

**GENERAL TERMS AND CONDITIONS FOR HOSTING
OF PERSONAL DATA
IN RELATION TO THE GENERAL DATA PROTECTION
REGULATION EFFECTIVE AS OF 25 MAY 2018**

Article 1. Context and Scope

The Client, data controller, has subscribed one or more services from Ikoula, subject to [Ikoula's General Terms and Conditions](#) or a specific contract.

The Client hosts personal data on the Ikoula servers, which gives IKOULA the status of processor under the CNIL doctrine.

The purpose of these clauses is to define the conditions under which the processor undertakes to perform the operations for personal data processing defined hereinafter on behalf of the data controller.

Within the context of their contractual relationship, the parties undertake to comply with the regulation in force applying to the processing of personal data and, in particular EU regulation 2016/679 of the European Parliament and Council effective as of 25 May 2018 (hereafter, "**the European data protection regulation**").

It is recalled that within its commercial relationship with the Data Controller, Ikoula is limited to providing the hosting space and never directly intervenes in the client's personal data, so that in no case shall Ikoula manipulate the client's personal data, aside from storing and archiving it, and in the latter case subject to the Client having selected the "archiving" option.

As host, Ikoula has no general obligation to supervise the content it hosts, and except where a particular service is subscribed, therefore does not know if its clients host personal data on its services.

Article 2. Description of the subcontracted processing

The processor is authorised to host, and subject to subscription of the service, archive personal data on behalf of the data controller, that it has declared in the declaration form.

The nature of operations performed on data is data hosting and, subject to subscription of the service, archiving of data.

The intended use(s) of the processing is not known to the Processor, according to article 6-1-2 of law no. 2004-575 of 21 June 2004. The Data Controller may however, subject to the implementation of a separate service, disclose the personal data that it hosts on Ikoula's servers.

The processed personal data is not known to the Processor, according to article 6-1-2 of law no. 2004-575 of 21 June 2004. The Data Controller may however, subject to the implementation of a separate service, disclose the personal data that it hosts on Ikoula's servers.

The categories of persons concerned are not known to the Processor, according to article 6-1-2 of law no. 2004-575 of 21 June 2004. The Data Controller may however, subject to the implementation of a separate service, disclose the personal data that it hosts on Ikoula's servers.

Article 3. Term of the contract

These general terms and conditions for hosting of personal data are effective as of 25 May 2018.

Article 4. Obligations of the processor in relation to data controller

The processor undertakes to:

1. Process data only for the intended use(s) of the subcontracting, namely host data on the understanding that the processor does not take any action on the data controller's personal data aside from hosting it on its servers, which are production and/or archiving servers subject to the data controller having subscribed the archiving option in the latter case.
2. Process data according to the services subscribed by the Client. If the processor considers that an instruction constitutes a breach of the European data protection regulation or any other provision of the law of the European Union or the Member States in relation to data protection, it shall immediately inform the data controller. In addition, if the processor is obliged to transfer data into a third-party country or an international organisation, according to the law of the European Union or the Member State to which it is subject, it must inform the data controller of this legal obligation prior to processing, except if the law in question prohibits its disclosure for important reasons of public interest.
3. Guarantee the confidentiality of personal data processed under this contract (insofar as the Data Controller does not make its hosting accessible to unauthorised third parties and ensures that security measures for confidentiality are taken, since the client has complete access to the personal data hosted by Ikoula)
4. Ensure that persons authorised to process the

personal data under this contract:

- Agree to respect its confidentiality or are subject to an appropriate legal obligation of confidentiality
- Receive the necessary training on personal data protection

5. With regard to its tools, products, applications or services, take the principles of data protection by design and by default, into consideration.

Article 5. Subcontracting

The processor may refer to another processor (hereinafter, "**the sub-processor**") to perform specific processing activities. In such case, it shall inform the data controller in writing, in advance of any envisaged change concerning the addition or replacement of other processors.

This information must clearly indicate the subcontracted processing activities, the identity and contact details of the processor and the dates of the subcontracting contract.

The data controller has a maximum period of 15 days from the date of receipt of this information in which to present its objections.

This subcontracting may only occur if the data controller has not issued an objection within the agreed time frame.

The subsequent processor must respect the obligations of this contract on behalf of and according to the instructions of the data controller. It is the initial processor's responsibility to ensure that the subsequent processor has the same sufficient guarantees in relation to the implementation of appropriate technical and organisational measures so that the processing complies with the requirements of the European regulation on data protection.

If the subsequent processor does not fulfil its obligations in relation to data protection, the initial processor remains fully liable with regard to the data controller for the other processor's performance of its obligations.

Article 6. Right of information for persons concerned

The data controller is responsible for providing information to the persons concerned with the processing operations at the time of collection of data.

Article 7. Exercise of persons' rights

Insofar as possible, the processor must help the data controller to fulfil its obligation to follow up on requests of the persons concerned to exercise their rights: right of access, rectification, erasure and opposition, right to

limitation of processing, right to portability of data, right not to be subject to an automated individual decision.

Where the persons concerned make requests to the processor to exercise their rights, the processor must upon receipt, address these requests by email to the address indicated by the Client when subscribing to the services.

Article 8. Notification of a personal data breach

The processor notifies the data controller of a personal data breach as soon as possible after having become aware of it, by email to the address indicated by the client when subscribing to the services.

This notification is accompanied by all relevant documentation in order to allow the data controller to notify this breach to the competent authority, if necessary.

The notification shall contain, as a minimum:

- The description of the nature of the personal data breach, including if possible, the categories and approximate number of data subjects concerned by the breach and the categories and approximate number of records of personal data concerned;
- The name and details of the Data Protection Officer or another point of contact where more information may be obtained;
- The description of the likely consequences of the personal data breach;
- The description of measures taken or proposed by the data controller in order to remedy the personal data breach, including where applicable measures to mitigate any adverse effects.

And, insofar as it is not possible to provide all of this information at the same time, the information may be provided in phases without undue further delay.

The data controller is responsible for communicating personal data breaches to the persons concerned. It is recalled that the processor is not aware of the personal data that it hosts and therefore cannot determine if a personal data breach is likely to cause a significant risk to the rights and liberties of a physical person.

Article 9. Assistance of the processor within the scope of the data controller's respect of its obligations

The processor shall provide the data controller with all pertinent documentation for impact analyses for the latter's data protection, in relation only to the aspects for which the processor is responsible, i.e. data hosting.

As much as possible and reasonably, the processor assists the data collector in the prior consultation of the control authority by providing the necessary documentation.

Article 10. Security measures

The processor undertakes to implement the following security measures:

- Classification and control of information assets:

Identification of owners of information, classification of all information, the security rules associated with each class of information and the inventory.

- Security of personnel:

Ikoula has developed a security training plan, for all collaborators, according to their roles. In addition, Ikoula's security team trains all personnel so that they are all aware of their own responsibility in the process of improving security.

- Ikoula's data security policy is based on a set of fundamental principles applied within our infrastructures. These principles are:
 - Anything not explicitly authorised is forbidden,
 - There is never a direct connection between the protected network(s) and the internal network(s) (firewall),
 - Equipment connected to the internal network is "invisible" to the internet,
 - Private communications between different sites through an external network (i.e. not managed by Ikoula) are protected (e.g., via a VPN),
- Access to services is operational at all times:

All equipment (air conditioning, electrical panels, etc.) used by Ikoula (excluding routers whose availability is ensured by a redundant + spare policy) are the subject of a 24/7 maintenance contract with breakdown services provided within 4 hours, from the constructor or its approved representative. In addition, in order to ensure the best availability of critical shared services (network, DNS, etc.), Ikoula provides a completely redundant infrastructure. Some services even have a load distribution function in order to limit bottlenecks and congestion on the network.

Ikoula currently implements the security measures provided by the [CISPE](#) code of conduct.

It is recalled that within the hosting service, the data controller itself decides the security policy to which it subscribes and which may be more or less extensive depending on the selected options (and in particular, subscription to a firewall, etc.). Ikoula's measures do not replace the security measures which must be taken by the data controller for personal data processing in order to ensure the compliance of its processing with the GDPR.

Article 11. Handling of data at the end of the commercial relationship

The handling of data at the end of the commercial relationship between IKOULA and the Client is detailed in Ikoula's general terms and conditions.

Article 12. Data Protection Officer

The contact details of the DPO are accessible on the website www.ikoula.com and the client may contact them at the address rgpd@ikoula.com

Article 13. Documentation

The processor provides the data controller with the documentation required to comply with its obligations, within the limit of the processor's role, namely the hosting of the data controller's data.

Article 14. Obligations of the data controller in relation to the processor

The data controller undertakes to:

1. Document in writing all instructions concerning data processing by the processor.
2. Ensure in advance and throughout the period of processing, that the processor respects the obligations provided by the European data protection regulation;
3. Supervise the processor's processing according to the Contract.

Article 15. Scope of the general terms and conditions for data exchange

These general terms and conditions for hosting of personal data under the General Data Protection Regulation effective as of 25 May 2018 and [Ikoula's General Terms and Conditions](#) or the specific contract agreed with the Client form one single contractual document.

All stipulations of the Ikoula General Terms and Conditions or the specific conditions to which these General Terms and Conditions for Hosting of Personal Data do not derogate or are not contradictory to the terms of the General Terms and Conditions for Hosting of Personal Data, shall remain fully applicable between the parties. In the event of a discrepancy between Ikoula's General Terms and conditions and these General Terms and Conditions for Hosting of Personal Data, these General Terms and Conditions for Hosting of Personal Data shall prevail from the date on which they are effective.

If one of the stipulations of the General Terms and Conditions for Hosting of Personal Data becomes invalid, with regard to a rule of the law in force or a legal decision becoming definitive, it shall be deemed void, without resulting in the invalidity of these General Terms and Conditions for Hosting of Personal Data or altering the validity of the other provisions.