

APPENDIX 1 - DATA PROCESSOR

Article 1. Subject

Without prejudice to **Article 10 of the GTS**, this **Appendix 1 "Data Processor"** (hereinafter, the **"Appendix"**) sets forth the conditions under which Vodaly's (hereinafter, the **"Company"**) may carry out Processing Operations (defined below) on behalf of the User for the delivery of the Services.

In the event of any discrepancy or contradiction between the provisions of the GTS and those of this Appendix, the provisions in the Appendix shall prevail, unless otherwise specified and expressly agreed in the Appendix.

Article 2. Definitions

Capitalized terms in this Appendix not expressly defined herein shall have the meaning agreed upon in the GTS, the Privacy Policy, and/or as given to them by the Applicable Regulations.

"Processing Operations" or **"Processing"** means any operation or set of operations, whether or not carried out by means of automated processes and applied to Personal Data or sets of Personal Data, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

"Sub-processor" means the Company's subcontractors as of the date of the conclusion of the GTS and any possible subcontractor commissioned by the Company during

the term of the User Account to perform all or part of the Processing Operations. **"User"** means the Company's client who entrusts the Company with the subcontracting of one or more Personal Data processing operations, and acting in their capacity of Data Controller.

Article 3. Description of Processing Operations

Within the framework of the GTS and the Services, the Company may carry out Processing Operations on behalf of the User and according to the User's instructions.

The purposes of the Processing Operations are determined by the User and are listed in the **Sub-Appendix 1** below.

If the User uses the Services to process other Personal Data, for other purposes or Processing than those set out in the GTS, the User hereby declares that they will do so at their own risk and the Company shall not be liable for any damages or consequences of any kind resulting from the User's failure to comply with the Applicable Regulations.

Article 4. Personal Data and Data Subjects

The categories of Personal Data and Data Subjects concerned by the Processing Operations within the framework of the Services are listed in **Sub-Appendix 1**.

Article 5. User's obligations

Throughout the term of the User Account and the performance of the Services, the User will:

- Determine the Personal Data types and categories;
- Determine the purposes and means of use of the Personal Data;
- Guarantee that they have carried out any formalities or procedures required by the Applicable Regulations before any communication of Personal Data (files, databases, etc.) to the Company;
- Guarantee to the Company that the Personal Data will be collected fairly and lawfully and that Data Subjects will be fully informed and their consent given when such consent is required to allow the Company to carry out the Processing Operations;
- Declare that they will process the Personal Data used in connection with the Services on the basis of one of the legal frameworks provided for in Article 6 of the GDPR;
- Undertake to process Personal Data only for the sole purpose(s) agreed to in the GTS;
- Undertake to solely communicate to the Company legal, complete, up-to-date and confirmed Personal Data;
- Undertake to document in writing any instructions regarding the performance of Processing Operations by the Company;
- Ensure that their files and Personal Data processing operations comply with the Applicable Regulations;
- Undertake to notify the Company of any information that they

may become aware of, relating to the compliance of the Processing Operations with the Applicable Regulations and the exercise of Data Subjects' rights.

In any event, the User shall remain fully liable for the choice of the Services, and will make sure that the latter have the characteristics and meet the conditions required for the performance of the planned Processing Operations in accordance with the Applicable Regulations.

Article 6. Company's obligations

When the Company acts as a Data Processor under the GTS, it agrees to:

- Process Personal Data only for the sole purpose(s) for which it is outsourced;
- Process Personal Data in accordance with the User's instructions, unless the Company considers that one of the User's instructions constitutes a breach of the Applicable Regulations, in which case it will immediately inform the User;
- Guarantee the confidentiality of the Personal Data processed within the framework of the GTS;
- Take any technical and organizational measures required to guarantee a level of security suited to the risk relating to the performance of the GTS;
- Ensure that people authorized to process Personal Data under the GTS are committed to confidentiality or, where applicable, are subject to an appropriate legal obligation of confidentiality;
- Use Sub-processor offering satisfactory guarantees in terms of

security and confidentiality of Personal Data in accordance with the GDPR;

- Reasonably assist the User in ensuring compliance with obligations regarding security, notification of Personal Data breaches, and the performance of impact assessment, without prejudice to the Company's ability to charge the User for the performance of such assistance services for any excessive, repetitive or disproportionate requests from the User;
 - Delete, at the User's choice and request, the Personal Data and/or return it to the User upon completion of the Services, subject to any provisions to the contrary in the Applicable Regulations or in the GTS;
 - Provide the User with all the information strictly necessary to demonstrate compliance with the obligations applicable to processor set forth in Article 28 of the GDPR and to allow, if necessary, the performance of audits or inspections with reasonable notice on dates previously agreed by the User with the Company ;
 - Provide the name and contact information of its Data Protection Officer, if it has appointed one.
- Any request from the User that exceeds the obligations incumbent on the Company under the GTS or the Applicable Regulations or that modifies the Processing instructions initially submitted to the Company at the date of conclusion of the GTS, will be the subject of a specific prior estimate from the Company.

Article 7. Parties' joint obligations

7.1 Compliance with Applicable Regulations

The Parties undertake, in particular, with regard to their Processing Operations, to:

- Carry out all the required procedures (declarations, requests for authorization, etc.), as the case may be, with the *Commission Nationale de l'Informatique et des Libertés* (C.N.I.L.) or any competent controlling authority;
- Implement any steps and procedures for evaluating and monitoring Processing Operations required under the Applicable Regulations (keeping a register of Processing Operations, impact analysis, appointment of a Personal Data Protection Officer, etc.);
- Comply with Data Subjects' rights as listed in articles 15 et seq. of the GDPR (in particular the right to information, access, rectification and deletion of data).

7.2. Privacy

Each Party shall treat as strictly confidential all Personal Data collected or exchanged between them under the GTS, unless otherwise expressly agreed in the GTS.

7.3. Mutual information

Each Party undertakes to inform the other Party in a timely manner of any event that may constitute a breach of security, a failure to comply with the provisions of the Applicable Regulations or a risk to Data Subjects' rights and freedoms.

In the event of changes to the Applicable Regulations subsequent to the date of conclusion of the GTS, the Company and the User undertake to collaborate in a timely manner to agree

on the changes to be made to the GTS, if any, to ensure the compliance of the Processing Operations with the changes to the Applicable Regulations.

Article 8. Personal Data storage period

8.1. Company's commitments

The User, as Data Controller, determines the Personal Data storage period.

Notwithstanding the foregoing, Personal Data is stored by the Company for the period of time required to fulfill the purposes set and determined by the User.

The User hereby declares and acknowledges that the Company only retains their Personal Data in its information system for legitimate administrative, legal and security purposes. Data storage beyond the period required for the performance of the agreed Processing Operations may be necessary to carry out Data Subject requests to oppose or to restrict the Processing Operations and to delete Personal Data and to comply with any legal, accounting or fiscal obligation to store Personal Data (in particular for evidential purposes) or to communicate them to the relevant authorities (i.e. administration, police services, etc.), and/or under professional duties pertaining to the Parties' activity.

8.2. User commitments

The User undertakes to comply with the Personal Data storage periods in line with the terms of the Applicable Regulations and to entrust the Company only with Personal Data for which (i) the

consent of the Data Subjects is still current (where such consent is required) or (ii) the storage period has not expired.

Article 9. Data Subject information, consent and rights

9.1. Information and prior Data Subject consent

When the User provides the Company with Personal Data or uses its own solutions for the collection of Personal Data, the User shall provide the Data Subjects with all the information required by the Applicable Regulations and shall, if necessary, obtain their consent in the appropriate manner with respect to the agreed Processing Operations.

9.2. Data Subject rights

As part of the Processing Operations, the User takes full responsibility for informing the Data Subjects about their rights and will be the point of contact and controller of the Data Subjects' requests.

Insofar as possible, the Company undertakes to provide reasonable assistance to the User to help them fulfill their obligation to comply with requests to exercise Data Subjects' rights under the Applicable Regulations, namely right of access, rectification, deletion and opposition, right to limitation of processing, right to data portability, right not to be subject to an automated individual decision (including profiling).

The Company shall not be liable for any infringement of the Data Subjects' rights and freedoms, resulting from any action,

delay or omission attributable to the User which results in the obstruction or delay in the exercise of the rights of any Data Subject or of third party whose Personal Data is processed as part of the Services.

Article 10. Personal Data security and confidentiality

Throughout the duration of the User Account and the Personal Data storage period, the Company undertakes to take all necessary technical and organizational measures in accordance with its obligations under the Applicable Regulations and reasonable practices in force, in order to guarantee a suitable level of security with respect to the risks relating to the execution of the Services, in order to adequately ensure the security and confidentiality of the Processing Operations, and in particular to prevent the Personal Data from being distorted, damaged or accessed by unauthorized third parties.

The User acknowledges that the steps listed in Article 10 of the Privacy Policy satisfy the security and confidentiality obligation necessary for the compliance of the Processing Operations with the Applicable Regulations.

However, given the very nature of the public networks (Internet and telephone), the User acknowledges and accepts that the security and integrity of any Personal Data transmitted via these public network cannot be guaranteed.

Article 11. Personal Data breach

In the event of a security breach resulting in the accidental or unlawful destruction, loss, alteration, or

unauthorized disclosure of Personal Data sent by the User as part of the Services ("**Personal Data Breach**"), the Company shall notify the User of such Personal Data Breach at shortest possible notice after becoming aware of the fact and shall provide the User with a description of the nature of the Personal Data Breach, its likely consequences and the steps taken or suggested by the Company to remedy the Personal Data Breach.

The User expressly understands and agrees that they are solely responsible for issuing any notifications to the Data Subjects or, if applicable, to the competent authority, and that, unless otherwise instructed by the User in writing in a timely manner, or if otherwise required by law, the Company is not hereby authorized to make any such notifications on behalf of and/or for the account of the User.

Article 12. Personal Data recipients

While providing the Services, the Company may disclose Personal Data to the recipients listed in Article 6 of the Privacy Policy.

Article 13. International transfers

As part of the Services, no transfer of Personal Data outside the European Union may be made without prior instructions from the User.

The Personal Data are hosted within the European Union.

Article 14. Sub-processing

The User hereby agrees that the Company, at the date of creation of the

User Account and at any time during the term of the User Account, may call upon Sub-processors acting in its name and on its behalf to assist it in the Processing Operations carried out on the User's behalf.

The Company will select Sub-processors able to provide the same suitable guarantees regarding the implementation of appropriate technical and organizational measures so that the outsourced Processing Operations meet the requirements of the Applicable Regulations.

The Company shall enter into an agreement or any other legal deed with its Sub-processor (service agreement, terms and conditions of service, etc.) containing the same obligations with respect to the protection of Personal Data as those set forth herein, in particular with respect to suitable guarantees regarding the implementation of appropriate technical and organizational measures to ensure compliance with the Applicable Regulations of the Subcontracted Processing Operations.

Throughout the term of the User Account, the Company shall inform the User of any planned change regarding the addition or replacement of a Sub-processor.

The User may object to such addition or replacement of a Sub-processor by notifying the Company in writing within ten (10) days of receipt of the Company's notice of the addition or replacement of a Sub-processor. Should the User object to the appointment of a Sub-processor, the Company reserves the right to terminate

the GTS by written notice to the User without any compensation being owed to the User.

The Company shall remain fully liable to the User for Processing Operations performed by the Sub-processor in violation of the obligations hereunder.

Article 15. Audit

In accordance with the terms of Article 28 3.h) of the GDPR, upon reasonable request by the User, the Company shall make available to the User the information strictly necessary to demonstrate the Company's compliance with its obligations under Article 28 of the GDPR.

Such audit shall be performed by the User or by an independent auditor, not competing with the Company's activities, up to a limit of one (1) audit per year. Such independent auditor shall be selected by the User and accepted by the Company. Such auditor shall be professionally qualified and subject to a confidentiality agreement. The Parties acknowledge that all reports and information obtained in connection with such audit are confidential information subject to the terms of **Article 7.2 "Privacy"** hereunder.

The start date, duration and scope of the audit shall be mutually agreed by the Parties with a minimum of thirty (30) business days' notice. The audit may only be conducted during the Company's business hours and in a manner that does not disrupt the Company's business. The audit shall not include access to any systems, information, data not related to the Processing Operations performed under

the Services, nor physical access to the servers on which the Company's software solutions are stored.

The User shall bear all costs incurred in connection with the audit, including but not limited to the auditor's fees, and shall reimburse the Company for all expenses and costs incurred in connection with such audit, including time spent on the audit based on the average hourly rate of the contractor's staff who worked on the audit (unless otherwise quote from the Company prior to the audit, as requested by the User).

Article 16. Right to Compensation and Liability

16.1. Parties' responsibilities

THE RULES REGARDING THE USER AND DATA PROCESSOR'S RESPONSIBILITY AND OBLIGATIONS TOWARDS ONE ANOTHER AND TOWARDS THE DATA SUBJECTS ARE GOVERNED BY THE TERMS OF ARTICLE 82 OF THE GDPR.

THE COMPANY SHALL ONLY BE LIABLE FOR DAMAGE CAUSED BY THE PROCESSING OPERATIONS

OUTSOURCED WITHIN THE FRAMEWORK OF THE SERVICES IF IT HAS NOT COMPLIED WITH THE OBLIGATIONS PROVIDED FOR IN THE APPLICABLE REGULATIONS THAT ARE SPECIFICALLY INCUMBENT ON THE DATA PROCESSOR OR IF IT HAS ACTED OUTSIDE OF OR CONTRARY TO THE LAWFUL INSTRUCTIONS GIVEN BY THE USER.

THE USER SHALL FULLY INDEMNIFY THE COMPANY FOR ANY SUMS OF MONEY OF ANY NATURE WHATSOEVER (IN PARTICULAR, COURT COSTS AND LEGAL FEES) PAID BY THE COMPANY, IN THE EVENT OF A CONVICTION OR ADMINISTRATIVE MEASURE AGAINST THE COMPANY, WITHOUT PREJUDICE TO ANY OTHER LEGAL REMEDY THAT THE COMPANY MAY EXERCISE AGAINST THE USER, IN PARTICULAR IF ANY OF THE FOLLOWING CASE SCENARIOS SHOULD OCCUR:

- FAILURE TO COMPLY WITH APPLICABLE REGULATIONS RESULTING FROM THE USER'S USE

OF THE SERVICES THAT DOES NOT COMPLY WITH THE GTS;

- FAILURE TO COMPLY WITH THE APPLICABLE REGULATIONS, RESULTING FROM THE CONTINUED PROVISION OF SERVICES IN ACCORDANCE WITH THE USER'S INSTRUCTIONS, WHICH THE COMPANY HAS INFORMED THE USER MAY BE IN BREACH OF THE APPLICABLE REGULATIONS AND/OR THE DATA SUBJECTS' RIGHTS AND FREEDOMS;

- ANY LOSS OR DAMAGE INCURRED BY THE DATA SUBJECTS OR BY ANY THIRD PARTY RESULTING FROM THE COMMUNICATION TO THE COMPANY BY THE USER OF PERSONAL DATA COLLECTED UNLAWFULLY AND/OR FOR WHICH THE USER MAY NOT HAVE BEEN INFORMED AND/OR HAVE COLLECTED THE DATA SUBJECTS' CONSENT.

16.2. Limitation of responsibility

THE COMPANY'S LIABILITY IS LIMITED IN ACCORDANCE WITH THE TERMS OF **ARTICLE 8.1 OF THE GTS**.

Sub-Appendix 1 - Data processing purposes

1. Type of Personal Data

As part of the Services, the Processing Operations relate to the following Personal Data:

- Last name and first name;
- Occupation, line of business;
- E-mail address;
- Postal address;
- Telephone number;
- Image (*e.g.* photograph; video).

2. Subject Data Category

The Data Subjects for the Processing Operations are those whose Personal Data are incorporated in the Content.

3. Type and end purposes of the Processing Operations

Purposes	Legal basis
Content broadcasting	The GTS
Content storage	The GTS