



## PERSONAL DATA PROCESSING AGREEMENT (DPA)

### Preamble

As the Provider is required to process personal data within the framework of its contractual relationship with the Customer, the Parties wish to specify their rights and obligations in this Personal Data Processing Agreement.

#### 1. Definitions

In this Agreement, words or expressions starting with a capital letter shall have the following meaning:

- "Agreement": refers to this personal data processing agreement which specifies the rights and obligations of the Parties regarding the processing of personal data.
- "Contract": refers to the main contract concluded with the Provider within the framework of which this agreement is established.
- "Personal Data": refers to any information relating to an identified or identifiable natural person (hereinafter "Data Subject"), directly or indirectly, in particular by reference to an identification number, location data, online identifiers (e.g., username and password) or to one or more factors specific to their physical, physiological, mental, economic, cultural, or social identity.
- "Regulations": refers to all laws and regulations applicable in the European Union regarding Personal Data, including the French Data Protection Act No. 78-17 of January 6, 1978, as amended, and the General Data Protection Regulation (GDPR) 2016/679 of April 27, 2016.
- "Services": means all services performed by the Provider for the Customer as set out in the Contract or any other equivalent document signed by the Parties.

- "Data Controller": refers to the natural or legal person, public authority, agency, or other body which, alone or jointly with others, determines the purposes and means of the processing. In the context of the Contract and this Agreement, the Data Controller is the Customer.
- "Data Processor": refers to the natural or legal person, public authority, agency, or other body which processes Personal Data on behalf of the Data Controller and in accordance with its instructions. In the context of the Contract and this Agreement, the Data Processor is the Provider.
- "Processing": refers to any operation or set of operations performed on Personal Data or on sets of Personal Data, whether or not by automated means, 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.

The terms "Personal Data Breach," "Process," "Data Subject," "Member State," "Supervisory Authority," and "Standard Clauses" shall have the same meaning as given to them in the Regulations.

## **2. General Obligations of the Customer**

The Customer agrees to comply with the Regulations within the framework of the Contract.

The Provider, in its capacity as Data Processor, shall only process Personal Data on documented instructions from the Customer, as set out in Appendix A, and exclusively to perform the services entrusted under the Contract.

The Customer's instructions regarding the Processing are described in Appendix A. The Customer agrees to complete Appendix A upon signing the Contract and no later than four weeks following the signing of the Contract.

If the Customer uses the services covered by the Contract to process other data or categories of Personal Data, or for other Processing activities than those described in Appendix A, the Customer does so at its own risk, and the Provider cannot be held liable for any breach of the Regulations.

The Customer, as Data Controller, agrees to alert the Provider without delay in the event of changes to the requested services that lead or may lead to a potential change in the Provider's status as a processor under the Regulations.

The Customer acknowledges that the Provider's commitments under this Agreement constitute sufficient guarantees of the Provider's compliance with the Regulations.

The Customer acknowledges that the Provider is limited to following the documented instructions of the Customer, subject to informing the Customer if any instructions are not compliant with the Regulations. Any request from the Customer exceeding or modifying the processing instructions in Appendix A shall be subject to a separate quote. Any instruction not documented in writing or not compliant with the Regulations shall not be taken into account.

The Customer shall maintain a record of all processing operations it carries out as a Data Controller.

It is the Customer's responsibility to provide information to the data subjects at the time of Personal Data collection. Upon the Data Controller's request, the Provider shall assist the Customer in implementing this information obligation under mutually agreed conditions.

### 3. **Provider's Obligations toward the Customer**

#### ✓ Acting on Documentation Instructions

The Provider agrees to process the Personal Data covered by this Agreement in accordance with the instructions listed in Appendix A, unless the Provider is required to process the Personal Data under a mandatory provision of Union law or the law of the Member State to which it is subject.

In such a case, the Provider shall inform the Customer as soon as possible, and if possible before the Processing.

#### ✓ Ensuring Confidentiality

The Provider agrees to guarantee the confidentiality of the Personal Data processed under this Agreement and shall ensure that persons authorized to process the Personal Data:

- Commit to confidentiality or are subject to an appropriate legal obligation of confidentiality.
- Receive the necessary awareness training regarding Personal Data protection.

#### ✓ Sub-processing

The Provider may call upon another processor ("Sub-processor") to carry out specific processing activities. In this case, it shall inform the Customer in writing. The Customer has five (5) business days to raise any potential objections.

The Provider must ensure that the Sub-processor provides sufficient guarantees regarding the implementation of appropriate technical and organizational measures.

✓ Rights of Data Subjects

As far as possible, the Provider shall assist the Customer in fulfilling its obligation to respond to requests for exercising data subjects' rights under the Regulations, namely: the right of access, rectification, erasure, and objection, the right to restriction of processing, the right to data portability, and the right not to be subject to a decision based solely on automated processing (including profiling within the meaning of the Regulations).

Where Data Subjects submit requests to the Provider to exercise their rights, the Provider shall forward these requests by email to the person designated by the Data Controller in Appendix A or communicated by any other means. The Provider may only respond directly to a Data Subject's request upon documented instructions from the Data Controller.

The Customer acknowledges that the aforementioned measures satisfy the Provider's obligation of cooperation and assistance towards the Customer to enable it to ensure the compliance of the Processing with the Regulations. If additional measures need to be implemented, the Parties agree to meet and discuss the terms of such additional measures in good faith, which shall be the subject of an amendment hereto.

✓ Personal Data Breach Notification

A Personal Data breach means any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of PD transmitted, stored, or otherwise processed, or unauthorized access to such PD.

The Provider shall notify the Customer of any Personal Data breach as soon as possible after becoming aware of it and in accordance with the procedure defined by the Data Controller in Appendix A, unless the breach in question is unlikely to result in a risk to the rights and freedoms of natural persons. This notification shall be accompanied by all useful documentation to allow the Data Controller, if necessary, to notify this breach to the competent supervisory authority.

The Customer acknowledges that the aforementioned measures satisfy the Provider's obligation of cooperation and assistance towards the Customer to enable it to ensure the compliance of the Processing with the Regulations. If additional measures need to be implemented, the Parties agree to meet and discuss the terms of such additional measures in good faith, which shall be the subject of an amendment hereto.

✓ Impact Assessments

The Provider shall assist the Data Controller in carrying out data protection impact assessments that the Data Controller decides to perform.

The Customer acknowledges that the aforementioned measures satisfy the Provider's obligation of cooperation and assistance towards the Customer to enable it to ensure the compliance of the Processing with the Regulations. If additional measures need to be implemented, the Parties agree to meet and discuss the terms of such additional measures in good faith, which shall be the subject of an amendment hereto.

#### **4. Security and Confidentiality Obligations**

The Provider agrees to implement all appropriate technical and organizational measures and to take all appropriate precautions to guarantee a level of security appropriate to the existing risk.

The Provider agrees to take all appropriate precautions regarding the nature of the Data and the risks presented by the Processing, to preserve the security of the Data and prevent any distortion, alteration, damage, accidental or unlawful destruction, loss, disclosure, and/or any access by unauthorized third parties.

The measures taken by the Provider must consider the most recent technical possibilities and the cost of their implementation, the characteristics of the processing (nature, scope, purpose, etc.) as well as the risks presented for the rights of the Data Subjects. These may include:

- ✓ Data encryption measures;
- ✓ Measures to ensure the continued confidentiality, integrity, availability, and resilience of processing systems and services;
- ✓ Measures to restore access and availability of data as soon as possible in the event of a physical or technical incident;
- ✓ Procedures for regularly evaluating and testing the effectiveness of technical and organizational measures.

The Customer acknowledges that the aforementioned measures satisfy the Provider's obligation of cooperation and assistance towards the Customer to enable it to ensure the compliance of the Processing with the Regulations. In the event that additional measures need to be implemented, the Parties agree to meet and discuss the terms of such additional measures in good faith, which shall be the subject of an amendment hereto.

#### **5. Return or Deletion of Personal Data**

At the end of the Contract, the Provider must, at the Customer's choice, either return all processed Personal Data or delete it and certify in writing to the Customer that the deletion has been carried out, subject to and within the limit of legal and regulatory storage obligations imposed on the Provider.

## **6. Audit**

The Customer may, if it wishes, within the limit of once (1) per year, perform an audit at its own expense under the conditions defined in the "Audit" article of the Contract.

**Appendix A :**

**DESCRIPTION OF PERSONAL DATA PROCESSING**

*This Appendix contains certain information relating to the Processing of Personal Data, in accordance with Article 28.3 of the GDPR.*

To be completed by the Customer in its capacity as Data Controller

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Customer Name:

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PD Processing Start Date:

*The start date of Processing is the date of commencement of the performance of the services covered by the contract by the Provider* Click or tap here to enter a date

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Purpose of Processing

*The purpose is the goal pursued by the customer justifying the choice of solution made by the customer* Click or tap here to enter a date

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Nature of Processing  
(article 4 of the GDPR)

Processing Operations (Article 4 GDPR)	Yes ?
Collection	
Recording	
Organization	
Structuring	
Storage/Structuring	
Adaptation/Alteration	
Retrieval	
Access/Consultation	
Use	
Communication by transmission	
Dissemination or any other form of making available	
Alignment or Combination	
Restriction	
Erasure/Destruction	
Others (to be completed)	

Processors

The Provider

Others: [To be completed by the Provider according to the nature of the project]

Click or tap here to enter text

Category of Personal Data Recipients  
(who handles, copies, views, and reuses the data)

Click or tap here to enter text

*Ex: persons in charge of service execution/contract management/billing, etc.*

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Category of Data Subjects:

*(Specify and complete as necessary the categories of data subjects whose data is processed. Ex: customers and prospects, employees, users, etc.)*

Categories of Data Subjects	YES/NO
Users of the solution at the customer	
Users of the solution at the customer's customer or partner	
Customer employees	
Carriers	
Others (to be completed)	

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Category of Personal Data Processed:

*(Specify and complete as necessary the categories of personal data processed. For example, economic and financial data, personal characteristics, cultural data, photos, etc.)*

Categories of PD Processed	YES/NO
Identification data (title, last name, first name, identifier, employee ID)	
Professional or personal contact data (phone, email address)	
Location data (postal address, geographic position)	

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Connection data (identifiers, IP addresses, URL)	
Content data (screenshots, comments)	
Others (to be completed)	

Data Retention

(start date and duration in months)

[Click or tap here to enter text.]

Contact Details of the Customer's Representative (and where applicable, its Data Protection Officer):

- Name
- First Name
- Position
- Email Address
- Phone

Contact Details of the Provider's Data Protection Officer:

- Name
- First Name
- Position
- Email Address
- Phone