Valletta, 25th of November 2018

Guidelines (General Instructions) compliance with the Data Protection Regulation when using EASO-sponsored Cloud services

Introduction

The following guidelines frame the boundaries of acceptable usage of EASO information assets whenever using EASO contracted cloud services for processing[1] personal data[2].

As a general instruction, EASO's stakeholders must ensure compliance with the Regulation applicable to all EU agencies and bodies. In the particular case of this guideline, with the Regulation (EU) No 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons. This regulation regards to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data. This provision implies, amongst others, that EASO must take all necessary measures to ensure the confidentiality of the personal data it processes and implement adequate safeguards to prevent any unauthorised disclosure of the personal data.

Privacy Statement

For the purposes of the application of these guidelines, any collection of personal data for the creation and usage of a cloud account shall be processed by EASO staff in accordance with Regulation (EU) No 2018/1725 and in accordance with the Regulation (EU) 2016/679 of the European Parliament and of the Council (commonly known as GDPR) when processed by external stakeholders. For data collected by EASO ICT, the controller is joao.fernandes@easo.europa.eu. For data processed by Microsoft the please see the derogations applied to EASO's Microsoft volume licensing contract in Annex 1, and, in particular, line d) on General Data Protection Regulation ("GDPR") there written. The data collected by EASO ICT will be processed only for the purpose of creating and managing the cloud accounts. The recipients of the data are EASO's ICT team. Replies for the creation of the account are voluntary, however, EASO staff or guest accounts who do not reply with the necessary data to create the account, will not be able to use the EASO cloud facilities. To access or correct personal data provided to EASO ICT please contact the controller to have the information updated. You may contact EASO's DPO in case of any difficulties or for any questions relating to the processing

[1] Processing personal data includes any operation performed on personal data. Even consultation of a file that contains personal data falls under the definition of "processing".

[2] Please be advised that the term "personal data" refers to any information that can lead to a person being identified on the basis of that data. A person may 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 factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

of your personal data at the following e-mail address: (dpo@easo.europa.eu). You also have the right to obtain further assurance via the European Data Protection Supervisor (edps@edps.europa.eu).

Guidelines

In the context of using cloud services provided by cloud providers under contract with EASO, users have to take into consideration the following general principles whenever processing files that contain personal data:

1. **Need-to-know principle on data sharing**
   One of the reasoning behind choosing to use a cloud service is, naturally, to allow different users to access content remotely, from various locations. However, taking into consideration the need to comply with the Data Protection Regulation, this form of content sharing must be governed by a strict "need to know" principle whenever **content that contain personal data is processed via a cloud platform and shared with other users**.
   This means that whenever a user uploads content that contain personal data to the cloud platform and decides to share it with other users in the platform, the user must pay careful consideration to whom he/she decides to share the content.

   The "need to know" principle means that this type of information is shared only with those users that have a justified need to have access to this information. The opposite of this would be to share such content indiscriminately with a wide range of users (for example whole sector or unit). In many cases, this would be a breach of confidentiality of the personal data in included in that content, as it is unlikely that all users within the broad group would absolutely need to have access to that file in order to perform the tasks required of them.

   In other words, whenever uploading and deciding on sharing a professional file or content that contains personal data, the user must assess the list of other users that he/she decides to share the content. This decision must rooted on the specific tasks of the "recipients" in relation to that specific file (i.e. the file must be shared strictly with those users that need to have access to the information in order to perform their specific tasks).

   One good example of this would be a case file (in the hotspots) which does not have to be shared with a large number of users, quite on the contrary – a limited number of staff should have access to this file (at various stages). This consideration takes special importance whenever deciding to share information with external users (users without a @easo.europa.eu account).

2. **Copying of files in shared drives to local folders on personal devices**
   Given the need to have a controlled cloud environment to ensure the privacy of the data, users should not copy/download files and content to personal devices. This facility should be performed strictly from/to EASO devices.

3. **Deciding the ownership of content**
   The structure and configuration of the cloud-based systems entails the need to have content ownership. This means that in order to ensure proper functionality, each information asset must have an owner – a user that is responsible for the sharing of the information onto the cloud service and that also decides on the need to share this information with other users (taking into account point i. – the need to know principle).

4. **Acceptable usage of ICT resources applies**
   The EASO policy[3] on acceptable usage of ICT resources applies to cloud-based information and services.

5. **Shared files are not guest-enabled, only shared folders**
   Users of the cloud-based platforms must take into account that, when sharing individual content with either anonymous or named guest users (users without a @easo.europa.eu account), are implicitly granting access to information that does not require authentication to the platform and, therefore, does not require acceptance of the provisions herewith.

   On the other hand, when sharing structured content with guest users (users without a @easo.europa.eu account) coupled with the capacity to edit the content, the user of EASO's platforms acknowledges responsibility to highlight to the guest(s), prior to granting the access, the need to observe and acknowledge the regulations and the guidelines here enclosed.

6. **Retention of data**
   Users should verify regularly the need to have content online and to maintain the share of the content they own. While retention policies are in place in cloud facilities, they come into force only after the user account is marked for deletion, upon which the user content is deleted after a 30 day period.

   It is therefore of essence that the user takes duty of care and applies the provisions that regulate the Document Management and Retention Schedule rules of EASO. As such, is recommended that for cloud content that is **no longer used or needed**, a maximum interval of 6 months of existence in the cloud facilities apply after the expiration of the business need. This is particularly true in the case of operational files, where a strict cut-off date must be observed. Whenever the file is handed over to the third parties, the content (including any personal data) should no longer be stored on any EASO ICT equipment.

   After this expiration interval elapses, the user is required, if applicable, to move the expired content from the cloud to the ERDMS for long term storage and retention, in accordance with EASO's policies and applicable retention schedules.

[3] https://erdms.easo.europa.eu/exo/es/public/Legal%20Framework/Policies/EASO_Pol_02_ICT.pdf

Microsoft Volume Licensing

Amendment to Contract Documents

Agreement Number		EC_Master

These amendments are entered into between the parties identified on the attached program signature form. They amend the Enrollment or Agreement identified above. All terms used but not defined in these amendments will have the same meanings provided in that Enrollment or Agreement.

Enterprise Agreement PREAMBLE

Amendment ID CTM

Preamble

Customer has chosen, on behalf of itself and all EU Institutions, Bodies and Agencies (**EUIs**) to enter into this Enterprise Agreement Subscription (EAS) and in this Enterprise Agreement Subscription Unrestricted Access Framework (**EU UAF**). This EU UAF model is subscription based and allows each EUI to pay an annual price per Corrected Named User (as defined herein) for specific groups of on-premise Products which allows the use of such on-premise Products by the EUI throughout the term of this Agreement without a requirement to undertake an annual device or user count.

Full details of the EU UAF can be found in the following document which is hereby incorporated into this Agreement as Attachment:

Attachment A – Licensing Proposal - version 11.3 (dated 26 March 2018) which contains details of the specific licensing options; and which contains pricing information. All pricing contained in the Proposal, is the Estimated Retail Price (ERP) and is provided for guidance only. Actual pricing will be determined between the Enrolled Affiliate and its Reseller.

Enterprise Agreement
Order of Precedence

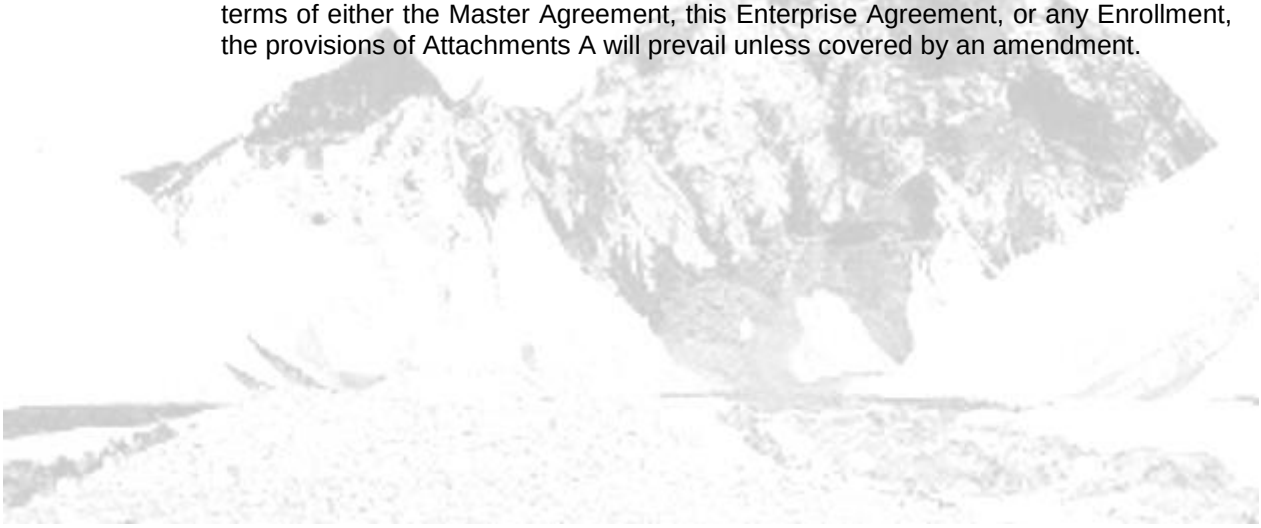
Amendment ID CTM

This Amendment is entered into between the parties on the program signature form for the contract documents identified therein. All terms used but not defined in this Amendment will have the same meanings provided in the corresponding contract documents.

Chapter 6. “Miscellaneous”, paragraph c. “Order of precedence”, is hereby deleted in its entirety and replaced by the following:

c. Order of precedence. In the case of a conflict between any documents in this agreement that is not expressly resolved in those documents, their terms will control in the following order, from highest to lowest priority: (1) the Master Agreement, (2) this Enterprise Agreement, (3) any Enrollment, (4) the Product Terms, (5) the Online Services Terms, (6) orders submitted under this agreement, and (7) any other documents in this agreement. Terms in an amendment control over the amended document and any prior amendments concerning the same subject matter.

In the case of a conflict between Attachments A to this Enterprise Agreement and the terms of either the Master Agreement, this Enterprise Agreement, or any Enrollment, the provisions of Attachments A will prevail unless covered by an amendment.



Enterprise Agreement
Customer Data Dynamics

Amendment ID CTM

This Amendment is entered into between the parties on the program signature form for the contract documents identified therein. All terms used but not defined in this Amendment will have the same meanings provided in the corresponding contract documents.

1. CUSTOMER DATA USE AND LOCATION

For the purposes of this Amendment, the term "Online Services" applies only to the services in the table set out in the Section entitled "*Location of Data at Rest*" in the Data Processing Terms of the Online Services Terms, excluding any Previews, and "Customer Data" includes only Customer Data that is provided through use of those Online Services.

As Enrolled Affiliate to an Enrollment under this Agreement is provisioning their tenant in the European Union, Microsoft will always store the Dynamics 365 Core Services Customer Data at rest within the European Union, except for the Microsoft Social Engagement Service.

Microsoft may transfer Customer Data for the purposes of troubleshooting the Online Services, improving the Online Services, or as required by law. As set out in the Data Processing Terms of the Online Services Terms, any such transfer shall be governed by the Standard Contractual Clauses. Microsoft will abide by the requirements of European Economic Area law regarding the collection, use, transfer, retention, and other processing of personal data from the European Economic Area.

Customer Data will be used only to provide Customer the Online Services including any directly related purposes. These purposes may include troubleshooting aimed at preventing, detecting and repairing problems affecting the operation of the Online Services and the improvement of features that involve the detection of, and protection against, emerging and evolving threats to the services or Customer Data (such as malware or spam).

Following expiration or termination of Customer's use of an Online Service, the Online Services Terms shall apply Customer Data until the Customer Data is deleted from the account by Microsoft.

For the avoidance of doubt, this section serves to clarify and not amend the terms of the OST.

2. PRIVILEGES AND IMMUNITIES

Microsoft acknowledges that Customer is subject to the privileges and immunities outlined in Protocol 7 of the Treaty on the Functioning of the European Union http://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX%3A12012E%2FPRO%2F07.

Microsoft further acknowledges the Customer's position that it is not subject to US laws and, as such, legislative references in the Online Services Terms which are specific for US-based customers (eg HIPPA and FERPA) do not specifically apply to the Customer.

3. TRUST CENTER

Microsoft will maintain the information on where Customer Data is stored, and a list of subcontractors used to provide Online Services on the Microsoft Trust Centre at http://www.microsoft.com/en-us/trustcenter (or successor site). Microsoft reserves the right to change or remove information from the Microsoft Trust Center at any time at its sole discretion.

The terms set out in this Amendment shall take precedence over those in the Enrollment or Agreement identified above, including those in the Microsoft Trust Centre.

Enterprise Agreement
Affiliate

Amendment ID CTM

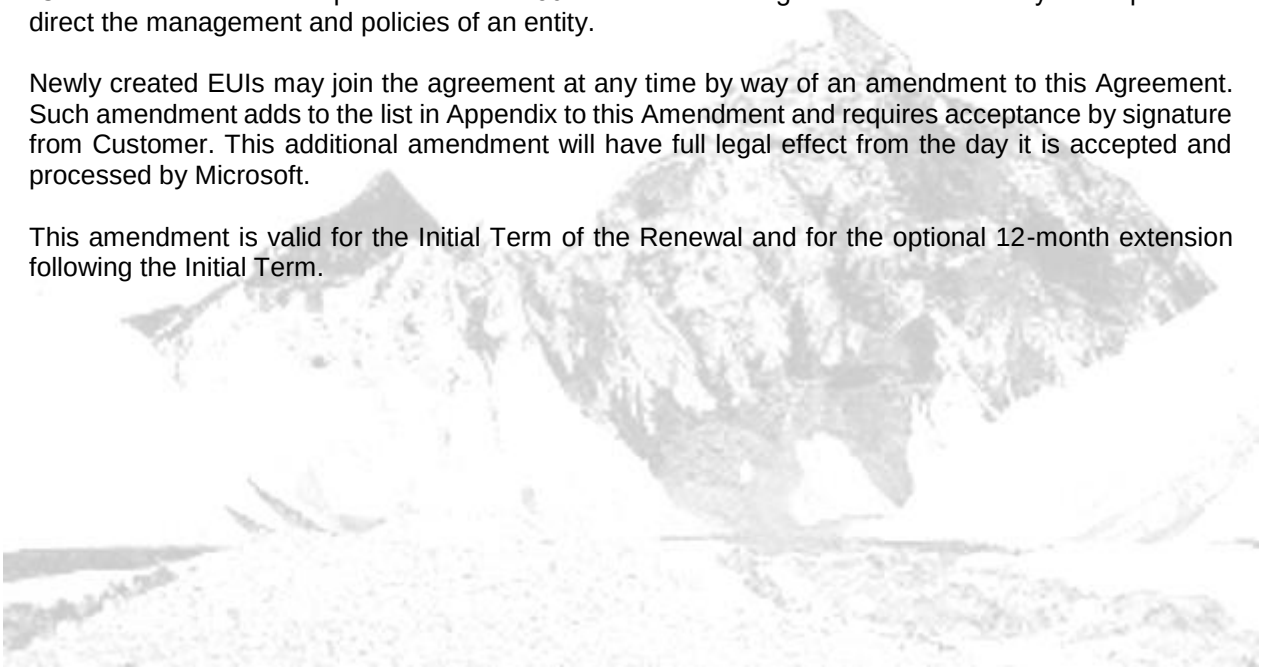
This Amendment is entered into between the parties on the program signature form for the contract documents identified therein. All terms used but not defined in this Amendment will have the same meanings provided in the corresponding contract documents.

The definition of “Affiliate” in the Business and Services Agreement is deleted and replaced with the following:

“Affiliate” means (i) in relation to the Customer: the European Institutions, Bodies and Agencies (“EUIs”) listed in Appendix to this Amendment, and (ii) in relation to Microsoft: any legal entity that controls, is controlled by, or that is under common control with a party.
“Control” means ownership of more than a 50% interest of voting securities in an entity or the power to direct the management and policies of an entity.

Newly created EUIs may join the agreement at any time by way of an amendment to this Agreement. Such amendment adds to the list in Appendix to this Amendment and requires acceptance by signature from Customer. This additional amendment will have full legal effect from the day it is accepted and processed by Microsoft.

This amendment is valid for the Initial Term of the Renewal and for the optional 12-month extension following the Initial Term.



Appendix: List of European Institutions, Bodies and Agencies ("EUIs")

No.	Abbreviation	Full name	Location of seat
1	EC	European Commission	Brussels (BE)
2	ACER	Agency for the Cooperation of Energy Regulators	Ljublana (SI)
3	BBI JU	Bio-based Industries Joint Undertaking	Brussels (BE)
4	BEREC	Office of the Body of European Regulators for Electronic Communications	Riga (LV)
5	CdT	Translation Centre for the Bodies of the European Union	Luxembourg (LU)
6	CEDEFOP	European Centre for the Development of Vocational Training	Tehessaloniki (GR)
7	CEPOL	European Union Agency for Law Enforcement Training	Budapest (HU)
8	CHAFEA	Consumers, Health, Agriculture and Food Executive Agency	Luxembourg (LU)
9	CJEU	Court of Justice of the European Union	Luxembourg (LU)
10	CLEANSKY	Clean Sky 2 Joint Undertaking	Brussels (BE)
11	CONSILIUM	Council of the European Union / European Council (Secretariat General)	Brussels (BE)
12	CPCC	Civilian Planning and Conduct Capability	Brussels (BE)
13	CPVO	Community Plant Variety Office	Angers (FR)
14	EACEA	Education, Audiovisual and Culture Executive Agency	Brussels (BE)
15	EASA	European Aviation Safety Agency	Cologne (DE)
16	EASME	Executive Agency for Small and Medium-sized Enterprises	Brussels (BE)
17	EASO	European Asylum Support Office	Valletta (MT)
18	EBA	European Banking Authority	London (UK)
19	ECA	European Court of Auditors	Luxembourg (LU)
20	ECB	European Central Bank	Frankfurt am Main (DE)
21	ECDC	European Centre for Disease Prevention and Control	Stockholm (SE)
22	ECHA	European Chemicals Agency	Helsinki (FI)
23	ECSEL JU	ECSEL Joint Undertaking	Brussels (BE)
24	EDA	European Defence Agency	Brussels (BE)
25	EEA	European Environment Agency	Copenhagen (DK)
26	EEAS	European External Action Service	Brussels (BE)
27	EESC / CoR	European Economic and Social Committee / Committee of the Regions	Brussels (BE)
28	EFCA	European Fisheries Control Agency	Vigo (ES)
29	EFSA	European Food Safety Authority	Parma (IT)

30	EIB	European Investment Bank	Luxembourg (LU)
31	EIGE	European Institute for Gender Equality	Vilnius (LT)
32	EIOPA	European Insurance and Occupational Pensions Authority	Frankfurt am Main (DE)
33	EIT	European Institute of Innovation and Technology	Budapest (HU)
34	EMA	European Medicines Agency	London (UK)
35	EMCDDA	European Monitoring Centre for Drugs and Drug Addiction	Lisbon (PT)
36	EMSA	European Maritime Safety Agency	Lisbon (PT)
37	ENISA	European Union Agency for Network and Information Security	Heraklion (GR)
38	EP	European Parliament	Strasbourg (FR)
39	ERA	European Union Agency for Railways	Lille-Valenciennes (FR)
40	ERCEA	European Research Council Executive Agency	Brussels (BE)
41	ESA	Euratom Supply Agency	Luxembourg (LU)
42	ESMA	European Securities and Markets Authority	Paris (FR)
43	ETF	European Training Foundation	Turin (IT)
44	EUIPO	European Union Intellectual Property Office	Alicante (ES)
45	EUISS	European Union Institute for Security Studies	Paris (FR)
46	EU-LISA	European Agency for the operational management of large-scale IT systems in the area of freedom, security and justice	Tallinn (EE)
47	EU-OSHA	European Agency for Safety and Health at Work	Bilbao (ES)
48	EUROFOUND	European Foundation for the Improvement of Living and Working Conditions	Dublin (IE)
49	EUROJUST	European agency for the enhancement of judicial cooperation	The Hague (NL)
50	EUROPOL	European Union Agency for Law Enforcement Cooperation	The Hague (NL)
51	F4E JU	Fusion for Energy Joint Undertaking	Barcelona (ES)
52	FCH 2 JU	Fuel Cells and Hydrogen 2 Joint Undertaking	Brussels (BE)
53	FRA	European Union Agency for Fundamental Rights	Vienna (AT)
54	Frontex	European Border and Coast Guard Agency	Warsaw (PL)
55	GSA	European GNSS Agency	Prague (CZ)
56	IMI JU	IMI 2 Joint Undertaking	Brussels (BE)
57	INEA	Innovation and Networks Executive Agency	Brussels (BE)
58	Ombudsman	European Ombudsman	Strasbourg (FR)
59	REA	Research Executive Agency	Brussels (BE)
60	S2R JU	Shift2Rail Joint Undertaking	Brussels (BE)
61	Satcen	European Union Satellite Centre	Torrejón de Ardoz (ES)
62	SESAR JU	SESAR Joint Undertaking	Brussels (BE)
63	SRB	Single Resolution Board	Brussels (BE)

Enterprise Agreement Compliance

Amendment ID CTM

This Amendment is entered into between the parties on the program signature form for the contract documents identified therein. All terms used but not defined in this Amendment will have the same meanings provided in the corresponding contract documents.

Chapter 8. Verifying Compliance, point a. ***Right to verify compliance*** of the Microsoft Business and Services Agreement is hereby deleted and replaced with the following:

a. Right to verify compliance. Customer must keep records relating to all use and distribution of Products by Customer and its Affiliates. Subject to the immunities and privileges of the Customer and the individual EUIs outlined in Protocol 7 of the Treaty on the Functioning of the European Union http://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX%3A12012E%2FPRO%2F07, Microsoft has the right, at its expense, to verify compliance with the Products' license terms. Prior to the verification of any EUI, Microsoft will provide written notice to the Customer and work with them in good faith to resolve any compliance concerns prior to invoking the formal verification process. Customer must promptly provide the independent auditor with any information the auditor reasonably requests in furtherance of the verification, including access to systems running the Products and evidence of licenses for Products Customer hosts, sublicenses, or distributes to third parties. Customer agrees to complete Microsoft's self-audit process, which Microsoft may require as an alternative to a third-party audit.

Enterprise Agreement
OST Clarification

Amendment ID CTM

This Amendment is entered into between the parties on the program signature form for the contract documents identified therein. All terms used but not defined in this Amendment will have the same meanings provided in the corresponding contract documents.

4. CUSTOMER DATA USE AND LOCATION

For the purposes of this Amendment, the term "Online Services" applies only to the services in the table set out in the Section entitled "*Location of Data at Rest*" in the Data Processing Terms of the Online Services Terms, excluding any Previews, and "Customer Data" includes only Customer Data that is provided through use of those Online Services.

As Enrolled Affiliate is provisioning their tenant in the European Union, as the specific location for storage of data then the following provisions of the Online Services Terms shall apply:

Location of Customer Data at Rest

Microsoft will store Customer Data at rest within certain major geographic areas (each, a Geo) as follows:

- **Office 365 Services.** If Customer provisions its tenant in Australia, Canada, the European Union, India, Japan, South Korea, the United Kingdom, or the United States (each of the foregoing a Geo), Microsoft will store the following Customer Data at rest only within that Geo: (1) Exchange Online mailbox content (e-mail body, calendar entries, and the content of e-mail attachments), (2) SharePoint Online site content and the files stored within that site, and Project Online data, and (3) files uploaded to OneDrive for Business.
- **Microsoft Intune Online Services**. When Customer provisions a tenant account, Customer selects an available Geo where Customer Data at rest will be stored. Microsoft will not transfer the Customer Data outside of Customer's selected Geo except as noted in the "Data Location" section of the Microsoft Intune Trust Center.
- **Microsoft Business Application Platform Core Services**. If Customer provisions its tenant in Australia, Canada, Asia Pacific, India, Japan, the European Union, United Kingdom (Power BI only), or the United States, Microsoft will store Customer Data at rest only within that Geo, except as noted in the data location section of the Microsoft Business Application Platform Trust Center.
- **Microsoft Azure Core Services**. If Customer configures a particular service to be deployed within a Geo then, for that service, Microsoft will store Customer Data at rest within the specified Geo. Certain services may not enable Customer to configure deployment in a particular Geo or outside the United States and may store backups in other locations, as detailed in the Microsoft Azure Trust Center (which Microsoft may update from time to time, but Microsoft will not add exceptions for existing Services in general release).
- **Microsoft Cloud App Security**. Microsoft will store Customer Data at rest in the United States.
- **Microsoft Dynamics 365 Core Services**. Except for Microsoft Social Engagement, and only for entities managed by the Microsoft Dynamics 365 Core Services, if Customer provisions its instance of Microsoft Dynamics 365 Core Services in Australia, Canada, the European Union, India, Japan, the United Kingdom or the United States, Microsoft will store Customer Data at rest within the specified Geo. Certain entities may not be configured to be stored in any particular Geo and may be stored at rest in other locations as detailed in the Microsoft Dynamics 365 Trust Center.

Microsoft does not control or limit the regions from which Customer or Customer's end users may access or move Customer Data.

Microsoft may transfer Customer Data for the purposes of troubleshooting the Online Services, improving the Online Services, or as required by law. As set out in the Data Processing Terms of the Online Services Terms, any such transfer shall be governed by the Standard Contractual Clauses. Microsoft will abide by the requirements of European Economic Area law regarding the collection, use, transfer, retention, and other processing of personal data from the European Economic Area.

Customer Data will be used only to provide Customer the Online Services including any directly related purposes. These purposes may include troubleshooting aimed at preventing, detecting and repairing problems affecting the operation of the Online Services and the improvement of features that involve the detection of, and protection against, emerging and evolving threats to the services or Customer Data (such as malware or spam).

Following expiration or termination of Customer's use of an Online Service, the Online Services Terms shall apply to Customer Data until the Customer Data is deleted from the account by Microsoft.

For the avoidance of doubt, this section serves to clarify and not amend the terms of the OST.

5. PRIVILEGES AND IMMUNITIES

Microsoft acknowledges that Customer is subject to the privileges and immunities outlined in Protocol 7 of the Treaty on the Functioning of the European Union http://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX%3A12012E%2FPRO%2F07.

Microsoft further acknowledges the Customer's position that it is not subject to US laws and, as such, legislative references in the Online Services Terms which are specific for US-based customers (e.g. HIPPA and FERPA) do not specifically apply to the Customer.

6. ONLINE SERVICE TERMS

The parties acknowledge that for any Online Services purchased under the Enrollments under this Agreement, the Online Services Terms found here (http://www.microsoft.com/licensing/products/products.aspx) will apply. On the initial purchase of a new subscription, the then-current Online Services Terms shall apply and will not change during Customer's subscription for that Online Service. As provided in the Online Services Terms when Customer then renews or purchases a new subscription to an Online Service, the then-current Online Services Terms will apply and will not change during Customer's subscription for that Online Service.

Any updates or other additional terms may be added to the Online Services Terms only as provided in the Online Services Terms.

7. TRUST CENTER

Microsoft will maintain the information on where Customer Data is stored, and a list of subcontractors used to provide Online Services on the Microsoft Trust Centre at http://www.microsoft.com/en-us/trustcenter (or successor site). Microsoft reserves the right to change or remove information from the Microsoft Trust Center at any time at its sole discretion.

The terms set out in this Amendment shall take precedence over those in the Enrollment or Agreement identified above, including those in the Microsoft Trust Centre. This Agreement Amendment expires together with the underlying Enrollments per 31st May 2018.

Enterprise Agreement
EU UAF

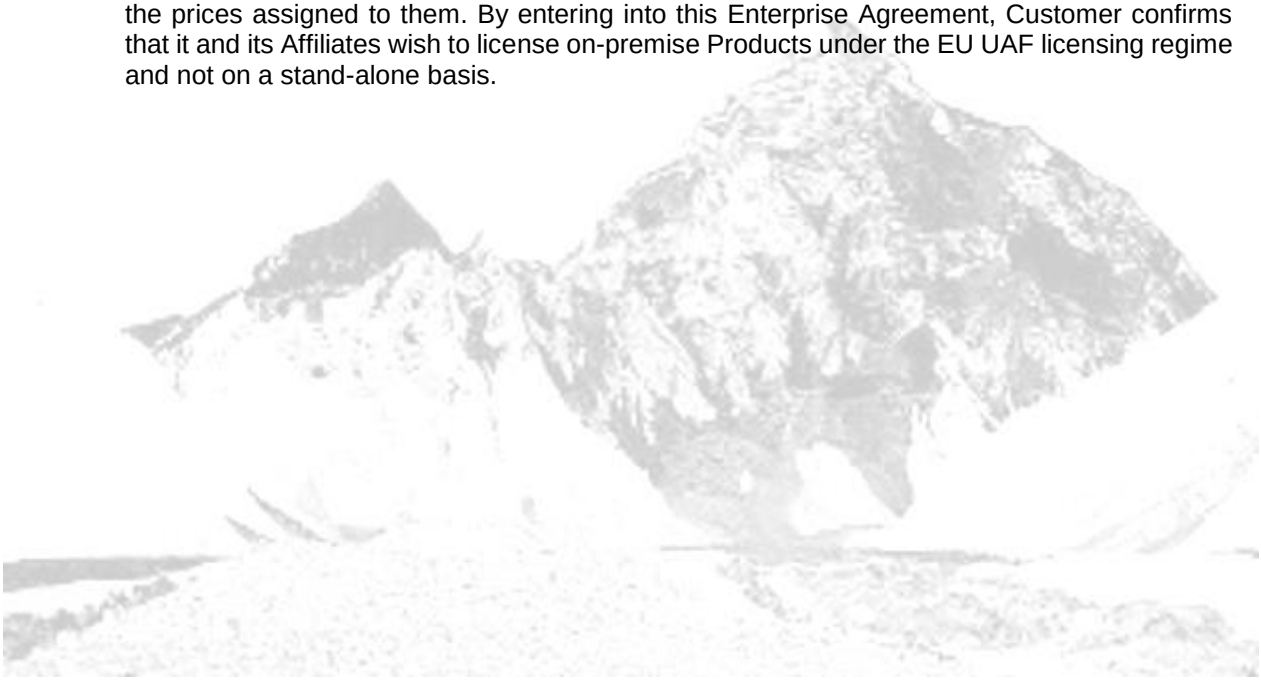
Amendment ID CTM

This Amendment is entered into between the parties on the program signature form for the contract documents identified therein. All terms used but not defined in this Amendment will have the same meanings provided in the corresponding contract documents.

The Enterprise Agreement is hereby amended by adding the following chapter.

7. EU UAF

a. Licensing individual Products under the EU UAF. Microsoft has given Customer and its Affiliates an option to license on-premise Microsoft Products (i) through any other available Volume Licensing program; and (ii) with respect to those on-premise Products listed in Attachment A to this Enterprise Agreement, on a stand-alone basis without any restrictions, at the prices assigned to them. By entering into this Enterprise Agreement, Customer confirms that it and its Affiliates wish to license on-premise Products under the EU UAF licensing regime and not on a stand-alone basis.



Enterprise Agreement Term

Amendment ID CTM

This Amendment is entered into between the parties on the program signature form for the contract documents identified therein. All terms used but not defined in this Amendment will have the same meanings provided in the corresponding contract documents.

Effective Date

A definition "Effective Date" is added to the Agreement:

Effective Date. Under the custom Term of this Agreement, the Effective Date of this Agreement and all underlying Enrollments are defined as follows:

Effective Date: 1st June 2018

Anniversary Date

A definition "Anniversary Date" is added to the Agreement:

Anniversary Date. Under the custom Term of this Agreement, the Anniversary Dates of this Agreement and all underlying Enrollments are defined as follows:

First Anniversary: 1st June 2019

Second Anniversary: 1st June 2020

Optional Third Anniversary: 1st June 2021

Term

Chapter 5. Term and termination, paragraph a. Term is hereby replaced in its entirety by the following:

a. **Term.** This Agreement will remain in effect for 36 full calendar months from the Effective Date ("Initial Term"), unless terminated earlier by either party as described in Chapter 5 of the Enterprise Agreement.

After the Initial Term, this Agreement will automatically extend by 12 months unless Customer chooses not to use this option. In such case, Customer must give Microsoft at least 60 days' prior written notice to allow for the proper and timely execution of Customer's request.

Each Enrollment will have a Term that is aligned to this Agreement's Term (Initial Term + optional 12 months extension) and this Agreement's Anniversary Dates. For the avoidance of doubt this means the following:

i. *Current Enrollments and new Enrollments added at the Agreement Effective Date.* All current Enrollments in place and all new Enrollments added at the Agreement Effective Date will have a 48 full calendar months term from the Effective Date (Initial Term of 36 full calendar months + optional 12 months extension).

a. If the Agreement extension by 12 months is kept in place, then all Enrollments under this Agreement will automatically extend by 12 months and end 48 full

calendar months from the Effective Date. No further extension is possible. The renewal option remains a valid option.

b. If Customer opts out of the 12 months Agreement extension, then all Enrollments under this Agreement will automatically end 36 full calendar months from the Effective Date. No further extension is possible. The renewal option remains a valid option for each Enrollment.

ii. *New Enrollments added after the Agreement Effective Date.* All new Enrollments added after the Agreement Effective Date will have a Term that aligns with the Agreement Term.

a. If an Enrollment is added at an Anniversary Date, then the initial Enrollment Term will be set to the number of full calendar months remaining of the Agreement Term. The eventual Enrollment End Date is defined as explained in the above points i.a and i.b.

i. Example: a new Enrollment is put in place to be active per 1st June 2019. In this case the initial Enrollment Term is 24 months + an optional 12-month extension.

b. If an Enrollment is added between two Anniversary Dates, then the Initial Enrollment term will be set to the number of full calendar months remaining of the Initial Term of the Agreement. The eventual Enrollment End Date is defined as explained in the above points i.a and i.b.

i. Example: a new Enrollment is put in place to be active per 1st December 2019. In this case the initial Enrollment Term is 18 months + an optional 12-month extension.

ii. For Enrollments added between two Anniversary Dates, the first Coverage Period is less than 12 months, from the Enrollment Effective Date till the first upcoming Anniversary Date.

1. Online Services will be programmatically pro-rated to reflect the number of months remaining till first upcoming Anniversary Date.

2. On-premise products will be exceptionally pro-rated to reflect the number of months remaining till first upcoming Anniversary Date.

Enterprise Agreement
Perpetual Licenses

Amendment ID CTM

This Amendment is entered into between the parties on the program signature form for the contract documents identified therein. All terms used but not defined in this Amendment will have the same meanings provided in the corresponding contract documents.

Chapter 4. “Transferring and assigning Licenses” of the Enterprise Agreement is hereby amended by adding the following paragraphs.

e. **Perpetual License consolidation**. Microsoft will allow the Enrolled Affiliates that opted for buy-out to consolidate their perpetual Licenses into a common pool and then transfer or reassign the licenses to other Enrolled Affiliates as deemed necessary, as long as the Enrolled Affiliates which wish to consolidate their Licenses provide Microsoft with prior written and signed notice at least two months before the expiration of their Enrollment, on a form that Microsoft provides, that includes: (1) the applicable Enrollment number; (2) the quantity of Licenses being transferred by Product and version; (3) the name, address and contact information of all Enrolled Affiliates involved in the License consolidation (the source and the target of the License consolidation); and (4) any other information that we may reasonably request.

f. **Perpetual License conversion**. In case of buy-out and after the License consolidation described in subsection (e) above, the Enrolled Affiliates may convert their remaining unnecessary perpetual Licenses of server Products into other server Products on the basis of the mechanism described below. This mechanism is only valid for server Products Licenses. Desktop Products Licenses cannot be converted. After consolidation, the Affiliate has a number of server Licenses that represent an amount [1] (based on the Microsoft Select Agreement Level D prices at the time of the buy-out). The server Licenses the Enrolled Affiliate would like to have instead of the “original” Licenses represent an amount of the Microsoft Select Agreement Level D +10% [2]. In order to convert Licenses, amount [1] must be equal or higher than amount [2] and following conditions must be also met:

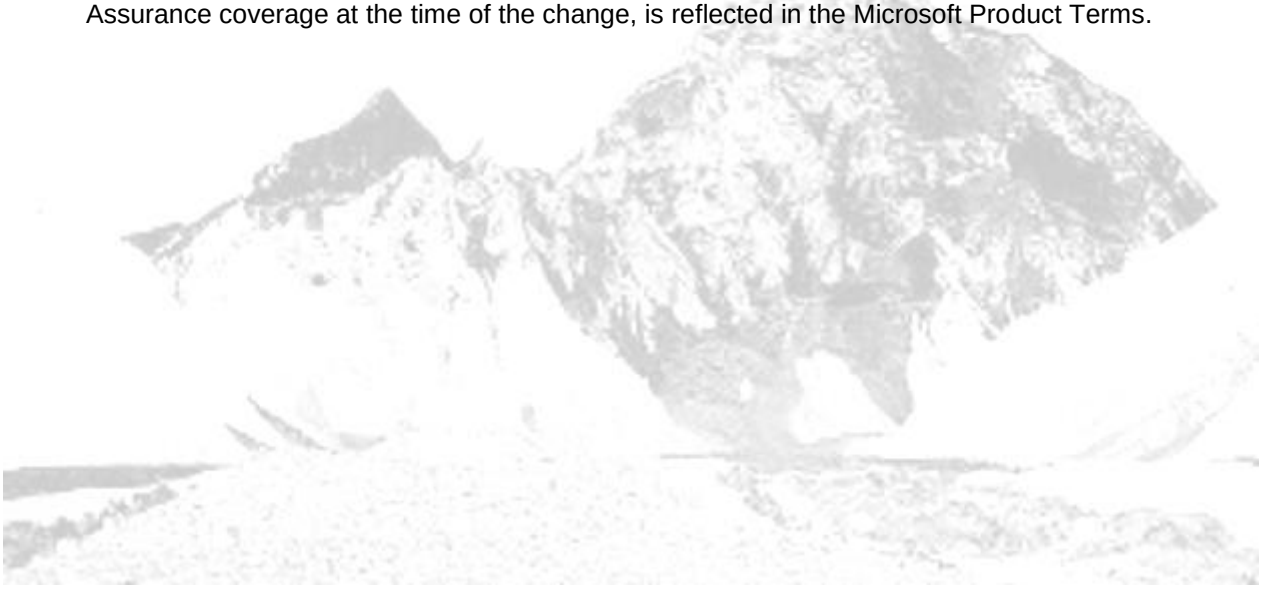
   I. No compensation by payments. If the amount [1] is not sufficient, the Enrolled Affiliate is not allowed to obtain the “desired” product just by paying the remainder of the difference between [1] and [2].
   II. No difference reimbursement. If after the License conversion the total value of the original Products has not been fully converted, the difference will not be reimbursed by us under any circumstances.
   III. The conversion can only be done with respect to Licenses that are part of one of the Scenarios of the Interinstitutional License Agreement.

Enterprise Agreement
New Products

Amendment ID CTM

This Amendment is entered into between the parties on the program signature form for the contract documents identified therein. All terms used but not defined in this Amendment will have the same meanings provided in the corresponding contract documents.

- **New Products.** Where Microsoft adds any new products to the Product List, Microsoft shall provide pricing for that new product in the spirit of the Interinstitutional Licensing Agreement (ILA) negotiation, on the then current Euro Level D Price List. Microsoft shall provide Customer with reasonable notice of any such new Products. For the avoidance of doubt, new versions of a Product are not considered “new products” for the purposes of this provision and as such new versions shall continue to attract the same pricing for the remaining term of the Agreement (subject to the provision below).
- **Substantive Changes to Products**. In the event of any substantive increase in a Product’s functionality or a substantive change to the licensing model, Microsoft may decide to migrate the Product into two, or more, Products. The migration path for Customers with active Software Assurance coverage at the time of the change, is reflected in the Microsoft Product Terms.



Enterprise Agreement
OST version

Amendment ID CTM

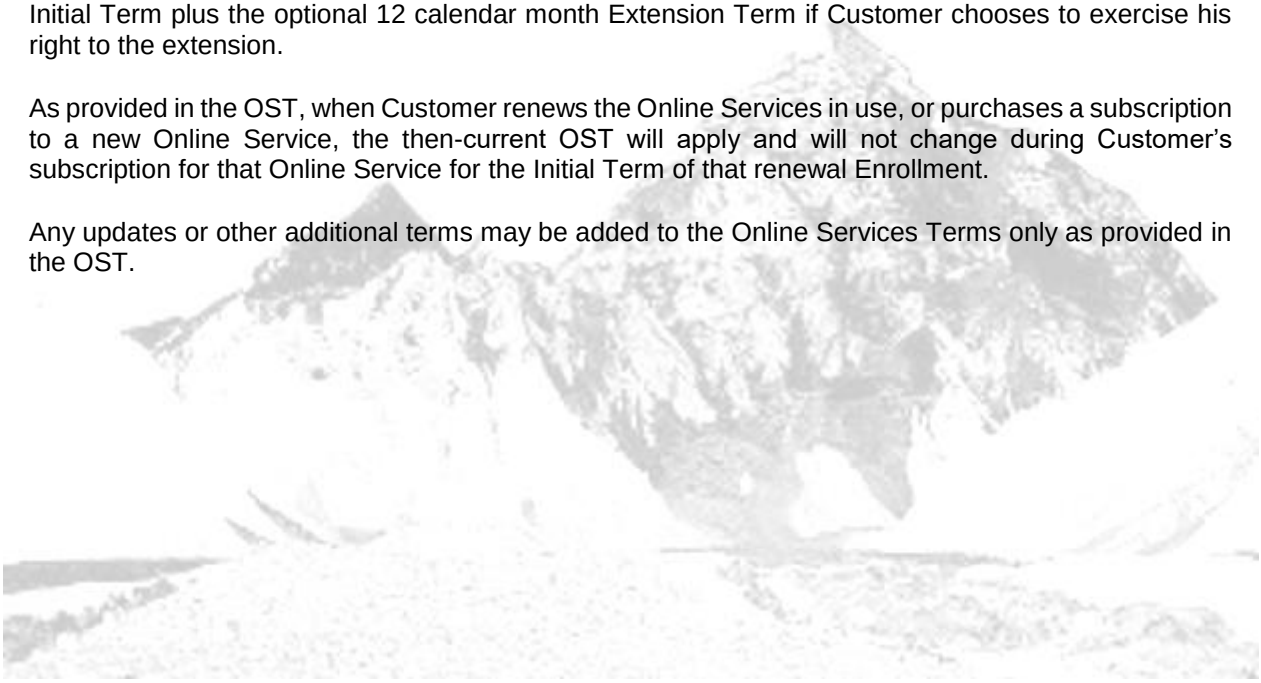
This Amendment is entered into between the parties on the program signature form for the contract documents identified therein. All terms used but not defined in this Amendment will have the same meanings provided in the corresponding contract documents.

8. ONLINE SERVICE TERMS

The parties acknowledge that for any Online Services purchased under each of the Enterprise Enrollments under this Enterprise Agreement, the Online Services Terms ("OST") found here (http://www.microsoft.com/licensing/products/products.aspx) will apply. On the initial purchase of a new subscription, the then-current OST shall apply for that Online Service and will not change during Customer's subscription for that Online Service for the duration of the Enterprise Enrollment under which it has been acquired. For the avoidance of doubt, the duration of the Enterprise Enrollment is the Initial Term plus the optional 12 calendar month Extension Term if Customer chooses to exercise his right to the extension.

As provided in the OST, when Customer renews the Online Services in use, or purchases a subscription to a new Online Service, the then-current OST will apply and will not change during Customer's subscription for that Online Service for the Initial Term of that renewal Enrollment.

Any updates or other additional terms may be added to the Online Services Terms only as provided in the OST.



Enterprise Agreement
GDPR Terms
Amendment ID CTM

The parties agree that the Microsoft Business and Services Agreement (MBSA) is hereby amended by adding the following paragraph to Chapter 4. “Privacy and compliance with laws”:

d. General Data Protection Regulation (“GDPR”).

Compliance with Laws

Microsoft will comply with all laws and regulations applicable to its provision of the Online Services, including security breach notification law. However, Microsoft is not responsible for compliance with any laws or regulations applicable to Customer or Customer’s industry that are not generally applicable to information technology service providers. Microsoft does not determine whether Customer Data or Support Data include information subject to any specific law or regulation. All Security Incidents are subject to the Security Incident Notification terms below.

Customer must comply with all laws and regulations applicable to its use of Online Services, including laws related to privacy, Personal Data, biometric data, data protection and confidentiality of communications. Customer is responsible for implementing and maintaining privacy protections and security measures for components that Customer provides or controls (such as devices enrolled with Microsoft Intune or within a Microsoft Azure customer’s virtual machine or application), determining whether the Online Services are appropriate for storage and processing of information subject to any specific law or regulation, and for using the Online Services in a manner consistent with Customer’s legal and regulatory obligations. Customer is responsible for responding to any request from a third party regarding Customer’s use of an Online Service, such as a request to take down content under the U.S. Digital Millennium Copyright Act or other applicable laws.

The parties agree that this Enterprise Agreement, and all Enrollments underneath it, are hereby amended by adding the following attachment (“**GDPR Terms**”):

To the extent Microsoft is a processor or subprocessor of Personal Data in connection with a Product or the provision of Professional Services, Microsoft makes the commitments in these GDPR Terms effective May 25, 2018.

Article 28(1) of the European Union General Data Protection Regulation (the "GDPR") requires an agreement between a controller and processor, and between a processor and subprocessor, that processing be conducted in accordance with technical and organizational measures that meet GDPR requirements and ensure the protection of the rights of data subjects. These GDPR Terms are intended to satisfy that requirement for the parties. The GDPR Terms are organized as follows:

- Section C reproduces (with minor edits for clarity) the relevant contractual terms required of processors and controllers by Articles 28, 32, and 33 of the GDPR.

- Appendix 1 provides more details on what you can expect from Microsoft to fulfill those terms, as well as Microsoft's commitments with regard to Articles 30 and 34-36 of the GDPR.

A. Definitions

Terms used but not defined in these GDPR Terms, such as "personal data breach", "processing", "controller", "processor" and "data subject", will have the same meaning as set forth in Article 4 of the GDPR.

The following definitions are also used in these GDPR Terms:

"Personal Data" means any information relating to an identified or identifiable natural person. An identifiable natural person is one 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 factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

"Subprocessors" means the other processors that are used by Microsoft to process Personal Data.

B. Roles and Scope

1. These GDPR Terms apply to the processing of Personal Data, within the scope of the GDPR, by Microsoft on behalf of Customer.

2. For purposes of these GDPR Terms, Customer and Microsoft agree that Customer is the controller of Customer Personal Data and Microsoft is the processor of such data, except when Customer acts as a processor of Personal Data, in which case Microsoft is a subprocessor.

3. These GDPR Terms do not limit or reduce any data protection commitments Microsoft makes to Customer in the OST or other agreement between Microsoft and Customer.

4. These GDPR Terms do not apply where Microsoft is a controller of Personal Data.

5. Microsoft may offer preview, beta or other pre-release features, data center locations, and services ("Previews") for optional evaluation. Unless otherwise provided, (i) Previews employ lesser or different privacy and security measures than those typically present in the Online Services, (ii) Previews are not included in the SLA for the corresponding Online Service, and (iii) Customer should not use Previews to process Personal Data or other data that is subject to heightened compliance requirements.

C. Relevant GDPR Obligations: Articles 28, 32, and 33

1. Microsoft shall not engage another processor without prior specific or general written authorisation of Customer. In the case of general written authorisation, Microsoft shall inform Customer of any intended changes concerning the addition or replacement of other processors, thereby giving Customer the opportunity to object to such changes. (Article 28(2))

2. Processing by Microsoft shall be governed by these GDPR Terms under European Union (hereafter "Union") or Member State law and are binding on Microsoft with regard to Customer. The subject-matter and duration of the processing, the nature and purpose of the processing, the type of Personal Data, the categories of data subjects and the obligations and rights of the Customer are set forth in the Enrollment, including these GDPR Terms. In particular, Microsoft shall:

(a) process the Personal Data only on documented instructions from Customer, including with regard to transfers of Personal Data to a third country or an international organisation, unless required to do so by Union or Member State law to which Microsoft is subject; in such a case, Microsoft shall inform Customer of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest;

(b) ensure that persons authorised to process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;

(c) take all measures required pursuant to Article 32 of the GDPR;

(d) respect the conditions referred to in paragraphs 1 and 3 for engaging another processor;

(e) taking into account the nature of the processing, assist Customer by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Customer's obligation to respond to requests for exercising the data subject's rights laid down in Chapter III of the GDPR;

(f) assist Customer in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR taking into account the nature of processing and the information available to Microsoft;

(g) at the choice of Customer, delete or return all the Personal Data to Customer after the end of the provision of services relating to processing, and delete existing copies unless Union or Member State law requires storage of the Personal Data;

(h) make available to Customer all information necessary to demonstrate compliance with the obligations laid down in Article 28 of the GDPR and allow for and contribute to audits, including inspections, conducted by Customer or another auditor mandated by Customer.

Microsoft shall immediately inform Customer if, in its opinion, an instruction infringes the GDPR or other Union or Member State data protection provisions. (Article 28(3))

3. Where Microsoft engages another processor for carrying out specific processing activities on behalf of Customer, the same data protection obligations as set out in these GDPR Terms shall be imposed on that other processor by way of a contract or other legal act under Union or Member State law, in particular providing sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the processing will meet the requirements of the GDPR. Where that other processor fails to fulfil its data protection obligations, Microsoft shall remain fully liable to the Customer for the performance of that other processor's obligations. (Article 28(4))

4. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Customer and Microsoft shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, including inter alia as appropriate:

(a) the pseudonymisation and encryption of Personal Data;

(b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;

(c) the ability to restore the availability and access to Personal Data in a timely manner in the event of a physical or technical incident; and

(d) a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing. (Article 32(1))

5. In assessing the appropriate level of security, account shall be taken of the risks that are presented by processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data transmitted, stored or otherwise processed. (Article 32(2))

6. Customer and Microsoft shall take steps to ensure that any natural person acting under the authority of Customer or Microsoft who has access to Personal Data does not process them except on instructions from Customer, unless he or she is required to do so by Union or Member State law. (Article 32(4))

7. Microsoft shall notify Customer without undue delay after becoming aware of a personal data breach. (Article 33(2)). Such notice will, at a minimum,

(a) describe the nature of the personal data breach including where possible, the categories and approximate number of data subjects concerned and the categories and approximate number of Personal Data records concerned;

(b) communicate the name and contact details of the data protection officer or other contact where more information can be obtained;

(c) describe the likely consequences of the personal data breach; and

(d) describe the measures taken or proposed to be taken by the controller to address the personal data breach, including, where appropriate, measures to mitigate its possible adverse effects. (Article 33(3)).

Appendix 1 – Additional GDPR Terms

A. Subprocessors

1. Customer consents to Microsoft engaging Subprocessors for the processing of Personal Data in accordance with these GDPR Terms.

2. Microsoft will ensure that Subprocessors are bound by written agreements that require them to provide at least the level of data protection required of Microsoft by these GDPR Terms.

3. A list of Microsoft's current Subprocessors is available at: https://aka.ms/Online_Serv_Subcontractor_List (such URL may be updated by Microsoft from time to time). At least 14 days before authorizing any new Subprocessor to access Personal Data, Microsoft will update the website and provide Customer with a mechanism to obtain notice of that update. Where Microsoft is a processor (and not a subprocessor), the following terms apply:

   (a) If Customer does not approve of a new Subprocessor, then Customer may terminate any subscription for the affected Online Service without penalty by providing, before the end of the notice period, written notice of termination that includes an explanation of the grounds for non-approval.

   (b) If the affected Online Service is part of a suite (or similar single purchase of services), then any termination will apply to the entire suite.

   (c) After termination, Microsoft will remove payment obligations for any subscriptions for the terminated Online Service from subsequent invoices to Customer or its reseller.

B. Assisting Customer Response to Requests from Data Subjects

1. Microsoft will make available to Customer the Personal Data of its data subjects and the ability to fulfill data subject requests to exercise one or more of their rights under the GDPR in a manner consistent with the functionality of the Product and Microsoft's role as a processor. Microsoft shall comply with reasonable requests by Customer to assist with Customer's response to such data subject request.

2. If Microsoft receives a request from a Customer's data subject to exercise one or more of its rights under GDPR, Microsoft will redirect the data subject to make its request directly to Customer.

C. Processing of Personal Data

1. The Enrollment (including these GDPR Terms), along with Customer's use and configuration of features in the Product, are Customer's complete and final instructions to Microsoft for the processing of Personal Data.

2. Microsoft may also transfer Personal Data if required by applicable law. Upon the start of enforcement of the GDPR, Microsoft will ensure that transfers of Personal Data to a third country or an international organization are subject to appropriate safeguards as described in Article 46 of the GDPR and that such transfers and safeguards are documented according to Article 30(2) of the GDPR.

3. Microsoft will ensure that its personnel engaged in the processing of Personal Data (i) will process Personal Data only on instructions from Customer, unless required

to do so by Union, Member State, or other applicable law and (ii) have committed to maintain the confidentiality of any Personal Data even after their engagement ends.

4. The subject-matter of the processing is limited to Personal Data within the scope of the GDPR, and the duration of the processing shall be for the duration of the Customer's right to use the Product or the Customer's Professional Services engagement. The nature and purpose of the processing shall be to provide the Product or Professional Services pursuant to Customer's volume licensing agreement. The types of Personal Data processed by the Product or Professional Services include those expressly identified in Article 4 of the GDPR as well as other Personal Data submitted by Customer to the Product or through the Professional Services engagement. The categories of data subjects are Customer's representatives and end users, such as employees, contractors, collaborators, and customers.

5. On expiration or termination of Customer's right to use the Product or the Professional Services engagement, Microsoft shall delete or return Personal Data in accordance with the terms and timelines for each of the Online Services set forth in the applicable OST, for each Product as identified in the Product documentation, and for Professional Services as stated in the applicable engagement terms, unless Union, Member State, or other applicable law requires storage of the Personal Data.

D. Security

Microsoft shall (i) maintain security practices and policies for the protection of Personal Data as set forth in the written data security policy (that policy an "Information Security Policy") for each Product and for Professional Services, and (ii) subject to non-disclosure obligations, make the Information Security Policy available to Customer, along with descriptions of the security controls in place for the Product or Professional Services and other information reasonably requested by Customer regarding Microsoft security practices and policies.

E. Personal Data Breach

Microsoft shall make reasonable efforts to assist Customer in fulfilling Customer's obligation to notify the relevant supervisory authority and data subjects of a personal data breach under Articles 33 and 34 of the GDPR.

F. Records of Processing Activities

Microsoft shall maintain all records required by Article 30(2) of the GDPR and, to the extent applicable to the processing of Personal Data on behalf of Customer, make them available to Customer upon request.

G. Modification, Supplementation, and Term

1. Microsoft may modify or supplement these GDPR Terms, with notice to Customer, (i) if required to do so by a supervisory authority or other government or regulatory entity, (ii) if necessary to comply with applicable law, (iii) to implement standard contractual clauses laid down by the European Commission or (iv) to adhere to an approved code of conduct or certification mechanism approved or certified pursuant to Articles 40, 42 and 43 of the GDPR.

2. Without prejudice to these GDPR Terms, Microsoft may from time to time provide additional information and detail about how it will execute these GDPR Terms in its Product-specific technical, privacy, or policy documentation.

Except for changes made by these amendments, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in these amendments and any provision in the Enrollment or Agreement identified above, these amendments shall control.

This Amendment must be attached to a signature form to be valid.

Microsoft Internal Use Only:

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