



MOOC Office 365

**CUSTOMER AGREEMENT  
TERMS AND CONDITIONS**

**MOOC OFFICE 365 BUSINESS  
ONLINE SERVICES OFFERING**

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# 1. General Terms and Conditions

The Customer is authorised to use the Online Services (OS) associated with this license agreement. The Provider reserves all other rights. The Customer must acquire and assign the subscription licenses required to use each Online Service. Each user who accesses an Online Service must be assigned a User License.

## 1. Definitions

“User” or “Authorised User” refers to any natural person who is an employee or customer of the Customer, or any employee of a third-party company or third-party business partner with which the Customer has entered into an agreement, and who is authorised by the Customer to access and use the Online Services. The terms listed below have the following meaning:

“Customer Data” refers to all data, such as email addresses or profiles provided to The Provider by the Customer or on their behalf for the purpose of using an Online Service.

“Licensed Device” refers to a physical hardware system for which a license has been assigned. According to this definition, a physical partition is considered to be a separate device.

“Online Service” refers to a service hosted by The Provider for which the Customer enters into a Subscription License Agreement, in particular including any service identified in the Online Service section of the Terms and Conditions applicable to the Products. It does not include the services provided under separate license terms and conditions.

“Personal Data” refers to any information relating to an identified or identifiable natural person. An identifiable natural person shall be deemed to be 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 one or more factors specific to his or her physical, physiological, genetical, mental, economic, cultural or social identity.

“SL” means subscription license.

## 2. Updates to the Online Services Terms and Conditions

When a Customer renews an Online Service subscription or purchases a new subscription, the Online Services Terms and Conditions in effect at that time shall apply and remain unchanged throughout the duration of the Customer’s Online Service subscription in question. When The Provider introduces new or additional features (that were not originally included in the subscription), The Provider can define new terms and conditions or update the Online Services Terms and Conditions that apply to the Customer’s use of these new or additional featuresCustomer.

## 3. Changes to and Availability of Online Services

The Provider reserves the right to make commercially reasonable changes from time to time to any Online Service. The Provider also reserves the right to change or terminate an Online Service in any country where The Provider must comply with a governmental regulation, an obligation or another requirement that (1) does not generally apply to companies carrying out activities in that country, (2) would make it difficult for The Provider to provide the Online Service on a continuing basis without making any changes, and/or (3) that would lead The Provider to believe that these terms and conditions or the Online Service may conflict with the said obligation. If The Provider terminates an Online Service for regulatory reasons, Customers shall receive an amount equal to the amount prepaid for the period following the date of termination.

## 4. Retention of Data

Throughout the duration of a Customer’s subscription, the Customer shall have the option of accessing and extracting Customer Data stored for each applicable Online Service. Upon the expiry of the subscription, The Provider shall disable the Customer’s account and destroy the Customer Data.

The Provider shall not be held liable in the event that the Customer Data is deleted as described in this clause.

## 5. Rules for Proper Use

Neither the Customer nor any other person using an Online Service through the Customer is authorised to use an Online Service:

- in violation of a law, a regulation, or a decision or an order made by public authorities;
- in violation of the rights of others;
- to attempt to gain unauthorised access to services, data, accounts or networks, or to disrupt such access;
- to send spam mail or distribute malicious software;
- in a manner that may be detrimental to the Online Service or interfere with another user's use, or
- in any application or situation where the malfunction of the Online Service could cause the death of any person, or serious bodily injury, or property or environmental harm.

Any breach of the terms and conditions of this clause may result in suspension of the said Online Service. The Provider shall suspend the Online Service only as reasonably necessary. The Provider shall inform the Customer before suspending any Online Service, unless The Provider considers it necessary to suspend it immediately.

## 6. Compliance with Applicable Regulations

The Provider agrees to comply with all laws and regulations applicable to the provision of Online Services, including security breach notification legislation. However, The Provider shall not be liable for complying with any laws or regulations applicable to the Customer or the Customer's business segment that would not be generally applicable to computer service providers. The Provider does not determine whether or not Customer Data or Support Data contain information that is subject to a specific law or regulation. All Security Incidents are subject to the Security Incident Notification conditions set out below.

The Customer shall comply with all laws and regulations applicable to its use of Online Services, including laws pertaining to privacy, personal information, biometric data, data protection, and the confidentiality of communications. It is the responsibility of the Customer to reply to any request made by a Third Party regarding its use of an Online Service, such as a request to access content prepared pursuant to the United States Digital Millennium Copyright Act or other applicable regulations.

## 7. Electronic Notifications

The Provider can provide the Customer with electronic information and notifications regarding Online Services by email, via the Online Services Portal or through a website designated by The Provider. A notification shall be sent on the date that this information is made available by The Provider.

## II. Service Description

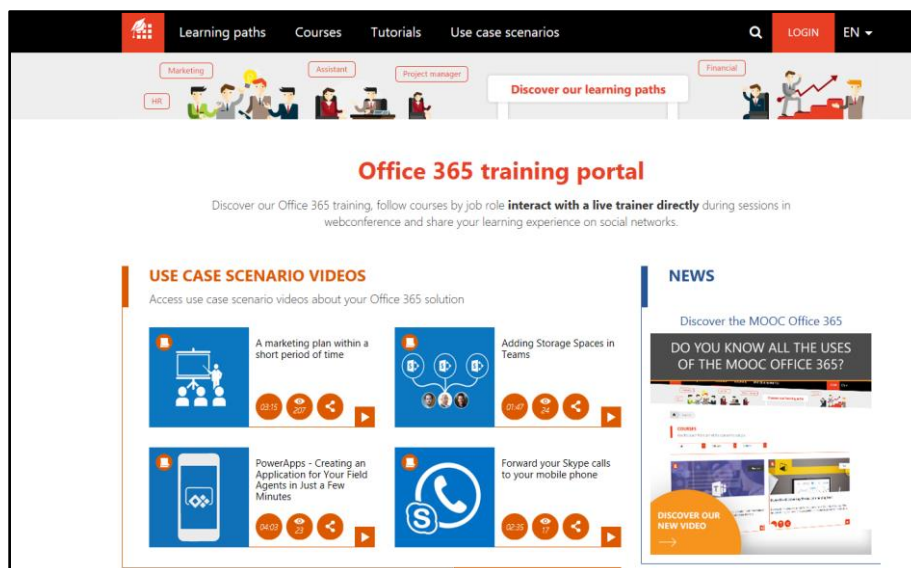
### 1. General Definition of Services

MOOC (Massive Online Open Course) Office 365 Business from The Provider is an online training solution that makes it possible to discover the advantages and uses of the Office 365 offering and thus to use these applications and tools more effectively. One of the advantages of MOOC Office 365 Business, compared to traditional online training platforms, is the ability to participate in live training sessions facilitated by an Office 365 expert trainer.

### 2. Description and Content of Services

MOOC Office 365 Business is a training platform that provides a variety of educational content pertaining to the Office 365 solution, in order to adapt to the users' learning habits:

- Video tutorials for users who want to access digital content when they need it;
- Use case scenario videos that allow users to associate the information with their field of work;
- The Yammer network, for users to exchange with a community of people using the same solutions;
- Courses for users who want coaching on a specific topic;
- Learning paths for those who want a structured educational approach.



### 3. Course Description

A course is made up of different educational resources that are organised to allow each user to optimally assimilate the content or the theme discussed.

The course presentation allows each user to take the course in a manner that suits his or her needs.

Each course includes the following educational resources:

- A live session facilitated by an Office 365 expert trainer;
- A webcast, i.e., the recording of a session already delivered on a given topic;
- Use case scenario videos on situations encountered by users on a daily basis;
- Video tutorials on the latest versions of Office 365 applications.

The screenshot shows the MOOC Office 365 Business website. The top navigation bar includes 'Learning paths', 'Courses', 'Tutorials', and 'Use case scenarios'. Below this, there are icons for 'Marketing', 'Assistant', 'Project manager', and 'Financial'. The main content area is titled 'TEAMS - COLLABORATE AS A TEAM'. It features a video player showing a person using a Teams interface. Below the video, there is a description of the course and its training aims. To the right, there is a 'NEXT SESSION' section with a date of November 30, 2018 at 7:00 PM GMT+01:00 and a 'REGISTER' button. There is also a 'GOOD TIPS' section with a post from Noémie BOURGUIGNON dated 08/11.

Among the educational resources available, live Web conferences facilitated by a trainer are a key element that allows users to interact with an expert on the topic being discussed.

MOOC Office 365 Business includes various courses for which users can register freely. These courses focus on the following themes:

- Use cases on the Office 365 solution (Communicate, Share, Collaborate, Search, Produce);
- Products available in Office 365 (Messaging, Office Productivity, Social Media, Collaborative Intranet, Project Management);
- Occupations of Office 365 users (Administration and Finance, Human Resources, Project Manager, Assistant, Marketing Manager);
- Office Suite applications (Outlook, Skype for Business, PowerPoint, Excel, Word, OneNote, Yammer).

## a. Live Web Conference Sessions Facilitated by a Trainer

Users can register for live sessions facilitated by an Office 365 expert trainer for each of the courses that they want to take.

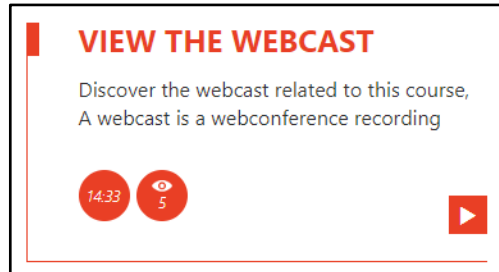
These interactive sessions are facilitated live by a trainer, through Web conferencing. To register, users choose their training dates directly on the MOOC Office 365 Business platform.

These are live intercompany sessions and are 45 minutes in length.

The screenshot shows a 'NEXT SESSION' registration form. It features a date of November 20, 2018 at 9:00 AM GMT+01:00, a 45 min duration, and a 'REGISTER' button.

## b. Webcasts

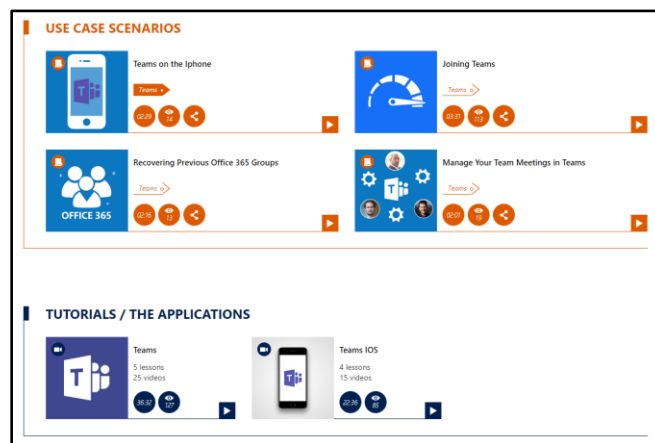
If a user was unable to participate in a Web conference or if they want to review certain discussions, in this section, he or she will find a rebroadcasting of a particular training session facilitated by our expert, as well as the discussions that took place with the users who participated in this session.



## c. Video Tutorials and Use Case Scenarios

Each course includes one or more use case videos on a situation that an associate might encounter in a business and on how to manage this situation using the tools available in Office 365.

Users can also view online video tutorials pertaining to the topics discussed in a course.



## d. Gamification

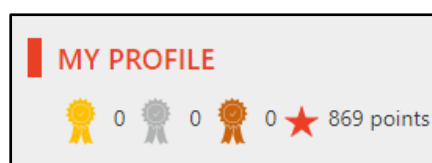
To recognize the efforts put forth by users and to encourage them to learn the various uses of Office 365, a gamification approach was implemented on the MOOC Office 365 platform.

For this purpose, a number of points are associated with each of the educational resources available in the courses (live sessions, webcasts, tutorials, use case videos). User will earn points according to their use of these educational resources.

When a certain number of points have been earned for a given course, a virtual badge will be awarded to the user, confirming that he or she has obtained enough points to complete this course.

Users will be able to check the number of points that they have obtained and the number of badges awarded in the "My Account" menu on the MOOC Office 365 platform.

The rules for calculating the number of points associated with educational resources are defined and managed by The Provider.





## 4. Description of a Learning Path

In addition to courses, MOOC Office 365 Business contains training learning paths, which can be freely chosen by users. A learning path consists of a set of courses grouped according to a particular theme: Discovery learning paths are an introduction to the use of Office 365 applications; Job-related learning paths provide a better understanding of Office 365 tools in daily tasks; Product-related learning paths provide more in-depth knowledge about using Office 365 applications.

The purpose of the learning paths is to structure learning by suggesting a series of courses allowing users to discover or gain more in-depth knowledge of a particular use or application, by taking the various courses in this learning path. From an instructional standpoint, the courses in the learning path follow a logical order that guides users through their learning process. Specifically, job-related learning paths consist of courses focusing on the use of Office 365 according to the user's role in his or her company.

When users complete all the courses in a given learning path, they will receive a virtual badge for doing so.

A list of all the courses and learning paths that are offered can be found at the following address: <https://mooc.office365-training.com/en/homepage>

**WINDOWS 10**

2h30

**PRESENTATION** | COURSE 1 | COURSE 2 | COURSE 3

**DESCRIPTION**

With the connection between the tools included in Windows 10 and Office 365, discover how they offer you a new way to work with your device. Mobility, productivity and time optimization are new benefits of this connection.

**OBJECTIVES**

- Learn to use a new environment
- Discover how the new products will help you
- Identify new uses in office work
- Learn how to find, install and synchronize your tools and files

**ASSOCIATED PRODUCTS**

Windows 10 | Office 365

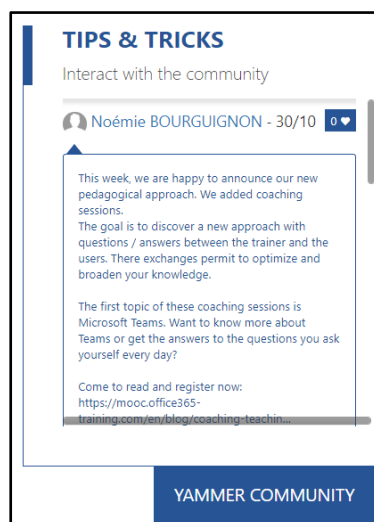
**JOB ROLE**

## 5. Access to Content

All users can consult the information made available to everyone online on the MOOC Office 365 Business platform. The information published on MOOC Office 365 Business is determined by The Provider and is updated at its discretion. All users can access the information provided online, with no distinction made between them and no screening.

## 6. Yammer Group Facilitation

Yammer groups, facilitated by a Community Manager specialising in Office 365, are associated with the MOOC Office 365 Business platform. These groups allow users to post news, comment on articles and ask the community questions. Yammer groups also allow the Community Manager to make relevant information available regarding the courses taken and, more specifically, to inform users about the upcoming dates for live sessions facilitated by a trainer.



## 7. Access to Services

To access the MOOC Office 365 Business platform, users will need to log in their Office 365 account.

Access to MOOC Office 365 Business is valid only for user accounts corresponding to a natural person; the Customer is responsible for meeting this requirement and must ensure that it is not possible for two users to share the same account. If the Customer fails to meet this requirement, The Provider may take appropriate measures to automatically terminate services for all of the Customer's users, without any compensation or reimbursement of this Customer.

In order to log in to live sessions in a Web conference, users will need a computer connected to the Internet and a phone to speak with the facilitator and the other participants.

## 8. Access to the MOOC Office 365 Business Platform

For users to be able to identify themselves on the MOOC, they will need a MOOC Office 365 Business license obtained through the following process:

- Customers shall purchase MOOC Office 365 Business licenses. Once purchased, these licenses will be available in the Customers' customised management interface, on the The Provider platform.
- Customers shall assign the purchased licenses to their users by logging in to their customised management interface, on the The Provider platform.
- Users assigned a license will receive an email confirming that their license has been activated.
- Users can log in to MOOC Office 365 through their Office 365 account: <https://mooc.office365-training.com/en/homepage>

## 9. Access to Live Sessions Facilitated through Web Conferencing

- All users can register for a live session facilitated by an Office 365 training expert for each course that they would like to take.
- Users can choose the date of the session directly in MOOC Office 365 Business, according to the schedule suggested for each of the sessions and their own availability.
- After clicking on the MOOC Office 365 Business link to register for a session, users will receive an email confirming their registration, with login information and a link that will allow them to log in to the session at the appropriate time.
- In order to log in to the session and speak with the trainer and the other participants, users will need a phone and a computer connected to the Internet.

## 10. Reporting Services

MOOC Office 365 Business offers reporting services, available directly online.

### a. Reporting for Customers

Customers will be able to access a dashboard by logging in to their customised interface on the MOOC Office 365 platform, through a Manager Account activated for this purpose. This Manager Account gives access to:

- A general dashboard making it possible to track the number of users registered, activity and the resources most often consulted;
- A dashboard providing detailed information on per-user accessing of services (list of messages received, lists of videos watched, pages browsed (classified by type), and a list of badges and points earned through the gamification approach;
- A dashboard showing which resources were consulted, including courses, tutorials and use case videos, as well as the top 10 video resources most often consulted.

### b. Reporting for Users

Users will be able to track their learning progress through the “My Account” menu on the MOOC Office 365 platform. In particular, they will be able to view the following information:

- The number of points obtained and badges awarded (corresponding to the courses and learning paths completed);
- The live sessions in which the users participated;
- Their registrations for live sessions facilitated by an expert trainer.



## 11. Additional Services and Options

The Provider reserves the right to suggest features and services to supplement those described here, with or without an additional cost, in future versions of the MOOC Office 365 Business offering, without calling into question the commitment made by the Customer towards The Provider with respect to the features and services described.

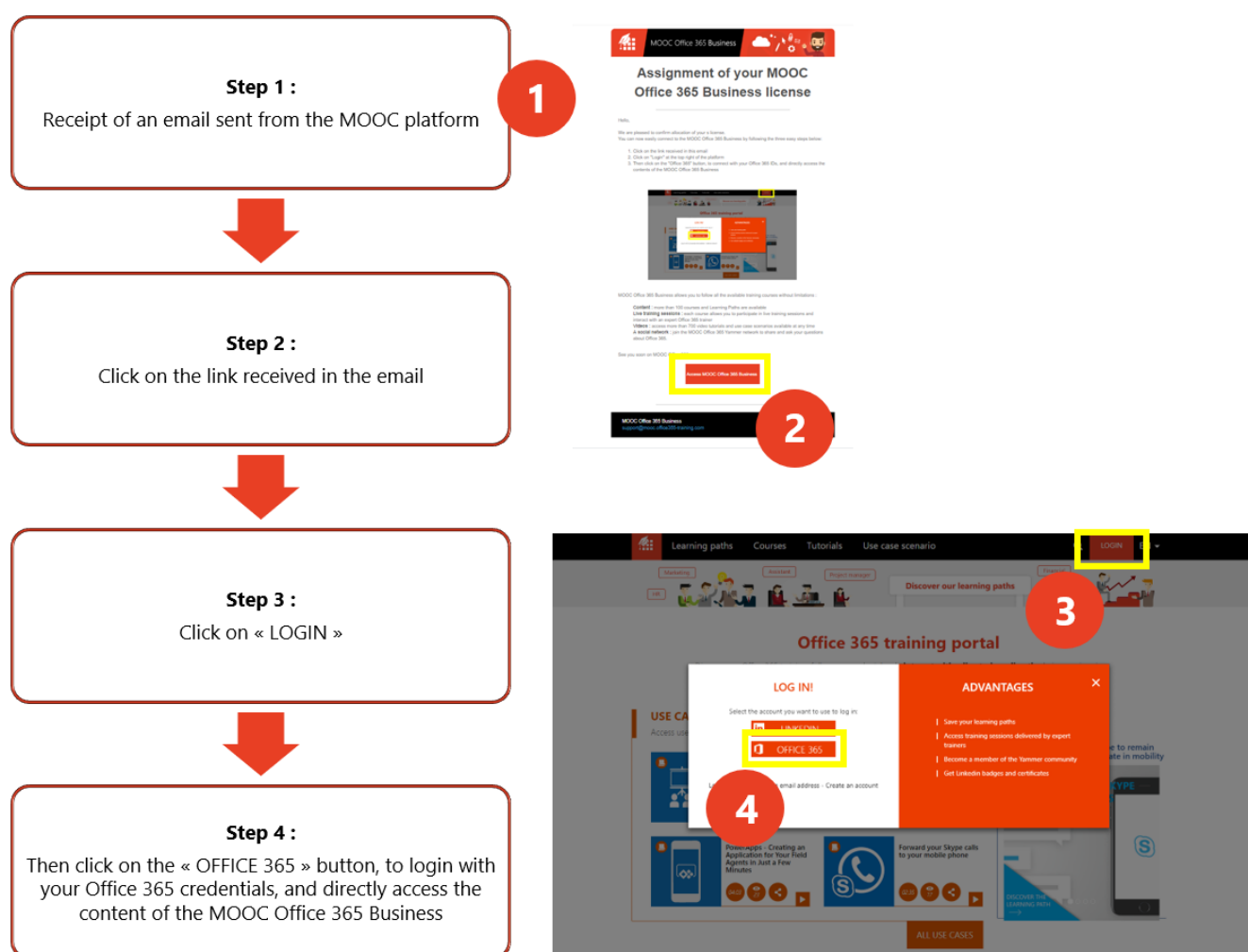
### III. Illustration of the “End User” Learning Path for Accessing MOOC Office 365 Business

Once user rights have been granted to users who need to access MOOC Office 365 Business, an email will automatically be sent informing each user that he or she has been registered in MOOC Office 365 Business and explaining how to log in.

Users will then be able to access MOOC Office 365 Business using the link included in the informational email.

On the home page, users will need to log in by clicking on the “LOGIN” button and then entering their identifying information using the “OFFICE 365” button.

Once they have logged in, users will have access to all of the courses and content made available in MOOC Office 365 Business.



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## **IV. General Conditions pertaining to Personal Data Protection and Information Security**

### **1. Use of Customer Data**

Customer Data shall be used solely to provide Online Services to the Customer, for purposes compatible with the provision of these services. The Provider shall not use the Customer Data or information resulting therefrom for advertising purposes or for similar commercial purposes. With respect to the Parties, the Customer shall retain all proprietary rights, title and interest relating to the Customer Data. The Provider shall not acquire any rights in relation to the Customer Data other than the right assigned by the Customer to The Provider for the provision of Online Services to the Customer. This paragraph shall not affect the rights of The Provider in relation to the software or services licensed by The Provider to the Customer.

### **2. Processing of Personal Data**

Article 28(1) of the European Union's General Data Protection Regulation (the "GDPR") requires that the controller and the processor sign an agreement, and that the latter sign an agreement with any Other Processor, and requires that processing be carried out using appropriate technical and organisational measures in compliance with the requirements of the GDPR and ensuring that the rights of the data subjects are protected.

The Provider makes a commitment to its Customers to comply with the GDPR Conditions as of May 25, 2018.

### **3. Disclosure of Customer Data**

The Provider shall not disclose Customer Data or Support Data to any party outside of The Provider or its subsidiaries and affiliates, except (1) upon the Customer's request, (2) in accordance with the provisions of the Online Services Terms and Conditions, or (3) if required by law.

The Provider agrees not to disclose Customer Data to public authorities, unless it is required by law to do so. In the event that public authorities contact The Provider for the purpose of obtaining Customer Data or Support Data, The Provider shall suggest that they make this request directly to the Customer. If required by law to disclose Customer Data or Support Data to public authorities, The Provider agrees to inform the Customer as expeditiously as possible and to provide the Customer with a copy of the request, except as prohibited by law.

Upon receiving a request for Customer Data or Support Data from a third party, The Provider shall inform the Customer as expeditiously as possible, except as prohibited by law. The Provider shall deny the request, unless required by law to comply with it. If the request is valid, The Provider shall attempt to redirect the third party to obtain the requested data directly from the Customer.

The Provider shall not provide any third party with: (a) direct, indirect, general or unfettered access to Customer Data or Support Data; (b) the encryption keys used to protect Customer Data or the means to circumvent this encryption, or (c) access to Customer Data or Support Data once The Provider finds out that the data will be used for purposes other than those indicated in the request from the third party.

Within the context of the foregoing, The Provider shall be able to provide the third party with the Customer's basic contact information.

### **4. Information Security**

The Provider is committed to protecting the security of the Customer's information. The Provider has adopted and shall maintain appropriate technical and organisational measures to protect Customer Data and Support Data from any accidental, unauthorized or illegal access, disclosure, alteration, loss or destruction.

## 5. Notification of Security Incidents

If The Provider becomes aware of any illegal access to the Customer Data or Support Data stored on the equipment or premises of The Provider, or the loss, disclosure or alteration of Customer Data or Support Data resulting from unauthorised access to the said equipment or premises (individually referred to as a “Security Incident”), The Provider shall promptly (1) inform the Customer of the Security Incident; (2) investigate the Security Incident and provide the Customer with detailed information concerning the latter, and (3) take reasonable measures to mitigate the effects and minimise the harmful consequences of the Security Incident.

Notifications related to Security Incidents will be sent to one or more of the Customer’s administrators, by any means chosen by The Provider, including electronic mail. It is the responsibility of the Customer alone to ensure that its administrators update their contact information on each Online Services portal. The requirement for The Provider to report a Security Incident or to respond to a Security Incident according to this clause is not an acknowledgement by The Provider of any fault or liability whatsoever in relation to the Security Incident.

The Customer shall promptly inform The Provider in the event of potential misuse of its accounts or login information, or in the event of any other Security Incident involving an Online Service.

## 6. Data Processing Location

Unless otherwise indicated in the Online Services Terms and Conditions, the Customer Data and Support Data processed by The Provider for the Customer may be transferred to the United States to be stored and processed there, or to any other country where The Provider, its affiliates or processors have established operations. The Customer entrusts The Provider with the responsibility for the said transfers of Customer Data and Support Data to the country in question, and for the storage and processing of the Customer Data and Support Data in the said country in order to provide The Provider Online Services.

The Provider shall comply with the data protection laws of the European Economic Area and Switzerland pertaining to the collection, use, transfer, retention and other handling of Personal Data originating from the European Economic Area and Switzerland. As of the effective date of the General Data Protection Regulation (GDPR), The Provider shall ensure that suitable safeguard measures are in place for transfers of Personal Data to a third-party country or to an international organisation, as defined in Article 46 of the GDPR, and that such transfers and safeguard measures are documented in accordance with the provisions of Article 30(2) of the GDPR. In addition to The Provider’s commitments under Standard Contractual Clauses and other standard form contracts, The Provider is certified under the EU-U.S. and Swiss-U.S. Privacy Shield Frameworks and commitments resulting therefrom. The Provider agrees to notify the Customer in the event that it deems that it can no longer fulfil its data protection obligations under the Privacy Shield Principles.

## 7. Use of Processors

The Provider can retain the services of processors to provide services on its behalf. Such processors shall be authorised to obtain Customer Data and Support Data solely in order to provide the services entrusted to them by The Provider, and under no circumstances shall they use the Customer Data and Support Data for other purposes. The Provider shall be responsible for ensuring that its processors comply with the obligations of The Provider under these Online Services Terms and Conditions. The Customer previously provided consent for the transfer of Customer Data and Support Data by The Provider to processors, as set out in the Online Services Terms and Conditions.

## 8. Personal Data Protection

### **Deletion of Customer Data:**

Within a maximum period of 180 days following the expiry or termination of the Customer’s use of an Online Service, The Provider shall disable the account and delete the Customer Data in the account.

## 9. CNIL Notification

A notification has been filed with the Commission Nationale de l’Informatique et des Libertés (CNIL or French Data Protection Authority) pertaining to the The Provider Website, under number 1895687.

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# Appendix 1 – Conditions of the European Union’s General Data Protection Regulation (GDPR)

## 1. Definitions

The expressions used in these GDPR Conditions for which no definitions have been provided, such as “Personal Data breach”, “processing”, “controller”, “processor” and “data subject” shall have the meaning given to them in Article 4 of the GDPR.

The following definition is also used in these GDPR Conditions:

“Other Processors” refers to the other subcontractors used by The Provider to process Personal Data.

## 2. Roles and Scope

1. These GDPR Conditions apply to the processing of the Customer’s Personal Data by The Provider within the scope of the GDPR.
2. For the purposes of these GDPR Conditions, the Customer and The Provider agree that the Customer shall be the controller of its Personal Data and that The Provider shall be the processor, except when the Customer is itself the processor, in which case The Provider shall be an “Other Processor”.
3. These GDPR Conditions do not limit in any way the commitments made by The Provider to protect the Customer Data under these Online Services Terms and Conditions or any other agreement entered into between The Provider and the Customer.
4. These GDPR Conditions shall not apply when The Provider is the controller of the Personal Data.

## 3. Relevant GDPR Obligations: Articles 28, 32 and 33

1. The Provider shall not retain the services of an “Other Processor” without prior specific or general written authorisation from the Customer. In the case of a general written authorisation, The Provider shall inform the Customer of any intended changes concerning the addition or replacement of Other Processors, thereby giving the Customer the opportunity to object to such changes. (Article 28(2))
2. Data processing by The Provider shall be governed by these GDPR Conditions under European Union (hereinafter referred to as the “Union”) or Member State law that is binding on The Provider. 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 out in the Customer’s volume licensing agreement, including these GDPR Conditions. In particular, The Provider shall:
  - (a) process the Personal Data according to the Customer’s documented instructions, including transfers of Personal Data to a third-party country or an international organisation, unless required to do so by the Union or Member State law to which it is subject; in such a case, The Provider shall inform the Customer of that legal requirement before any processing, unless the law prohibits this on important grounds of public interest;
  - (b) ensure that the 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) comply with the conditions referred to in paragraphs 2 and 4 for retaining the services of an “Other Processor”;
  - (e) taking into account the nature of the processing, assist the Customer using 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 the Customer in ensuring compliance with the obligations pursuant to Articles 32 to 36, taking into account the nature of the processing and the information available to The Provider;
  - (g) at the discretion of the Customer, delete or return all the Personal Data to the Customer after the end of the provision of services relating to processing, and delete all of the existing copies unless Union or Member State law requires retention of the Personal Data;
  - (h) make available to the 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 the Customer or another auditor mandated by the Customer.

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

**3.** If The Provider retains the services of an “Other Processor” to carry out specific processing activities on behalf of the Customer, the data protection obligations as set out in these GDPR Conditions 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, The Provider 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 the processing, as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, the Customer and The Provider 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;
- (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.** The Customer and The Provider shall take steps to ensure that any natural person acting under the authority of the Customer or The Provider who has access to Personal Data does not process them except on instructions from the Customer, unless he or she is required to do so by Union or Member State law. (Article 32(4))

**7.** The Provider shall notify the Customer without undue delay after becoming aware of a Personal Data breach. (Article 33(2)) The said notification shall at least:

- (a) describe the nature of the Personal Data breach including, where possible, the categories and approximate number of data subjects and personal data records concerned;
- (b) communicate the name and contact details of the data protection officer or other contact point where more information can be obtained;
- (c) describe the likely consequences of the Personal Data breach;
- (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))



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## Appendix 2 – Additional GDPR Conditions

### 1. Other Processors

1. The Customer agrees that The Provider may retain the services of Other Processors for Personal Data processing in accordance with these GDPR Conditions.
2. The Provider shall ensure that its Other Processors are bound by written agreements offering a level of data protection at least equivalent to the level imposed on The Provider by these GDPR Conditions.

### 2. Customer Support to Fulfil Data Subject Requests

1. The Provider shall make the data subjects' Personal Data available to the Customer and shall provide the Customer with the means to fulfil requests from data subjects who want to exercise their rights under the GDPR; at the same time, The Provider shall ensure that the proper functioning of the Products is maintained and that it meets its obligations as a Processor. The Provider agrees to reply favourably to any reasonable request for support in managing such requests from the Customer's data subjects.
2. If The Provider receives, from a data subject whose data is processed by the Customer, a request to facilitate the exercise of rights granted under the GDPR, The Provider shall invite the said data subject to make the request directly to the Customer.

### 3. Personal Data Processing

1. The Customer's volume licensing agreement (including these GDPR Conditions) as well as the use and configuration of the Product constitute the Customer's complete and definitive instructions pertaining to Personal Data processing by The Provider.
2. The Provider may also transfer Personal Data if required by applicable law.
3. The Provider (i) shall ensure that its staff members participating in the Personal Data processing process this Personal Data according to the Customer's instructions, unless required otherwise by Union, Member State or other law, and (ii) is committed to maintaining the confidentiality of Personal Data, even after completing its assignment.
4. Processing shall be limited to Personal Data within the scope of the GDPR, and the duration of the processing must correspond to the duration of validity of the Customer's Product use rights or of the Customer's Professional Services agreement. The purpose of the processing is to provide Products or Professional Services in accordance with the volume licensing agreement. The types of Personal Data processed by the Products or Professional Services include those expressly identified in Article 4 of the GDPR, as well as the other Personal Data provided by the Customer with respect to the Online Services or the Professional Services agreement. The data subject categories are the Customer's representatives and end users, including employees, service providers, associates and customers.
5. Upon the expiry or termination of the Customer's Product use rights or the Customer's Professional Services agreement, The Provider shall delete or return the Personal Data in accordance with the provisions and timeframes specified in the Online Services Terms and Conditions, for each of the Online Services, Products identified in the Product documents and Professional Services referred to in the terms and conditions of the relevant agreement, except where Union, Member State or other law requires the retention of the Personal Data.

### 4. Information Security

The Provider (i) shall maintain security practices and policies for the protection of Personal Data in accordance with the written policy on data protection ("Information Security Policy") for each Product and Professional Service, and (ii) subject to non-disclosure obligations, shall make the Information Security Policy available to the Customer, with a description of the existing security measures taken for the Products and Professional Services, as well as any other information required within a reasonable timeframe by the Customer, regarding The Provider's security practices and policies.

## **5. Personal Data Breach**

Pursuant to Articles 33 and 34 of the GDPR, The Provider shall make reasonable efforts to help the Customer fulfil its obligation to inform the competent authorities and the data subjects in the event of a Personal Data breach.

### **a. Records of Processing Activities**

The Provider shall maintain all the records required pursuant to Article 30(2) of the GDPR, as they apply to the processing of Personal Data on behalf of the Customer, and shall make them available to the Customer upon request.

### **b. Amendments, Extensions and Duration**

1. The Provider may amend or extend these GDPR Conditions upon notification of the Customer, (i) if a supervisory authority or another government or regulatory entity requires it, (ii) if it becomes necessary to comply with the applicable law, (iii) to implement standard contractual clauses imposed by the European Commission or (iv) to comply with a code of conduct or a certification mechanism pursuant to Articles 40, 42 and 43 of the GDPR.
2. Without prejudice to these GDPR Conditions, The Provider shall occasionally provide additional information on the way it will comply with these GDPR Conditions, in its technical documents, privacy statement and policies.
3. These GDPR Conditions shall take effect at the latest (a) when the GDPR comes into effect, or (b) on the date when the Customer first uses a Product or when The Provider first provides a Professional Service for which it is the primary processor or an "Other Processor".

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## Appendix 3 – Licensing Mode and Management

### 1. Licensing Model

Licenses are sold using a “monthly subscription” model: they are valid for an indefinite period of time and can be reassigned from one user to another, as needed by the Customer.

It is the Customer’s responsibility to assign the licenses that it has purchased to its users, through the management interface (Manager Account). Following the license purchase, the Customer shall be notified by email (Manager Account) that the licenses are available (have been assigned) in its Backend area. After the allocation of the pool of licenses that were ordered, the licenses will need to be assigned by the Customer to the users.

After licenses have been reassigned or terminated, the history and data in user accounts that no longer have a license will be deleted.

### 2. Access to the MOOC Office 365 Business Backend

The Backend is the interface used for managing and monitoring licenses and users.

An email notification is sent through the MOOC Office 365 Business platform to the contact person indicated by the Customer as being the Account Manager. This notification includes the login information for the Customer Backend as well as documentation on how to use this area.

From this interface, the Customer will be able to manage its licenses by:

- Assigning MOOC Office 365 Business licenses;
- Accessing to the consumption monitoring dashboard.

### 3. License Assignment

As soon as the licenses have been assigned to a Customer (which can be seen in its Backend Manager area), the licenses can be invoiced, whether or not they have been assigned to users.

The Customer can assign licenses on its own to users from its Backend manager area, once it has received the email with login information and the documentation on how to use the Backend.

### 4. Invoicing

In the event that an invoice is not paid, the licenses shall be disabled.

### 5. Termination

A license can be terminated only if it is not assigned to a user.

It is the Customer’s responsibility to unassign a license before requesting its termination.

The Customer must submit the license termination request to the organization that sold the license to the Customer.