

Microsoft Customer Agreement

French Health Data Hosting Amendment

The parties agree to add the following new sections to the Microsoft Customer Agreement:

Customer is processing health data that are subject to the French Health Data Hosting regulation (hereafter the "HDS Certification") requirements. In consideration of those requirements, the parties agree to the following:

- 1. Health Data Hosting Certification.** Microsoft received the Hébergeur d'infrastructure physique and Hébergeur Infogéreur certificates with regards to the HDS Certification on the 31st of October 2018 for its "France" Data Centers and on the 8th of February 2019 for its "Europe" Data Centers. This HDS Certification applies to the:
 - Microsoft Dynamics 365 Services and Office 365 Online Services that are (1) available from Microsoft's "European Union" and "France" Geo and (2) identified in the Microsoft Trust Center as complying with this Certification; and
 - Microsoft Azure Services that are (1) available from Microsoft's "Europe West", "Europe North", "France Central" and "France South" Azure regions and (2) identified in the Microsoft Trust Center as complying with this Certification

Hereafter the "Certified Online Services".

- 2. Termination of a Certified Online Service.** Should Microsoft HDS Certification be terminated for a Certified Online Service, Microsoft will notify the Customer of this termination without undue delay. In such event, the Customer is allowed to terminate its subscription to this Certified Online Service immediately and without penalty. As of this termination, and as provided in the Online Services Terms, Microsoft will retain Customer Data that remains stored in the terminated Certified Online Services in a limited function account for 90 days after expiration or termination of Customer's subscription so that Customer may extract the data.
- 3. HDS Certification requirements to Customer.**

As provided in the HDS Certification framework, Customer understands that it must abide by, and commits to implement the security policies that directly apply to it pursuant to applicable regulation, such as the frameworks of the French *Politique Générale de Sécurité des Systèmes d'Information de Santé (PGSSI-S)*.

As provided in the HDS Certification framework, the Customer must identify to Microsoft a point of contact within its organization. This point of contact must also be identified as the recipient for compliance notification in the Certified Online Service's administration portal. This point of contact will be able to direct Microsoft or the French authorities to health professionals within its organization if need be. The Billing Account Owner role is considered to be this point of contact.

Microsoft can share this contact information with French authorities at their request. Customer commits to notify Microsoft of any change in this contact information.

This amendment is effective upon acceptance of its terms and expires on either (i) the last day of the 36th calendar month after acceptance; or (ii) the termination date of the Agreement, whichever occurs first.