

Annex 2: Data Processing Agreement

I. Purpose

The purpose of this Data Processing Agreement is to define the conditions under which LEARN & GO (hereinafter “the data processor”) undertakes to carry out the personal data processing operations necessary to the performance of the services sold in application of LEARN & GO’s General Conditions (the “Agreement”), on behalf of the Customer or the end User who will act as the data controller.

As part of the Agreement, the parties undertake to comply with the regulations in force applicable to the processing of personal data and, in particular, Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 applicable from 25 May 2018 (hereinafter, “the European data protection regulation”).

This Data Processing Agreement (or “DPA”) applies exclusively to the processing of personal data within the framework of the Agreement.

During the performance of the Agreement, the Processor may process personal data (“Personal Data”) on behalf of and on instructions from the Controller in the course of the performance of the Agreement with the Controller. An overview of the categories of Personal Data, the purposes for which they are being processed and a description of the processing operation(s) is to be established and shared among Parties. The Controller shall be solely responsible for determining the purposes for which and the manner in which Personal Data are, or are to be, processed.

The ownership of the Personal Data that are being processed by the Processor shall remain with the Controller, unless the processing pertains to Personal Data of the Processor or its personnel.

II. Description of the processing which is the subject of the subcontracting

The data processor is authorized to process, on behalf of the controller the personal data necessary to the performance of the services defined in the Agreement.

The nature of the operations carried out on the data is as follows:

- cloud hosting
- shift, restoration and deletion of data upon specific request from the Client to the data processor

The purpose(s) of the processing, the personal data processed and the categories of data subjects as part of the services covered by the contract are listed in the register of processing established jointly by the data controller and the data processor, the latter having no control over the data collected and saved.

To comply with these conditions, the data controller provides the data processor with the following necessary information:

- Name and contact information of the Data Controller
- Name and contact information of the Data Protection Officer

III. Duration

This contract comes into force retroactively to the date of the Contract and for a period equal to the latter.

IV. Obligations of the data processor towards the data controller

The data processor undertakes to:

- a) process the data only for the purpose (s) of the Agreement.
- b) process the data in accordance with the documented instructions from the data controller of which the processor has acknowledged receipt. If the data processor considers that an instruction constitutes a violation of the European data protection regulation or of any other provision of Union law or of the law of the Member States relating to data protection, he shall immediately inform the controller. In addition, if the data processor is required to transfer data to a third country or to an international organization, under Union law or the law of the Member State to which it is subject, he must inform the controller of this legal obligation before processing, unless the law concerned prohibits such information for important reasons of public interest.
- c) guarantee the confidentiality of personal data processed under the Agreement

- d) ensure that the persons authorized to process personal data under this contract:
 - a. undertake to respect confidentiality or are subject to an appropriate legal obligation of confidentiality
 - b. receive the necessary training on protection of personal data
- e) take into account, with regard to its tools, products, applications or services, the principles of data protection by design and of data protection by default

V. Subcontracting

The data processor may use another data processor (hereinafter, "the sub-processor") to carry out specific processing activities. In this case, he shall inform the data controller in advance and in writing of any planned change concerning the addition or replacement of sub-processors. This information must clearly indicate the subcontracted processing activities, the identity and contact details of the data processor and the dates of the subcontract. The data controller may present his objections within 5 working days from the date of receipt of this information. The use of sub-processor can only be carried out if the data controller has not objected within the agreed period.

The sub-processors list appears in the data processing register and is made available to the customer by any mean.

The sub-processors are required to comply with the obligations under the Agreement and the DPA on behalf of and according to the instructions of the controller. The initial data processor is responsible for making sure that the sub-processors present the same sufficient guarantees as to the implementation of appropriate technical and organizational measures so that the processing meets the requirements of the European protection regulation data. If the sub-processors do not fulfil their obligations, the data processor remains fully responsible to the controller for the performance of its obligations by the by the sub-processor.

VI. Information of Data subjects

It is the responsibility of the data controller to provide sufficient and relevant information to the persons concerned by the processing operations at the time of data collection.

VII. Exercise of individual rights

As far as possible, the data processor must help the controller to fulfill his obligation to respond to requests for the exercise of the rights of data subjects: right to access, rectification, deletion and opposition, right to restriction of processing, right to data portability, right not to be the subject of an individual automated decision (including profiling).

When the data subjects make a request to the data processor to exercise their rights, the data processor must send these requests immediately by e-mail to the data controller, provided that the latter has provided him with the necessary contacts to this effect.

VIII. Notification of personal data breaches

The data processor notifies the data controller of any personal data breach within a maximum of 48 working hours after becoming aware of it, by any means. This notification is accompanied by any useful documentation to allow the controller, if necessary, to notify this violation to the competent supervisory authority.

IX. Audit

The processor provides reasonable assistance to the controller in carrying out data protection impact assessments.

The processor provides reasonable assistance to the controller for carrying out the prior consultation of the supervisory authority.

X. Security measures

Without prejudice to any other security standards agreed upon elsewhere by the Parties, the Processor shall demonstrably take appropriate technical and organisational security measures, which considering the current state of the art and the accompanying costs are in accordance with the nature of the Personal Data to be processed, in order to protect the Personal Data at all times against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure, access or unlawful processing. These measures shall include in any case:

- a) measures to ensure that the Personal Data can be accessed only by authorized personnel who need to access the Personal Data for the purposes set forth in the Agreement;
- b) measures to protect the Personal Data against accidental or unlawful destruction, accidental loss or alteration, unauthorised or unlawful storage, processing, access or disclosure;
- c) measures to identify vulnerabilities with regard to the processing of the Personal Data in the systems used to provide services to the Controller;
- d) If applicable, other measures agreed upon by the Parties during the performance of the Agreement.

XI. Retention Periods, Return and Destruction of Personal Data

At the end of the Agreement, the data processor undertakes, upon request from the data controller, to return all the data.

Once the data is returned, the data processor will attest to its deletion from his systems.

XII. Data Protection Officer

The data processor communicates to the data controller **the name and contact information of his data protection officer**, if appointed, in accordance with Article 37 of the European Data Protection Regulation.

In the absence of a data protection officer, the data processor communicates, by any means, the identity of the person to be contacted for matters relating to the protection of personal data.

XIII. Register of processing operations

The data processor states that **it maintains a written record** of all categories of processing activities carried out on behalf of the data controller including:

- The name and contact information of the data controller, if applicable, any sub-processor as well as the data protection officer;
- The processing activities performed on behalf of the data controller;
- Transfer of personal data to a third country or to an international organisation if any, including the identification of that third country or that international organisation and, in the case of transfers covered by Article 49 §1 of the European Data Protection Regulation, documents attesting to the existence of appropriate safeguards;
- To the extent possible, a general description of technical and organisational security measures including, as required:
 - pseudonymisation and encryption of personal data;
 - measures to ensure the continued confidentiality, integrity, availability and resilience of processing systems and services;
 - measures to restore the availability and access of personal data within an appropriate time frame in the event of a physical or technical incident;
 - a procedure to regularly assess the effectiveness of technical and organisational measures to ensure the safety of processing activities.

XIV. Documentation

The data processor provides the data controller, upon request, with **the necessary documentation to demonstrate compliance with all its obligations** and to enable audits by the person in charge of the processing or another auditor appointed by the controller, and to contribute to these audits to a reasonable extent.

XV. Data controller's obligations

The data controller shall:

- a) provide the data processor with the data covered by the II of these clauses
- b) document in writing any instructions regarding the data processor's handling of the data
- c) ensure, beforehand and throughout the processing period, that the obligations of the data processor meet the obligations of the European Data Protection Regulation.
- d) supervise the processing activities, including by conducting audits and inspections with the data processor.