

Annex 1: Protection of Personal Data

ARTICLE 1: DEFINITIONS

The terms defined below, used in the singular or the plural, have the following definition:

Personal Data: means any information relating to an identified or identifiable individual (hereinafter referred to as the "Person Concerned"). Is deemed to be an identified or identifiable natural person a natural person who can be identified, directly or indirectly, in particular by reference to an identifier, such as a name, an identification number, location data, an online identifier, or to one or more specific elements specific to its physical, physiological, genetic, psychic, economic, cultural or social identity.

Regulation: means Regulation (EU) 2016/679 adopted by the European Parliament and the Council on 27 April 2016, as well as any later amended version of this text.

Person responsible for processing: means the natural or legal person, public authority, department or other body which, alone or jointly with others, determines the purposes and means of the processing; where the purposes and means of such processing are determined by the law of the Union or the law of a Member State, the controller may be designated or the specific criteria applicable to his appointment may be provided for by the law of the Member State Union or by the law of a Member State. As part of the execution of the present, the Controller is Devoteam SA.

Subcontractor: means the natural or legal person, public authority, service or another body that processes Personal Data on behalf of the Data Controller. As part of the execution of the present, the Subcontractor is C'EST COMME UNE AGENCE.

Processing: refers to any transaction or set of transactions performed or not using automated processes and applied to Data or sets of Personal Data, such as

collection, registration, organization, structuring , preservation, adaptation or modification, extraction, consultation, use, communication by transmission, dissemination or any other form of availability, reconciliation or interconnection, limitation, erasure or destruction.

Infringement of personal data: a security breach resulting in accidental or unlawful destruction, loss, alteration, unauthorized disclosure of personal data transmitted, stored or otherwise processed, or unauthorized access to such data.

ARTICLE 2: OBLIGATIONS OF THE SUBCONTRACTOR IN RESPECT OF THE TREATMENT MANAGER

The Subcontractor undertakes to respect all of its obligations under the Regulation and any regulations relating to the protection of Personal Data. The Subcontractor can not discharge in any way the responsibilities incumbent on him.

As such, the Subcontractor undertakes in particular to:

- (i) Process Personal Data only for the sole purpose (s) described in Annex A;
- (ii) Process Personal Data in strict accordance with the instructions detailed in Annex A or any other document accepted by the Parties
- (iii) By virtue of its duty of collaboration, in the event that the Subcontractor considers that an instruction constitutes a violation of the Regulation or any other provision of Union law or of the law of the Member States relating to the protection of Personal Data, he undertakes to immediately inform the controller;
- (iv) In addition, in the event that the Subcontractor is required to proceed to a processing of Personal Data pursuant to a regulatory provision to which it is subject, it shall inform the Controller in advance, except for reasons of public interest;
- (v) Guarantee the confidentiality of the Personal Data processed in the context of the present, and to respect this confidentiality and security to appropriately authorized persons;

- (vi) At the first request of the Data Controller, the Subcontractor will provide the individual confidentiality commitments of authorized persons, evidence of the training of authorized persons in the protection of Personal Data, as well as any other evidence of compliance. present;
- (vii) Take into account, with respect to its tools, products, applications or services, the principles of protection of Personal Data from the design and protection of Personal Data by default;
- (viii) Collaborate in good faith with the Data Controller to perform impact assessments for the protection of Personal Data that the Data Controller decides to perform;
- (ix) Keep a record of the categories of Processing activity as required by Article 30 of the Regulations;
- (x) In the event that the Subcontractor is established outside a Member State, he shall designate to the controller a representative established in the territory of a Member State.

In addition, the Subcontractor is prohibited from:

- Disclose, in any form whatsoever, all or part of the Personal Data to a third party to this contract;

ARTICLE 3: TRANSFER OF PERSONAL DATA OUTSIDE THE EUROPEAN UNION

Transfers of Personal Data in a country that does not have an adequate level of protection within the meaning of the Regulation are subject to the express prior authorization of the Controller.

In the event of the approval of the Controller, the Subcontractor undertakes to cooperate with the Controller in order to ensure full compliance with the regulations in force.

The Subcontractor undertakes to ensure that the authorized transfers have the appropriate legal guarantees within the meaning of article 46 of the GDPR.

ARTICLE 4: RIGHTS OF THE PERSONS CONCERNED

The Subcontractor will cooperate in good faith with the Controller and will make best efforts to assist the Processor in fulfilling requests for the exercise of the rights of the Relevant Persons under the Regulation, including: access, rectification, deletion and opposition, right to limitation of processing, right to portability of Personal Data, right not to be the subject of an automated individual decision.

In the event that Concerned Persons apply directly to the Subcontractor, the latter will forward the requests upon receipt by e-mail to the person designated by the Controller in Annex A. The Subcontractor shall refrain from responding directly to inquiries from Concerned Persons, except as instructed by the Controller.

With regard to the right of information of the Persons Concerned, it is the responsibility of the controller to provide information to the persons concerned by the processing operations at the time of the collection of the Personal Data or, in agreement with the Subcontractor, to ask the Subcontractor, at the time of the collection of the Personal Data, to provide, to the Concerned Persons, the information relating to the processing of Personal Data that it carries out.

ARTICLE 5: SECURITY

Without prejudice to the provisions of the Contract, the Subcontractor shall implement all appropriate technical and organizational measures to protect Personal Data.

The Subcontractor undertakes, in particular, to take all necessary precautions with regard to the nature of the Personal Data and the risks presented by the Processing, to preserve the security of the Data File and in particular to prevent any distortion, alteration, damage, accidental or unlawful destruction, loss, disclosure and / or any access by unauthorized third parties.

In particular, the Subcontractor undertakes to ensure a complete seal between the Data of the Data Controller and the data of the other customers of the Subcontractor, by physical and logical separation.

The means implemented by the Subcontractor to ensure the security and confidentiality of the Data include the following measures, which should be specified in **Annex A**.

The Subcontractor undertakes to maintain these means throughout the execution of the Contract and, failing that, to immediately inform the Controller.

In any case, the Subcontractor undertakes to change the means to ensure the security and confidentiality of Personal Data and files, to replace them by means of superior performance. No evolution can lead to a regression of the security level.

ARTICLE 6: NOTIFICATION OF PERSONAL DATA VIOLATIONS

In case of violation of Personal Data, the Subcontractor undertakes to:

- (i) notify the Controller within twenty-four (24) hours after becoming aware of it, specifying any information relevant to compliance with Articles 33 and 34 of the Regulation and cooperating fairly with the Controller in order to enable him/her to -make all the provisions applicable to him,
- (ii) carry out any necessary investigations into breaches of the protection rules in order to remedy them as soon as possible and to reduce their impact and harm on the concerned persons and the controller. The Subcontractor will be obliged to keep the Controller informed of the results, the consequences envisaged and the corrective measures implemented.

ARTICLE 7: OBLIGATIONS OF THE TREATMENT OFFICER WITH RESPECT TO THE SUBCONTRACTOR

The Treatment Manager agrees to:

- Provide the Subcontractor with the data referred to in Annex A;
- Document in writing any instructions regarding the processing of the data by the Subcontractor;
- Ensure, in advance and throughout the duration of the treatment, the respect of the obligations stipulated by the Regulation at the expense of the Subcontractor;
- Supervise the treatment.

ARTICLE 8: RETENTION OF DATA AFTER THE SERVICES

The Subcontractor undertakes to ensure the effective erasure of all Personal Data of the Data Controller and to justify in writing their destruction no later than two (2) months after the end of the service. The Subcontractor undertakes not to keep any copy of said data after this period.

ARTICLE 9: USE OF A SUBSEQUENT SUB-CONTRACTOR

As part of the execution of the contract, the Subcontractor is entitled to call upon the Subsequent Subcontractors specifically mentioned in Annex A;

Any Subcontractor who is not specifically authorized to carry out all or part of the treatment described in Appendix A, is prohibited from accessing the Personal Data of the Processing Manager.

This prohibition is waived subject to the prior written consent of the Controller to the use of the Subsequent Subcontractor.

The prior request of the Subcontractor indicates at least the processing activities subcontracted to the Subcontractor, the identity and the contact details of the Subsequent Subcontractor, the dates of the subcontracting contract and the possible existence of flows. Personal Data outside the European Union or to an international organization.

The Subcontractor undertakes to enter into a contract with the Subcontractor Sub-Contenter later to comply with the same obligations mentioned hereunder.

It is the responsibility of the initial Subcontractor to ensure that the Subcontractor submits sufficient guarantees necessary for the implementation of technical and organizational measures required to comply with the Regulations.

The initial subcontractor remains in all circumstances fully responsible to the person responsible for the processing of the performance by the Subsequent Subcontractor of its obligations.

ARTICLE 10: AUDIT

The Subcontractor undertakes to place at the disposal of the Data Controller the necessary documentation to demonstrate compliance with all its obligations hereunder.

The controller reserves the right to carry out any verifications that appear useful to him to ascertain compliance with the aforementioned obligations, and in particular by conducting an audit with the Subcontractor or directly with a Subsequent Subcontractor.

The Subcontractor undertakes to respond to requests from the Controller of the processing performed by himself or by a trusted third party he has selected, recognized as an independent auditor, having an appropriate qualification, subject to confidentiality obligations and free to provide details of his remarks and audit conclusion to the Controller.

The audits concerned must allow for an analysis of the Sub-Contractor's compliance with its obligations referred to herein.

ARTICLE 11: COOPERATION IN CASE OF CONTROL

In the event of control by a competent authority, the Subcontractor undertakes to cooperate loyally with: (i) the Controller and (ii) the supervisory authority, and to provide them without delay with all the required elements.

In the case of a check carried out by the Subcontractor concerning the Treatments implemented in the name and on behalf of the Controller, the Subcontractor undertakes to inform the Controller immediately and to make no commitment to him.

In the case of a check carried out by the Subcontractor concerning only the treatments implemented by the Subcontractor as Processing Manager, the Subcontractor will do his / her own with the control and consultation.

ARTICLE 12: LIABILITY

The Parties agree that in the event of a breach of the obligations under the Regulation and / or the regulations on the protection of Personal Data, any limitation of liability of the Subcontractor is excluded.

APPENDIX A: Details of the Processing of Personal Data

1 - DESCRIPTION OF THE TREATMENT

The Subcontractor is authorized to process on behalf of the Data Controller the Personal Data necessary to provide the service (s) defined by this Agreement.

The nature of the transactions carried out on the Personal Data by the Subcontractor is limited to:

- Data Hosting
- Collection of registration data for the contest
- Transfer of these data to the Treatment Manager
- The collection and analysis of anonymous information about the use of the site <https://www.devogame.devoteam.com/>

List of Authorized Subcontractors:

- Google (Gmail suite)
- Dropbox (collaborative work and hosting of client files)
- Gandi (dedicated server)
- Inikup (IT outsourcing)
- Datasolution (web development)

The type of Personal Data processed is [...].

Civil status	Last name First Name
Personal life	School, graduation date, email address, country of origin, curriculum vitae, phone number
Connection data	Login password
Other	Proof of assignment to a school (student card or certificate of study)

The categories of Persons Concerned are [...].

- Students taking part in the devogame contest
- The teammates of the participants ("trusted friends")

Retention of Personal Data: cf. ARTICLE 8: RETENTION OF DATA AFTER THE BENEFIT

2 – INSTRUCTIONS

The Subcontractor undertakes to process the Personal Data of the Data Controller in accordance with the documented instructions of the Data Controller as set out below:

- Do not store or otherwise process the Personal Data of the Data Controller for its own account.

3 - INTERLOCUTORS APPOINTED BY THE TREATMENT OFFICER AND BY THE CONTRACTOR

For the Treatment Manager:

Data Protection Officer

Email address: dpo.group@devoteam.com

For the Subcontractor:

LUCKING JULIETTE, Associate Director

j.lucking@cestcommeuneagence.com

In case of subsequent subcontracting, please communicate to Juliette Lucking the contact details of the contact person designated by the Subsequent Subcontractor.

4 - MEANS IMPLEMENTED TO ENSURE THE CONFIDENTIALITY AND SAFETY OF THE DATA PROCESSED

Hosting data and securing servers

C'est Comme Une Agence has a dedicated server hosted at Gandi to host the websites of SACC clients including the DEVOGAME site.

Gandi SAS

63-65 Boulevard Massena

75013 Paris

- Data centers hosting Gandi servers are located in locked rooms and access is protected by badges. Access to data centers is protected by 24/7 security guards. Only duly authorized persons can physically access the servers.
- Access to the client servers is done only via SSH key, and from authorized IP addresses.
- Installation of critical updates (operating system and applications);
- Implementing measures against SQL injection attacks, scripts, etc;
- Daily incremental backups and implementation of a backup policy: Back up servers twice a day, backups being kept for 14 days by default.
- Encryption: TLS protocol for any data exchange on the internet.

Securing archiving

- Archiving of data on Dropbox in a dedicated folder to which only the management of the company and the employees having to work on the project DEVOGAME have access.
- Destruction of obsolete archives in a secure way.