

Last updated : September 5, 2018

Appendix 5 : Data Protection

This appendix inherits from and augments all terms set forth in the eXo Master Subscription Agreement and its other appendixes visible at <https://www.exoplatform.com/terms-conditions/terms-conditions.pdf>

0.1 Scope of application of appendix 5 about data protection

0.1.1 Additional Definitions

Appendix 5 means this appendix about data protection ;

Customer means the legal entity having subscribed to services proposed by eXo Platform ;

End-User means a physical person being either a Customer employee or business partner, making use of or being granted access to the Software;.

eXo Platform refers together to the companies eXo Platform SAS, a simplified joint stock company with share capital of 229.042,70 €, registered to the Paris Trade and Companies Register under number 450 511 506, whose registered office is located at 4, rue d'Alleray 75015 Paris (France), represented by its chairman, Mr. Benjamin MESTRALLET (« **eXo Platform SAS** ») and eXo Platform Luxembourg SARL, registered under number B210736 and whose registered office is located at 25 boulevard du Prince Henri 1724 Luxembourg (Luxembourg) represented by Mr Oualid Chaker (« **eXo Platform Luxembourg** ») ;

eXo Hosting means the hosting service for Uploaded Data that can be provided by eXo Platform such as defined in Appendix 3 visible at <https://www.exoplatform.com/terms-conditions/hosting-and-managed-services.pdf> ;

eXo Offerings means products and services made available by eXo Platform for purchase;

eXo Support means the assistance services provided to Customer and End-Users by eXo Platform as part of a Subscription Plan and such as defined in Appendix 1 at <https://www.exoplatform.com/terms-conditions/support-services.pdf> ;

Personal Data means, according to the Regulation, any information related to a identified or identifiable natural person directly or indirectly, by reference to an identification number or to one or more factors specific to that natural person ;

Regulation means the General Data Protection Regulation n°2016/679 of april 27th, 2016 related to the protection of natural persons regarding the processing of personal data and the free transfer of such data and repealing the 95/46/EC directive and effective May 25th, 2018 ;

Sites mean the internet websites published by eXo Platform SAS, including www.exoplatform.com or community.exoplatform.com ;

Uploaded Data means data of the Customer, including all content uploaded by the Customer or by End-Users, including personal Data collected by the Customer and accessible from the Software ;

0.1.2 Territorial scope of Appendix 5

Appendix 5 applies to the processing of Personal Data :

- done as part of eXo Platform's activities;
- about persons being in European Union territory when the processing is related to eXo Offerings.

Apart from these cases, the processing are subject to the law applicable to eXo Platform NA LLC, a limited liability company incorporated under the law of California, (United States) and registered in the California Companies Register under the number 200920410095 and having its registered office at 51 Federal Street, Suite 350, San Francisco, et dont le siège social est situé 51 Federal Street, Suite 350, San Francisco, 94105 California, United States of America.

0.1.3 Material scope of Appendix 5

Appendix 5 applies to processing of Personal Data of Customer and End-Users for the provision of the Software and eXo Support Services of (1.) and to the processing of Personal Data of Customer and End-Users for the provision eXo Hosting and Managed Services (2.)

1. For the provision of the Software and eXo Support Services

1.1. Processing by eXo Platform of Personal Data of the Customer and/or End-Users for the provision of the Software and eXo Support Services

The transfer of Personal Data is necessary to use the Software and for benefiting of eXo Support services.

1.1.1 Nature of Personal Data.

eXo Platform collects and processes Personal Data that the Customer and/or the End-Users provide voluntarily for using the Software and benefiting eXo Support Services : name, electronic address, phone number, data from polls and satisfaction surveys and the responses that are submitted.

eXo Platform shall never collect nor process personal data related, directly or indirectly to the race, health, sexual orientation, political , philosophical or religious opinions.

In certain cases, refusal to provide Personal Data can prevent the User to access some services provided by eXo Platform.

1.1.2 Use of Personal Data.

eXo Platform collects and processes Personal Data in a fair and lawful manner and with respect for End-users rights. eXo Platform is the processor of Personal Data of the Customer and/or the End-Users.

eXo Platform uses Personal Data for the following purposes : to enable the Customer and End-Users to use the Software and use the eXo Support by providing a service tailored to the needs of the Customer and/or End-Users and to maintain our customer relationship and inform them about eXo Offerings.

eXo Platform may send emails to the Customer and/or to the End-Users to their email address for technical or administrative reasons or to inform the Customer and/or End-Users of the evolution of its services, of new eXo Offerings as well as news related to the Software.

1.1.3 Disclosure and Transfer of Personal Data.

For eXo Support management purposes, eXo Platform may transfer Personal Data of the Customer and/or End-Users to its subsidiary eXo MEA located in Tunisia or give it access.

eXo Platform may disclose Personal Data of the Customer and/or End-Users with their consent, to provide products and/or services they have requested and in all cases set forth by the law and the regulation, including if the transfer is necessary to safeguard their lives, to safeguard the public interest, the observance of obligations enabling the establishment, exercise or defence of a legal claim, the consultation of a public registry, the performance and delivery of a contract between the parties or pre-contractual measures and to the conclusion or to the execution of a contract concluded or to be concluded, in the interest of the person concerned, between eXo Platform and a third party.

The Customer and/or the End-Users may provided their Personal Data to third parties that provide the content of eXo Offerings, in particular to access or use their products and services. If they accept to provide such informations to third parties, Personal Data will then be subject to their privacy policies.

To subscribe to eXo Offerings, the Customer, may, if necessary, provide his bank details to eXo Platform's payment service provider Braintree. For more information : www.braintreepayments.com/en-fr/legal/policy-updates.

1.1.4 Retention of Personal Data.

Personal data are hosted by our partners : Salesforce, Google and Marketo, whose servers are respectively located in Dallas, South Carolina and San José in the United States of America.

Personal Data of the Customer and/or the End-Users are kept for a maximum duration of three (3) years after the end of the contractual relationship.

1.1.5 Personal Data security statement

Personal Data security is of high importance for eXo Platform, who pays utmost vigilance to it, and commits into taking commercially reasonable efforts to prevent unauthorized access and processing by defining appropriate physical, digital and management policies and processes meant to secure Personal Data.

Although committed into using protection measures to ensure Personal Data privacy, eXo Platform cannot guarantee their absolute security and is therefore subject to an obligation by means.

1.1.6 Access Rights

According to the Regulation, Customer and End-Users have rights to access, modify, oppose to transfer and portability (excluding for sufficient cause), they can therefore (a) ask for the deletion of Personal Data collected and processed by eXo Platform - Customer and End-Users accept that such deletion would have an impact and eventually a suspension in the performance of some subscribed services - (b) lodge a complaint with a supervisory authority (c) establish instructions relating to their digital testament.

Customer or End-Users can exercise these rights by writing to eXo Platform SAS, 4, rue d'Alleray 75015 Paris - France or to the following email address : data-privacy@exoplatform.com

1.2 eXo Support

Upon Customer's and/or an End-User written request in a support ticket and/or any usual communication means and provided Customer has purchased a subscription plan giving access to Support Services, individual employees from eXo Support team will be entitled to remotely access the corresponding service on behalf of an End-User or administrator with the sole objective to assist them in configuring or using the Software or to check system health.

Depending on the subscribed plan, eXo support employees may maintain an active technical account on Customer's systems and application solely for ease of support and maintenance operations.

Authentication is done via individual encryption keys, rather than passwords, and the servers only accept incoming SSH connections from known locations. eXo Hosting is designed to allow application data to be accessible only with appropriate credentials, such that one customer cannot access another customer's data without explicit knowledge of that other customers' credentials information.

1.3 Logins and Passwords

Access to some services can be authorized via a written agreement between the Customer and eXo Platform and can require a login and a password provided by eXo Platform. The End-Users accept to ensure their login's and their password's confidentiality.

The Customer's and the End-Users passwords are strictly personal and confidential and need to be kept from any third party. The Customer and the End-Users are responsible for their passwords' eventual loss or theft.

eXo Platform recommends that the Customer and the End-Users renew their passwords regularly and choose complicated passwords including letters, digits and special characters.

1.4 External Links

The Service may provide links to other third party websites. Even if the third party is affiliated with eXo Platform through a business partnership or otherwise, eXo Platform is not responsible for the privacy policies or practices or the content of such external links. These links are provided to End-Users for convenience purposes only and Users access them at their own risk.

2. For the provision of Hosted Services

2.1. Processing by eXo Platform of Personal Data of the Customer and/or End-User for the provision of Hosting Services

2.1.1 Nature and usage of Personal Data

eXo Platform collects and processes Personal Data purposely submitted or stored by Customer and/or End-Users within the course of the provision of eXo Hosting in addition to End-users preferences and web traffic information.

eXo Platform uses Personal Data as mentioned in article 1.1.1 of this appendix for the purpose of providing eXo Hosting and eXo Support in connection with eXo Hosting.

2.1.2 eXo Support

Upon Customer's and/or an End-User written request in a support ticket and/or any usual communication means and provided Customer has purchased a subscription plan giving access to Support Services, individual employees from eXo Support team will be entitled to remotely access the corresponding service on behalf of an End-User or administrator with the sole objective to assist them in configuring or using the Software or to check system health.

Depending on the subscribed plan, eXo support employees may maintain an active technical account on Customer's systems and application solely for ease of support and maintenance operations.

Authentication is done via individual encryption keys, rather than passwords, and the servers only accept incoming SSH connections from known locations. eXo Hosting is designed to allow application data to be accessible only with appropriate credentials, such that one customer cannot access another customer's data without explicit knowledge of that other customers' credentials information.

2.1.3 Cookies.

eXo Platform introduces cookies into the End-Users browsers. These small files can contain information such as data about the End-User navigation and preferences.

A cookie is a small text file generated by websites that End-Users consult, that registers in your navigator. The cookie's goal is to facilitate your navigation on the websites, by memorizing your choices and your past activity and offer you relevant services.

Cookies introduced by eXo Platform aim at identifying End-Users, register their visits and their origin and offer them help via instant messaging.

The cookies are compulsory for the software use and consequently need to be accepted by the End-Users. The End-Users can configure their navigator so as to deactivate cookies or provide a warning before accepting a cookie on visited websites. However, if the End-Users choose to disable cookies, they will not be able to use all features of the Software.

eXo Platform uses Google Analytics, provided by Google Inc., Mixpanel, by Mixpanel Inc., and Smartlook, provided by Smartsupp.com, s.r.o., services of traffic analysis, that can collect the following data: connexion origin (Internet provider), navigator type and version, navigator language, connexion length, IP address, etc and place cookies into the End-Users navigators in order to measure traffic. For more information, the Customer and the End-Users can consult the following websites:www.google.com/intl/fr/policies/privacy/,<https://mixpanel.com/legal/dpa/>,
<https://www.smartlook.com/documents/dpa.pdf>

Information stored within cookies can be encrypted. However, eXo Platform does not store any credit card or banking information in the cookies.

Cookies remain valid for thirteen (13) months. A new acceptance form shall be requested by eXo Platform after that time is past.

2.1.4 Traffic.

Traffic information is generated once End-Users devices establish a connection between his browser and the Hosting service's server or a Site. Traffic information do not contain any sensitive information allowing for the identification of an individual person. eXo Platform shall collect the following data : connection source, type and version of the browser, connection length and visited pages.

These informations shall solely be used for statistics generation with the objective of improving the Service and or/the Software.

2.2 Processing by eXo Platform of Personal Data of Customer and/or End-users upon request of Customer or End-Users.

2.2.1 Description of the processing object of the subcontracting

For the provision of eXo Hosting, eXo Platform shall store and host on behalf of Customer Personal Data belonging to its Employees, external partners or clients for the sole objective of the Software usage.

Customer shall retain all usage rights regarding Personal Data processed by eXo Platform in the context of the Software / Service usage.

2.2.2 Obligations of eXo Platform toward Customer

eXo Platform undertakes to process Customer related Personal Data solely for eXo Hosting and according to Customer's instructions.

eXo Platform shall not store Personal Data beyond the duration instructed by Customer and shall not retain any Personal Data upon contract termination.

eXo Platform shall provide reasonable diligence to Customer into conforming to his obligations regarding Personal Data Protection.

2.2.3 Obligations of Customer toward eXo Platform.

Customer undertakes to :

- Provide eXo Platform with Personal Data necessary for the instructed processing,
- Assist eXo Platform into conforming to his obligations regarding Personal data Protection.

2.2.4 Notification in the event of a security issue or a Personal Data privacy violation

In the event when a security issue or a non-authorized disclosure and/or violation of Personal Data would incidentally or wrongfully occur, eXo Platform undertakes to :

- Provide Customer with an advisory information no later than seventy-two (72) hours following the incident occurrence.
- Notify customer of any spotted violation of Personal Data by issuing relevant information allowing Customer for complying with its own obligations within legal deadlines, and reporting this violation to a supervisory authority. Such information include :
 - Description of the nature of the Personal Data violation, including if available, categories and approximate count of impacted End-Users and categories and approximate count of Personal Data records impacted by the violation,
 - Description of potential consequences of the corresponding Personal Data violation.
- Undertake without delay appropriate measures for remedy, including all relevant procedures at the competent supervisory authority; and

- collaborating with Customer to communicate to involved End-Users the existence of a Personal Data violation, according to Customer's instructions and upon mutual agreement between Parties.

2.2.5 Audits and responsibilities

eXo Platform in his quality of a subcontractor shall only act upon Customer instruction and will be responsible for any failure in performing his obligations and for all damage caused by his own acts.

In this cases, eXo Platform will defend Customer against all claims raised by any third party subsequent to his own failures.

Customer may proceed with all reasonable verification which will appear necessary for Customer to determine whether eXo Platform fulfilled his commitments, by means of an audit diigented at Customers sole expense, limited to processings managed by eXo Platform and instructed by Customer, and following a written prior notice to eXo Platform within reasonable delays.

eXo Platform undertakes to answer Customer's demand for auditing by Customer's representatives or by a selected third party independent auditor, provided auditor justifies an adequate qualification and freedom to issue audit conclusions to Customer.

Audits shall entitle Customer to verify the fulfillment of contractual obligations and of the Regulation.

2.2.6 Information rights for involved End-Users.

Customer will retain the responsibility to provide involved End-users with information regarding Personal Data processing upon collection.

2.2.7 Exercice rights for involved End-Users.

Where possible, eXo Platform shall assist the Customer in fulfilling its obligation to respond to requests for the exercise of the concerned parties rights: right to access, to rectification, to erasure and to object, rights to restriction of processing, right to data portability, right to not be subject to an automated individual processing (including profiling).

eXo Platform is committed to cooperating with the Customer and help him meet legal requirements with regards to individual data, which are the Customer's responsibility, in particular in order to respect the rights of the parties subject to the Regulation.

When End-Users make requests to exercise their rights to eXo Platform, eXo Platform must address those requests upon receipt by email to the Customer

In the event of involved End-Users would request directly eXo Platform in the objective of exercising their rights, eXo Platform will forward these request to Customer immediately upon reception.

2.2.8 Subcontracting to third parties

eXo Platform may subcontract specific processing to be conducted by third parties.

2.2.9 Duty of cooperation with the relevant data protection authorities.

eXo Platform and the Customer undertake to cooperate with relevant data protection authorities, in particular in case of an information request or in case of control.

2.3. Declaration on the Uploaded Data Security

2.3.1 Storage of Uploaded Data

eXo Platform hosting platform has been designed and optimized specifically to host the Software and Uploaded Data and includes several levels of redundancy.

The applications run on a front-end server that is physically separated from the one on which the Uploaded Data is stored. The hardware failure of a server is recoverable by starting a new server. Application Data is stored on storage servers that have built-in redundancy in order to protect the Customer's Uploaded Data against any equipment failures and ensure that Uploaded Data remains available during maintenance.

Uploaded Data is hosted by eXo Platform hosting partners: Google, for which the choice of geographical location of the servers is left to the Customer prior to the hosting service set-up, subject to availability.

2.3.2 Responsibility with regards to Uploaded Data

eXo Platform does not own the Uploaded Data. The Customer is solely responsible for the data uploaded by him and / or the End-Users and its accuracy, quality, integrity and legality.

The Customer undertakes to comply and ensure compliance by the End-Users with all legal and regulatory requirements, in particular those related to Personal Data and to third parties rights, including individual rights, intellectual or industrial property rights such as copyright, patent law, design protection rights and trademark law.

The Customer is informed of the regulations related to Personal Data protection, in particular as regards his obligations, including the principle of accountability. As such, the Customer has to provide End-Users with information with regards to the use of their Personal Data and teach them as to the correct Software usage.

In addition, the Customer and / or the End-User is fully responsible if the Uploaded Data violates third party rights and shall indemnify eXo Platform for all claims related to this breach and / or illegality.

If eXo Platform is aware that the data uploaded by the Customer and / or the End-User violates any law or rights of a third party, eXo Platform may freely, without being held responsible by the Customer and / or the End-User, immediately remove access to such data without prior warning to either the Customer or the End-User.

The Customer retains control over all the Uploaded Data, which is considered the Customer's property. At the Customer's request, eXo Platform may need to delete, modify, edit or alter any Uploaded Data.

At the end of the contractual relationship, the Customer shall notify the End-Users by any means necessary that they must download their Uploaded Data, if this has not already been done.

The Customer acknowledges that eXo Platform does not host their Uploaded Data indefinitely and that it is their responsibility to ensure the export of the last backup of their Uploaded Data, upon the end of contractual relationship or upon the contract termination.

At the end of the contractual relationship for any reason whatsoever, eXo Platform shall return all the Uploaded Data to the Customer in a structured and commonly used format.

Once the data has been returned, eXo Platform shall destroy all copies of Uploaded Data held within its computer systems within 90 days.

2.3.4 Security.

eXo Platform undertakes to:

- preserve the security and confidentiality of the Uploaded Data, which is directly or indirectly processed on behalf of the Customer, through the implementation of protective measures, aiming at preventing Data from being deformed, destroyed, lost, altered, pirated, diverted, damaged or disclosed, accidentally or unlawfully, to unauthorized parties
- not use the Uploaded Data for purposes other than the strict performance of its contractual obligations. As a consequence, eXo Platform refrains from exploiting, including for its own needs, directly or indirectly, this data. eXo Platform shall not to transfer or make available the Uploaded Data to third parties for any purpose whatsoever and in particular for commercial prospecting purposes

- not transfer to a third party the Uploaded Data collected without notifying the Customer beforehand

eXo Platform is committed to meeting the following obligations and enforcing them by its staff :

- to make no copy of the documents and other information materials entrusted to it, with the exception of those necessary to comply with its contractual obligations and with the prior consent of the Customer
- to not use the documents and information obtained for purposes other than those specified within the contractual obligations
- to not disclose these documents or information to other parties, whether private or public, physical or legal
- to take all necessary measures in order to avoid any misuse or fraudulent use of computer files during the fulfillment of contractual obligations.

2.3.5 Offices.

Physical access to hosting centers is strictly limited to staff authorized by our hosting partners.

eXo Platform shall make commercially reasonable efforts to avoid any interference with the Uploaded Data, such as loss, misappropriation, intrusion, unauthorized disclosure, alteration or destruction of the Uploaded Data. On this point, eXo Platform is subject to an obligation of means.

2.3.6 People and Access.

No employee of eXo Platform has access to the Uploaded Data, unless access to such information is necessary for the Subscription or for the implementation of services.

2.3.7 Monitoring

eXo Platform's cloud operations team monitors the hosting platform 24/7, 365 days a year.

eXo Platform shall not be held responsible for the content of any communication provided by the End-Users or for any errors or violations of any laws or regulations by End-Users.

2.3.8 Backups.

Data uploaded for eXo Hosting is backed up daily. Each backup is stored redundantly in multiple locations and retained for the period of time specified in the Customer's subscription plan. All backups are encrypted.