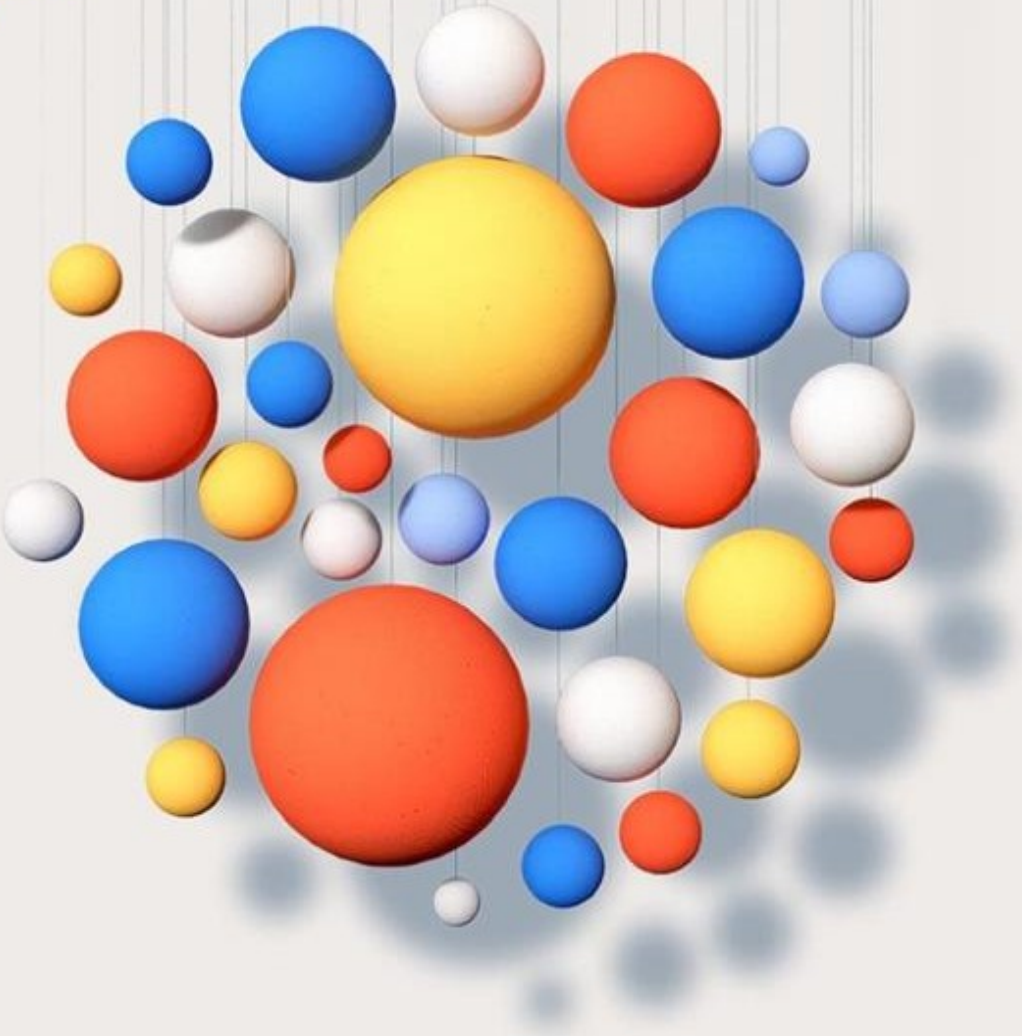

AVENANT RGPD

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About this document

This document is composed of :

1. Information on the amendment governing the processing of your personal data in application of the RGPD.
2. The rider framing the processing of your personal data in application of the RGPD.
3. The appendix entitled "Personal data protection policy".

INFORMATION NOTE

INTRODUCTION

European provisions on the protection of personal data pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC ("RGPD")
") and Law no. 78-17 of January 6, 1978 as amended (Loi Informatique et Libertés) (this set of regulations being referred to hereinafter as the "**Applicable Regulations**") came into force on May 25, 2018.

Article 28.3 of the RGPD expressly states that the controller and subcontractor must sign a contract containing specific provisions concerning the processing of personal data.

The purpose of the amendment in application of the Applicable Regulations is thus to modify all contracts signed and in force between Cegid and your entity relating to a SaaS service, a software package with associated service(s) and/or any other service(s) and/or service(s) provided by Cegid involving the processing of personal data in order to bring them into compliance with the Applicable Regulations;

This rider includes an appendix entitled "Personal data protection policy".

HOW TO SIGN THE RIDER?

1. Complete the information concerning your entity on the first page of the rider.
   (appearance of the parties).
2. Complete the information concerning the signatory of the endorsement and the date of signature.
   on the second page of the rider.
3. Sign and e-mail the entire agreement, including appendices, to dataprivacy@cegid.com, quoting your customer number (which you will find on your invoices, purchase orders, delivery notes, etc.).

AMENDMENT GOVERNING THE PROCESSING OF PERSONAL DATA IN APPLICATION OF THE GDPR

BETWEEN

Cegid SAS, a société par actions simplifiée (simplified joint-stock company) headquartered at 52 Quai Sédallian, 69279 Lyon Cedex 09, registered in the Lyon Trade and Companies Register under number 410 218 010,

Represented for the purposes hereof by **André BRUNETIERE in** his capacity as **Chief Product Officer**, duly authorized for the purposes hereof,

Hereinafter referred to as "**Cegid**";

AND

[Name of the company], a legal entity whose registered office is located at **[company address],** registered in the **[city]** Trade and Companies Register under number **[no.]**, represented for the purposes hereof by **[First name NAME]** in the capacity of **[Capacity]**, duly authorized to act on behalf of the company.
authorized for the purpose hereof,

Hereinafter referred to as the "**Customer**";

Hereinafter referred to together as the "**Party**" or "**Parties**".

PREAMBLE

In accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC ("RGPD") and Law No. 78-17 of January 6, 1978 as amended (Loi Informatique et Libertés) (this
hereinafter referred to as the "**Applicable Regulations**"), the Parties
have decided to regulate the processing of the Customer's personal data within the framework of the contracts signed and in force between Cegid and the Customer.

The Parties have therefore decided to enter into the present amendment (hereinafter referred to as the "Amendment").
Avenant").

IT HAS BEEN AGREED AS FOLLOWS:

ARTICLE 1 - PURPOSE OF THE AMENDMENT

The purpose of this Amendment is to modify the contractual provisions relating to the protection of personal data concerning a SaaS service, a software package with associated service(s) and/or any other service(s) provided by
Cegid processing personal data (hereinafter the "**Contract(s)**") in order to comply with Applicable Regulations.

Consequently, this Amendment cancels and replaces any existing provisions of the Contracts concerning personal data.

ARTICLE 2 - PERSONAL DATA PROTECTION POLICY

The personal data protection policy, which applies according to the nature of the services provided by Cegid to the Customer pursuant to the Contracts, is set out in the Appendix "Personal Data Protection Policy" attached to this Endorsement.

The Appendix below forms an integral part of this Endorsement.

ARTICLE 3 - EFFECTIVE DATE

This Amendment comes into force retroactively on May 25, 2018 and will remain in force for the entire term of the Contracts.

ARTICLE 4 - MISCELLANEOUS PROVISIONS

This Endorsement forms an integral part of the Contracts and takes precedence over them.

All provisions of the Contracts not expressly modified by this Amendment remain unchanged and in full force and effect between the Parties.

Signed in duplicate at _____on _____.

For Cegid	For the customer
André BRUNETIERE CPO	**First name Last name Quality**

APPENDIX: PERSONAL DATA PROTECTION POLICY

The provisions of this Appendix apply to the processing of Data.
Personal Information (as defined below) in connection with the service(s) provided under the Contracts (hereinafter referred to as the "**Service**").

It is understood that this Appendix supplements the provisions of the Contracts.

1. DEFINITIONS

In this appendix, capitalized terms and expressions have the meanings indicated below, whether used in the singular or plural.

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

Customer Data : Refers to the information (including Personal Data) that the Customer owns and/or is responsible for, which he enters, fills in, transmits, collects, retains and/or processes as part of the performance of the Contract.

Personal Data: Refers to the personal data that the Customer processes as part of the performance of the Contract, within the meaning of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing, free movement and disclosure of personal data and on the free movement of such data.
processing of personal data and the free movement of such data and repealing Directive 95/46/EC ("RGPD") and Law No. 78-17 of January 6, 1978 as amended (Loi Informatique et Libertés), this set of regulations being referred to hereinafter as "the RGPD".
Applicable Regulations".

Service Book: Refers to the document describing the specific provisions regarding content, limitations, duration, Support, performance conditions and invoicing applicable to the Service. The Service Booklet is subject to change, and the latest version of the
Livret Service can be accessed at any time on the Cegid website http://www.cegid.com/fr/cgv/ or at any other website address provided by Cegid.

Portal: Refers to the web services portal that Cegid makes available to its customers. The Portal can be accessed at http://www.cegidlife.com or at any other site address provided by Cegid.

2. GENERAL PRINCIPLES

2.1. It should be noted that under the Applicable Regulations and in connection with the performance
of the Contract :

- The Customer acts as a data controller or, where applicable, as a subcontractor for its customers;
- Cegid acts as a subcontractor solely on behalf of and on the documented and lawful instructions of the Customer.

2.2. The Parties acknowledge that the performance of the purpose of the Contract and, if the Contract relates to a SaaS solution, the use of the Service and its functionalities in accordance with its Documentation, constitute the Customer's documented instructions.

Any additional instructions from the Customer must be made in writing and must specify the purpose and the operation to be carried out. The implementation of any additional instruction will be subject to the Customer's acceptance of the corresponding quotation issued by Cegid if it exceeds Cegid's contractual obligations as a subcontractor or those imposed by Applicable Regulations.

Cegid undertakes to inform the Customer by any means within a maximum of five (5) days of Cegid becoming aware of the instruction if, in its opinion, this instruction constitutes a breach of the Applicable Regulations. Cegid reserves the right not to implement instructions that contravene Applicable Regulations.

2.3. It is understood that the Customer is the only party to have control and knowledge, particularly of the origin, of the Personal Data processed during the performance of the Contract. The Customer thus guarantees compliance with all the obligations incumbent upon it in its capacity as data controller or, where applicable, subcontractor.

2.4. Unless applicable law requires the retention of such Personal Data, Cegid will delete the Personal Data and any copies thereof at the end of the Service or performance under the conditions set forth in the Contract.

2.5. Cegid may transfer Personal Data strictly for the purposes of executing the Contract, subject to informing the Customer in advance as described in Article 6 "Subcontracting" of this Appendix. In all cases, Cegid shall refrain from transferring Personal Data without putting in place the appropriate supervision tools.
of these transfers pursuant to Article 46 of the RGPD, apart from:

- of the European Union, or
- the European Economic Area, or
- countries recognized by the European Commission as offering an adequate level of security.

2.6. Cegid declares that it keeps a register of processing operations as defined in Article 30.2 of the RGPD by
as a subcontractor.

3. PERSONAL DATA SECURITY

3.1. Pursuant to Article 32.1 of the RGPD, the Customer acknowledges that Cegid implements the appropriate technical and organizational measures in order to guarantee a level of security appropriate to the risks. The means implemented by Cegid are listed in a dedicated document

the latest version of which is available to the Customer on request and on the Cegid website.

In accordance with Applicable Regulations, the Customer undertakes to implement appropriate technical and organizational measures to guarantee a level of security appropriate to the risks.

3.2. If the Contract relates to a SaaS solution, it is understood that Cegid is responsible for the security of the Service only for those aspects under its control. Thus, the Customer remains responsible for the security and confidentiality of its systems and its access policy to the Service. It is the Customer's responsibility to ensure that the uses and configuration choices of the Service at its disposal meet the requirements of the Applicable Regulations. It is understood that Cegid has no obligation to protect personal data that is stored or transferred outside the Service by the Customer or by Cegid on the Customer's instruction and outside the strict performance of the Service.

3.3. Cegid ensures that its personnel authorized to process Personal Data undertake to respect confidentiality and are regularly made aware of the security of personal data.

4. COOPERATION WITH CUSTOMERS

4.1. Cegid undertakes to inform the Customer as soon as possible after receipt of any request, query or complaint sent to it by any natural person concerned by the processing of their Personal Data carried out within the framework of the Contract.

In its capacity as data controller, the Customer remains responsible for the response to be given to the natural persons concerned and Cegid undertakes not to respond to such requests. However, given the nature of the processing of Personal Data, Cegid undertakes, through appropriate technical and organizational measures and to the fullest extent possible, to assist the Customer in fulfilling its obligation to respond to such requests.

4.2. At the Customer's written request, Cegid will provide the Customer, at the latter's expense if this request exceeds Cegid's contractual obligations as a subcontractor, or those imposed by Applicable Regulations, with any useful information in its possession in order to to help it meet the requirements of Applicable Regulations incumbent on the Customer in its capacity as data controller, concerning impact analyses relating to the protection of Personal Data carried out by, and under the sole responsibility of, the Customer, as well as any prior consultations with the CNIL that may result.

5. NOTIFICATION OF PERSONAL DATA BREACHES

5.1. Cegid shall notify the Customer as soon as possible after becoming aware of any breach of security of Personal Data resulting in the accidental or unlawful destruction, loss, alteration or unauthorized disclosure of Personal Data.

transmitted, stored or otherwise processed, or unauthorized access to such Personal Data.

5.2. Cegid shall provide the Customer with the following information as soon as possible after notification of the Personal Data security breach and to the extent possible:

- the nature of the violation ;
- the categories and approximate number of persons affected by the violation ;
- the categories and approximate number of personal data records concerned;
- a description of the likely consequences of the personal data breach;
- a description of the measures taken or proposed to be taken by Cegid to remedy the personal data breach, including, where appropriate, measures to mitigate any negative consequences.

6. OUTSOURCING

6.1. The Customer authorizes Cegid to use subsequent subcontractors to carry out Personal Data processing activities, on behalf of the Customer, that are strictly necessary for the performance of the Contract.

6.2. Cegid undertakes to use subcontractors who provide sufficient guarantees that appropriate technical and organizational measures have been implemented in order to meet the requirements of the Applicable Regulations.

6.3. Cegid undertakes to contractually impose on its subsequent subcontractors a level of obligation at least equivalent in terms of Personal Data protection to that set out in this Contract and by the Applicable Regulations. Cegid remains responsible to the Customer for the performance of its obligations by the said subcontractor.

6.4. Cegid undertakes to use only one subsequent subcontractor:

- established in a European Union or European Economic Area country, or
- established in a country with an adequate level of protection as determined by the European Commission with regard to Applicable Regulations, or
- disposing of appropriate guarantees pursuant to Article 46 of the RGPD.

6.5. The list of Cegid's subsequent subcontractors is provided upon written request from the Customer. Cegid undertakes to inform the Customer of any additions or replacements of subsequent subcontractors as soon as possible.

The Customer may formulate objections in writing within ten (10) working days of receipt of the information. The Customer acknowledges and accepts that the absence of objections within this period is equivalent to its acceptance of the subsequent subcontractor.

In the event of an objection, Cegid has the option of replying to the Customer in order to provide information and/or documents likely to resolve these objections. If the Customer maintains his

objections, the Parties undertake to meet and exchange views in good faith concerning the continued relationship.

7. COMPLIANCE AND AUDIT

Cegid shall make available to the Customer, by e-mail and at the Customer's request, any documents required to demonstrate compliance with its obligations as a subcontractor under the Contract. Any other method of transmitting such documents for a fee will be at the Customer's expense.

The Customer may request additional explanations from Cegid if the documents provided do not enable it to verify compliance with Cegid's obligations as subcontractor under the Contract. The Customer shall then submit a written request to Cegid, in which it justifies and documents its request for further explanation. Cegid undertakes to reply to the Customer as soon as possible.

If, despite Cegid's response, the Customer questions the veracity or completeness of the information transmitted, the Customer may proceed with an on-site audit subject to compliance with the following conditions:

(I) The Customer makes a written request for an on-site audit to Cegid, by registered letter with acknowledgement of receipt, justifying and documenting the request;

(II) Cegid undertakes to reply to the Customer within thirty (30) days of receipt of the request, specifying the conditions under which the on-site audit will be carried out. The verifications carried out under the present audit may take place during opening hours at Cegid's premises where the IT resources of the infrastructure used to operate the Service and/or the services as a subcontractor are installed and provided that these verifications do not have the consequence of disrupting the operation of the Service and/or the progress of the services. The duration of the audit may not exceed two (2) person-days, which will be invoiced by Cegid to the Customer in accordance with the rates in force at the time of the audit. In the event that another audit is scheduled on the date set by the Customer, Cegid may postpone the audit to a later date, without exceeding fifteen (15) working days from the date initially set.

The parties agree that an audit will not be carried out in June and July.
December of each year ;

(III) This audit mission may be carried out by the Customer's internal auditors or may be entrusted to any service provider of the Customer's choice, which is not a competitor of Cegid.
;

(IV) The auditors will be required to give a formal undertaking not to disclose information collected at Cegid, regardless of the method o f acquisition. Visit

The confidentiality agreement must be signed by the auditors prior to the audit and communicated to Cegid.

As part of the audit, Cegid will provide access to its premises, and in general to the documents and persons necessary for the auditors to conduct the audit under satisfactory conditions. It is understood that this audit must not have the effect of disrupting the operation of the Service.

The draft audit report will be made available to Cegid by the auditors before being finalized, so that Cegid can formulate all its observations. The final report must take account of and respond to these observations. The final report will then be sent to the Customer and discussed at a meeting between the Parties.

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

In the event that the final audit report reveals breaches of the commitments made in the performance of the Service, Cegid shall propose a corrective action plan within a maximum period of twenty (20) working days from the communication of the final audit report. The deadline for implementing the actions will be established at this meeting.

It is understood that, for the purposes of this clause, a business day means a day between Monday and Friday and which is not a public holiday in mainland France.

Unless there is a change in circumstances and an event justifying the implementation of an audit within a shorter timeframe, such as a request from a supervisory authority, audits may only be carried out by the Customer once during the initial period of the Contract, and then once every three (3) years.

8. TREATMENT DESCRIPTION

The nature of the operations carried out on Personal Data, the purpose(s) of the processing, the Personal Data processed, the categories of persons concerned and the duration of the processing are described in a dedicated document available on request from the Customer or, where applicable, on the online customer portal.

This description corresponds to the standard operation of the Service. It is the responsibility of the customer, as the data controller, to check that this description corresponds to the purposes and processes actually carried out and the personal data actually processed.