

## **UICC Production: Gemalto Retention Rules for the Output and Input Files**

**'Files'**: means collectively or individually output files and input files.

1- Pursuant to the Gemalto Personal Data Protection Program, from the date of delivery of the Files to Customer via our Allynis Connect highly secure data exchange solution Gemalto retains the input files for a period of four (4) months and the output file from a period of seven (7) months (collectively referred as the 'Gemalto Retention Period'). The retention of the Files is subject to the following security measures:

- a) Retention is taking place in a site certified as per the GSMA Association under the Security Accreditation Schema (SAS). This certification is an attestation of a robust security management system implemented on these sites and covering all the security domains (Risk Assessment, Physical security, IT security, Cryptography, Data Management...).
- b) The Files are stored encrypted with a complimentary security layer at the file level and following the state of the art in term of encryption algorithm.
- c) The deciphering mechanism when contractually needed and required is performed under dual control.
- d) The secure deletion is undertaken immediately upon expiry of the relevant Gemalto Retention Period (i.e., 4 or 7 months) and performed using standard tool performing a full low level formatting of the data to the point it is not possible to recover it with any forensic tool.
- e) The encryption key protecting the file is stored in the certified SAS secure environment and under dual control.

2- During the Gemalto Retention Period Customer agrees and commits to take custody (i.e., possession and control) of the Files including the output file. In the event following the expiry of the Gemalto Retention Period Customer is triggering the warranty provision contractually agreed upon, Customer is obliged to deliver to Gemalto the output file under is custody in order for Gemalto to comply with the warranty terms. Provided, however, that such delivery can be waived if an authorized representative of Gemalto notifies to the Customer that the delivery of the output files is not necessary in the light of the warranty event (the 'Waiver').

If the event the Waiver has not been notified and the warranty event has been remedied in accordance with the contractual warranty terms, the output file delivered by the Customer is immediately securely deleted by Gemalto.

3- Pursuant to Section 1 above, if Customer has contractually agreed or agrees with Gemalto that Gemalto retains output file(s) beyond the Gemalto Retention Period (the 'Extended Retention Period'), Gemalto and Customer agree to enter into a data retention agreement covering:

- The duration of the Extended Retention Period;
- The application of the Extended Retention Period;
- The security measures applied by Gemalto to the Extended Retention Period;
- The geographic location of the premises where the Extended Retention Period is undertaken;
- The financial terms and conditions, if any;
- The liability terms; and
- Customary contractual terms.