

## PUBLICATION DATA PROTECTION CLAUSES

Under the Contract, the terms “**Personal Data**”, “**Person Concerned**”, “**Sub-contractor**”, “**Data Controller**”, and “**Processing**” have the meaning defined (or the closest equivalent terms) in the “Applicable Data Protection Laws” and the terms “Customer Representatives” and “Users” have the meaning defined in the present General Terms and Conditions and/or the privacy policy of OBS in regards to its customer and prospect companies and public organizations as made available at <https://www.orange-business.com/en/personal-data> (“Privacy Policy”),

“**Applicable Data Protection Laws**” refers to:

- Regulation (EU) 2016/679 of 27 April 2016 (“General Data Protection Regulation” or “GDPR”) as well as any laws and regulations of a Member State of the European Union applicable to the Processing in force and as amended from time to time
- any other applicable laws in relation to protection of Personal Data outside of GDPR whether its scope of application is within the European Union or outside the European Union

**1** With respect to Provisions delivered under the Contract, the Customer and OBS accept and acknowledge that:

- (a) by specifying (in the Order Form where applicable) and purchasing the Services, the Customer shall serve as Data Controller with respect to Customer Representatives and Users’ Personal Data collected or generated by OBS for purpose of delivering the Provisions to the Customer on Customer’s instructions and for no other purpose; and
- (b) by supplying such specified Provisions to the Customer and the Users, OBS shall act as a Sub-contractor for any Customer Representative and User Personal Data that OBS processes to deliver the Provisions, collected or generated by OBS for the purpose of delivering the Provisions to the Customer on its instructions and for no other purpose.

The subject, duration, nature, and purposes of the Processing as well as the categories of Data are defined within the Privacy Policy as may be amended from time to time and, more specifically for each Provision, in the “Description of Personal Data Processing by OBS as Sub-contractor of the Customer – Article 28 of the GDPR” document, specific for each provision.

In the event the Provisions are delivered to a Beneficiary, the Parties agree to specify in the Contract and/or Order Form, who among the Beneficiary and the Customer is the Controller.

c) OBS or its external suppliers, may also act as Data Controller of the Personal Data of Customer’s Representatives and/or mainly Users, when OBS, or the external supplier, processes such Personal Data for its own purposes, independently of Customer’s requirements. Such processing is described in the Privacy Policy. The Customer is informed that OBS may transfer Personal Data outside of the EU when processing Personal Data as Data Controller as explained in the Privacy Policy.

When OBS acting as a Controller, needs to answer Data Subjects requests for the exercise of their rights according to the Applicable Data Protection Laws, the Customer agrees, in accordance with the Privacy Policy, to confirm the identity of the Personal Data Subject and the legitimacy of its request, notably when OBS does not have direct contact with Data Subjects.

**2** The identification and the corporate name of the Customer (or the Beneficiary) in its capacity as Data Controller as well as the name and email address of the Customer’s Data Protection Officer are indicated in the header of the Order Form.

The identification and corporate name of OBS in its capacity of Data Controller are indicated in the footer of these General Terms and Conditions. The name and email address of the OBS Data Protection Officer are found at the Orange Business Services website and/or in the Privacy Policy.

**3** The Customer has to provide all the necessary information to its Customer representatives and Users in regards to the Processing and has all necessary consents when required, to enable lawful Processing of Personal Data for the duration of the Contract.

**4** The Customer and OBS undertake to comply with the Applicable Data Protection Laws and notably those regarding the Controller, so that the use of the Provisions by the Customer and Customer Representatives and Users does not lead to the breach of the here-above mentioned obligations.

**5** When OBS acts as Processor and the Customer as the Controller of the processed Personal Data, OBS and the Customer shall comply with the following obligations:

**5.1** OBS shall comply with the Customer’s reasonable written instructions for the Processing of Personal Data, provided that such instructions are lawful and not contrary to the other terms of the Contract, unless OBS is required to comply with a provision resulting from the Applicable Data Protection Laws. Where OBS relies on such law as the basis for Processing Personal Data, OBS shall promptly give a prior notice to the Customer of such Processing unless OBS is prohibited by law from doing so.

**5.2** OBS shall implement the appropriate technical and organisational security measures to protect Personal Data against unauthorised or unlawful Processing, loss, accidental destruction, or damage to Personal Data, appropriate to the harm that might result from the foregoing and the nature of the data to be protected, considering the state of technological development and the cost of implementing the measures (these measures may include, where appropriate, pseudonymising and encrypting Personal Data, means to ensure confidentiality, integrity, availability and resilience of its systems and services, means to ensure that availability of and access to personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it).

**5.3** Customer is responsible for the management of the requests of Data Subjects for the exercise of their rights under Applicable Data Protection Laws including, but not limited to access requests, explaining to Data Subjects how Personal Data will be processed, responding to queries or requests made by Data Subjects in connection with their Personal Data, data portability/rectification/ erasure requests, keeping Personal Data accurate and up to date and obtaining any necessary consents. Upon Customer's written request and insofar as possible, reasonable and proportionate, OBS will assist Customer in (i) responding to any request from a Data Subject and, at Customer's cost, in (ii) Customer's compliance with its obligations under the Applicable Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators. OBS's assistance is conditioned upon Customer evidencing that OBS processes the Personal Data of the relevant Data Subject on Customer's behalf.

**5.4** The Customer is informed and accepts that certain parts of the Contract may be performed (possibly including outsourced Personal Data Processing) by OBS Affiliates and/or external suppliers (collectively "Subsequent Processors"), some of whom may be based outside the European Economic Area (EEA). In such case, the Customer recognizes the application of the following provisions:

- OBS shall be responsible for the Processing performed by its Subsequent Processors in accordance with the requirements of the Applicable Data Protection Laws and shall ensure that such Processing is performed under conditions that are substantially equivalent to this clause.
- The list of Subsequent Processors is made available and any subsequent modifications shall be communicated to the Customer.
- The Customer may without undue delay dispute in writing the modifications to the list. In such case it shall propose an alternative Subsequent Processor and shall bear all the consequences resulting in such change of Subsequent Processor, and notably financial and operational ones (possible delays etc.)

**5.5** OBS shall ensure that its employees, Subsequent Processors and any of their employees, supplying Services under the Contract comply with the rules regarding the confidentiality of Personal Data.

**5.6** The Customer shall give its prior written consent to OBS for the transfer of Personal Data outside the EEA provided that:

- (a) OBS provides appropriate safeguards regarding the transfer,
- (b) Data Subjects have enforceable rights and effective legal remedies
- (c) OBS complies with its obligations under the Applicable Data Protection Laws by providing an adequate level of protection to any transferred Personal Data, and
- (d) OBS complies with the reasonable written instructions communicated to it in advance by the Customer regarding the Processing of Personal Data.

If applicable to the Provision, the Customer accepts that the present document constitutes a mandate for OBS to execute or for having already executed with its Subsequent Processors the standard contractual clauses for the transfer of Personal Data to processors established in third countries as set out in the European Commission decision of 5 February 2010 (C(2010)593), so that such Personal Data are covered by an adequate level of protection.

**5.7** During the term of the Contract, OBS shall retain the documentation and information enabling it to demonstrate compliance with this article, provide the Customer with all information (reasonable and readily available), and contribute to any audits conducted by the Customer under the conditions of the "Audit" article.

**15.8** OBS shall notify the Customer without undue delay when it becomes aware of a Personal Data breach.

**15.9** At the Customer's choice, to be specified in the termination letter, OBS shall delete or return to the Customer all documents and files containing Personal Data after the completion of the delivery of services relating to the Processing and shall retain no copies of Personal Data, unless required by law.

## END OF DATA PROTECTION CLAUSES