

# **Terms and Conditions for IIJ Application Services**

Last updated: 2024/04/01

The Customer and IIJ agree that the terms and conditions set forth below (the “Terms”) shall apply to Application Services (“Services”). For the purpose of interpreting these Terms, “IIJ” means the IIJ entity which is a party to this Agreement, as specified in the Order Form, quotation or any proposal to the Customer.

## **Section 1. Contents of the Agreement**

1. The contents of the Services and the conditions for the execution of the Services shall be described herein, in the Order Form, in the terms and condition of an individual Service (the “Service Supplement”) or in any service usage guide for the Service provided by IIJ (the “Service Description”).
2. In the event of any inconsistency between these documents, the following order of precedence will apply:
  - (1) (highest precedence) the Order Form;
  - (2) The Service Supplement;
  - (3) the Service Description;
  - (4) (lowest precedence) the Terms

## **Section 2. Term of the Agreement**

The term of this Agreement shall be as prescribed herein or in the Service Supplement. However, except when the Customer or IIJ has notified the other party of its intention not to renew the term of this Agreement in writing no later than one (1) month prior to the expiration of the term, the term of this Agreement shall be extended for an additional year, and the term of this Agreement may be extended likewise thereafter.

## **Section 3. Charges and Payment**

1. Charges for the Services shall be classified as follows in accordance with their type and shall be prescribed as Service Charges herein or in the Service Supplement:
  - (1) Initial Charge: to be invoiced on the Service Starting Date.
  - (2) Monthly Charge: to be invoiced, calculated from the Service Starting Date. The charge for a period less than one month shall be calculated on a per diem basis of thirty (30) days to a month.
  - (3) Fixed Charge: to be invoiced as a fixed charge by the method described herein or in the Service Supplement.
  - (4) Occasional Charge: to be invoiced as a charge for any work that may be performed as required.
2. The Customer shall pay any special expenses that may arise in connection with the use of the Services and that are incurred by IIJ for and on behalf of the Customer.
3. The Customer shall pay each Service Charge within thirty (30) days after the date of IIJ's invoice.
4. The Customer shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by the Customer hereunder.

#### **Section 4. Customer's Responsibilities**

With respect to the Services, the Customer shall assume the following responsibilities:

- (1) Unless otherwise specified herein, in the Service Supplement or the Service Description, the Customer shall, at its own cost and expense, install and maintain the equipment that is required for the use of the Services and that conforms to standards prescribed by IJJ and shall provide communications lines (the equipment and lines hereinafter called "Customer Equipment").
- (2) The Customer shall provide a proper operating environment, such as installation space, power supply, and air conditioning, for the equipment and communications lines to be provided by IJJ or a third party designated by IJJ ("IJJ Equipment").
- (3) When the Customer intends to relocate, remove, or change the IJJ Equipment or connect any linear or other conductors to the IJJ Equipment, the Customer shall obtain the prior written consent of IJJ. The Customer shall manage the IJJ Equipment with the care of a good manager and shall be responsible for any loss or damage thereto.
- (4) The Customer shall authorize IJJ or a third party designated by IJJ to use the IJJ Equipment, the Customer Equipment, and the Customer's facilities to the extent necessary for the execution of the Services.
- (5) If the Customer requests the inclusion of a subsidiary in which the Customer has a majority equity interest or a company agreed on elsewhere by and between the Customer and IJJ as a recipient of the Services under this Agreement ("Related Company"), and if IJJ accepts such request, then the Customer shall obtain the consent of the Related Company to the effect that the Related Company agrees to comply with obligations similar to those that are imposed on the Customer hereunder. The Customer shall be severally and jointly liable for any Services used by its Related Company and shall assume full responsibility under this Agreement even though Related Company receives the Services.
- (6) When IJJ manages or uses any Customer Equipment or services provided to the Customer by a third party designated by the Customer, the Customer shall obtain the necessary consent of the third party in order to allow IJJ to manage or use them. The Customer shall authorize IJJ to act for and on behalf of the Customer in connection with the contracts entered into between the Customer and such third party to the extent agreed to by and between the Customer and IJJ.
- (7) When IJJ concludes a contract with a telecommunications service provider to procure a communications line for the purpose of the provision of the Services to the Customer, the Customer shall assume the same obligations and responsibilities as IJJ assumes with respect to that telecommunications service provider.
- (8) The Customer shall make the primary response to the Customer's internal users.
- (9) The Customer shall be responsible for the results of use of the Services. This responsibility extends to any individual or entity given access to the Services by the Customer. For the avoidance of doubt, IJJ shall not be responsible for any damages that may be suffered by the Customer due to any act or omission on the part of the Customer or any third party, including, without limitation, any data delay, miss-delivery or interruption.
- (10) The Customer shall use the Services only for lawful and legal purposes and shall comply with all laws, regulations, and all relevant directions and orders issued by the authorities of the countries and regions where the Services are used.
- (11) The Customer shall comply with all applicable data protection, import, re-import, export, and re-export control laws, including any applicable license requirements,

and country-specific sanctions programs. Any service or technical information provided under this Agreement may be subject to U.S. export controls and the trade laws of other countries. The Customer agrees not to export or re-export to entities on the current U.S. export exclusion lists or to any embargoed or terrorist countries as specified in the U.S. export laws. The Customer will not use the Service for prohibited nuclear, missile, or chemical biological weaponry end uses.

(12) The Customer shall not:

(a) use the Services in any manner which is illegal, libelous in nature, unjust or offensive to public order and morals;

(b) use the Services in any manner which would or is likely to damage the reputation of IJJ or the services of IJJ; or

(c) use the Services in any manner which would or is likely to cause an adverse effect on the direct or indirect use of the services of IJJ by other users.

(13) The Customer shall comply with any demand to modify its use of the Services to the extent such use causes or is likely to cause an adverse effect on any telecommunications equipment of IJJ, whether the Customer intends to cause such an adverse effect or not.

(14) If the Customer violates either of section (11) or section (13), IJJ may suspend all or a part of the Services immediately. The Customer shall be obliged to pay the Service Charges during such period of suspension.

#### **Section 5. Changes in Services**

1. The Customer may request a change in the contents of the Services by giving IJJ one (1) month prior notice in writing.
2. IJJ shall notify the Customer of the contents of the Services and the Service Charges changed under the preceding paragraph together with the effective date of change by a written confirmation of changes. The confirmation shall constitute an essential part of this Agreement.
3. IJJ may change the contents of the Services, Service Charges, or terms and conditions of this Agreement by giving the Customer three (3) months prior notice in writing. However, in the case of a reduction in Service Charges and any other change that IJJ considers not adverse to the interests of the Customer, IJJ may implement such change without such prior notice.
4. If IJJ has changed any of the specifications for the communications equipment or communications lines used for the provision of the Services, the Customer shall pay the expenses or the increased charges resulting therefrom.

#### **Section 6. Termination**

1. In any extended term after the expiry of the original term of this Agreement, the Customer may terminate the Services by giving IJJ one (1) month prior notice in writing, and IJJ may terminate the Services by giving the Customer three (3) months prior notice in writing.
2. In the event that the Customer desires to terminate the Services before the expiry of the original term of this Agreement, the Customer may do so at any time by paying a sum of money equivalent to the amount of Service Charges corresponding to the remaining term of the Agreement or the termination fee prescribed elsewhere.
3. If there occurs any event on the part of the Customer or IJJ that makes it difficult for the other party to maintain this Agreement, such as a violation of any of the

provisions of this Agreement, then the other party shall demand the correction thereof within a reasonable period to be set by such other party and may, if the correction is not completed within such period, terminate this Agreement.

4. In the event that the Customer or IIJ considers that any material change in the other party's assets, credit standing, or business will make it difficult for the other party to perform its obligations under this Agreement, the Customer or IIJ, as the case may be, may terminate this Agreement at any time by so notifying the other party in writing.

#### **Section 7. Confidentiality and Protection of Data, etc.**

1. Except where a confidentiality agreement is concluded in a form prescribed by IIJ, information exchanged between the parties shall not be treated as confidential.
2. IIJ shall assume no responsibility for any transmission error or data corruption during transmission over the communications line or for the protection of data.

#### **Section 8. Treatment of the Customer's information**

1. Where IIJ procures a communications line from a telecommunications service provider for the purpose of the provision of the Services to the Customer, IIJ shall be allowed to disclose information related to the Customer to that telecommunications service provider to the extent necessary to provide the Services.
2. For the purpose of providing the Services to the Customer, IIJ is entitled to entrust its business to a third party. In such case, IIJ shall be allowed to disclose information related to the Customer to that third party to the extent necessary to provide the Services.
3. The Customer shall enter into a separate memorandum related to the treatment of the confidential information or other information prescribed by IIJ in the event that the Customer proposes to agree on any specific protection conditions regarding the confidential information and other information peculiar to the Customer at the time of IIJ's provision of the Services to the Customer.

#### **Section 8-2. Data Protection**

By agreeing that the Terms shall apply to the Services, the Customer is deemed to agree that the terms and conditions for data protection set forth in Attachment B and such terms and conditions shall have effective.

#### **Section 9. Limitation of Liability**

1. WHERE IIJ CAUSES ANY DAMAGE TO THE CUSTOMER'S BUILDINGS OR OTHER STRUCTURES WHEN INSTALLING, REMOVING, REPAIRING, OR RESTORING COMMUNICATIONS EQUIPMENT OR THE LIKE FOR THE PROVISION OF THE SERVICES, AND IF THE DAMAGE WAS UNAVOIDABLE OR NOT WITHIN THE REASONABLE CONTROL OF IIJ, IIJ SHALL NOT BE LIABLE TO COMPENSATE FOR THE DAMAGE.
2. IIJ MAKES NO WARRANTY TO CUSTOMER OR ANY OTHER PERSON OR ENTITY, WHETHER EXPRESS, IMPLIED OR STATUTORY, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE, AS TO COMPLETENESS, CORRECTNESS, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY SERVICE PROVIDED HEREUNDER, AS TO ANY TITLE, AS TO

INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, OR AS TO ANY OTHER MATTER, UNLESS OTHERWISE AGREED BETWEEN CUSTOMER AND IIJ IN A SEPARATE WRITTEN DOCUMENT.

3. IN ALL CASES IN WHICH THE CUSTOMER DEMANDS A REMEDY BASED ON A CAUSE ATTRIBUTABLE TO IIJ, INCLUDING SUCH CASE AS IS DESCRIBED IN PARAGRAPH 1 OF THIS SECTION, THE MAXIMUM LIABILITY OF IIJ TO THE CUSTOMER SHALL BE LIMITED, IRRESPECTIVE OF THE CAUSE OF THE DEMAND, TO PECUNIARY COMPENSATION FOR THE ACTUAL, ORDINARY, AND DIRECT DAMAGE SUFFERED BY THE CUSTOMER. IN NO CIRCUMSTANCES SHALL BE MAXIMUM CUMULATIVE LIABILITY OF IIJ EXCEED THE AMOUNT OF THE SERVICE CHARGES PAID FOR THE SERVICES WHICH CONSTITUTED THE DIRECT CAUSE OF THE DAMAGE DURING THE TWELVE (12) MONTHS PRECEDING THE DEMAND.
4. IIJ SHALL IN NO CASE BE LIABLE FOR ANY DAMAGE ARISING FROM A CAUSE BEYOND THE REASONABLE CONTROL OF IIJ, ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, ANY LOSS OF USE, LOST DATA OR CONTENT, ANY LOST PROFIT, BUSINESS INTERRUPTION OF THE CUSTOMER, OR ANY DAMAGE SUFFERED BY THE CUSTOMER AS A RESULT OF A DEMAND BY A THIRD PARTY TO PAY DAMAGES, IN CONNECTION WITH THIS AGREEMENT OR WITH ANY SERVICES PROVIDED HEREUNDER, WHETHER ARISING OUT OF BREACH OF THIS AGREEMENT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER IIJ HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
5. IN CASES IN WHICH THE PROVISION OF THE SERVICES IS INTERRUPTED, IN WHOLE OR PART, DUE TO A REASON ATTRIBUTABLE TO A THIRD PARTY WHICH IIJ ENGAGES FOR THE PURPOSE OF PROVIDING THE SERVICES TO THE CUSTOMER, IIJ SHALL NOT BE LIABLE FOR SUCH INTERRUPTION; PROVIDED, HOWEVER, THAT, IF THE FEE RELATING TO THE SERVICE IS REFUNDED BY THAT THIRD PARTY TO IIJ AS A RESULT OF THE OCCURRENCE OF SUCH INTERRUPTION, IIJ MAY BE LIABLE TO THE CUSTOMER UP TO THE AMOUNT OF SUCH FEE.

**Section 10. Force Majeure.**

No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of the Customer to make payments to Service Provider hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") reasonable control, including, without limitation, the following force majeure events ("Force Majeure Event(s)": (a) acts of God; (b) flood, fire, earthquake, pandemics, epidemics or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or action; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns or other industrial disturbances; (h) shortage of adequate power or transportation facilities; (i) other

similar events beyond the reasonable control of the Impacted Party.

#### **Section 11. Other**

1. The Customer shall use the Services only for the business of its own and the Related Company included as a recipient of the Services under clause of 4(5) of this Agreement and may not, without the prior written consent of IIJ, assign or delegate any of its rights or obligations to a third party.
2. IIJ may provide the Services by using a third party designated by IIJ.
3. The ideas, concepts, know-how, or techniques provided or developed in the course of performance of this Agreement may be used by either party in the manner it considers reasonable on condition that it complies with the limitations imposed by the other party's industrial property rights and copyrights.
4. No claim under this Agreement shall be exercised upon lapse of twenty-four (24) months after it becomes possible to exercise the claim.
5. If any doubt arises as to this Agreement, the parties hereto shall consult with each other in accordance with the principle of good faith and trust.
6. Except as otherwise provided in the country specific provisions set forth in Attachment A, this Agreement is to be governed by, and construed in accordance with, the laws of Japan, including any codes and directions issued by the relevant authorities. Any dispute arising out of this Agreement shall be subject to the exclusive jurisdiction of the courts of Japan.

#### **Section 12. Intellectual Property**

All patents, utility models, rights to inventions, copyright and related rights, trade marks and service marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, including all applications for (and rights to apply for and be granted), renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world (the "Intellectual Property Rights") relating to the Service belong, and shall belong, to IIJ.

#### **Section 13. General Provisions**

1. The prevailing party in any action arising under this Agreement is entitled to recover its reasonable attorneys' fees and expenses, including through all appeals.
2. This Agreement does not, and is not intended to, constitute an agency, partnership or joint venture relationship between the parties.
3. If any provision of this Agreement is held invalid or illegal, such provision is void, and the remainder of this Agreement is not affected by such invalidity or illegality.
4. Waiver of one or more terms or conditions of this Agreement by either party shall not be deemed a modification or waiver of any other provisions of this Agreement.
5. IIJ may amend the Terms, the Service Supplement and the Service Description from time to time by posting the most current version on our website, in which case these new Terms will supersede prior versions. The Customer shall check these new Terms periodically to take notice of changes as they will be binding on the Customer. If an amendment materially affects the Customer's rights, IIJ will notify the Customer via email, as a notification inside the Services or other reasonable means. The Customer's continued use of the Services following the

effective date of any such amendment may be relied upon by IJJ as the Customer's acceptance of any such amendment. If the Customer does not agree to an amendment, the Customer may terminate use of the Services or request IJJ to terminate the provision of the Services to the Customer.

6. This Agreement (including the Attachment) embodies the entire agreement of the parties hereto in respect of the subject matter hereof, and no representation, inducement or agreement, oral or otherwise, between the parties not contained and embodied herein is of any force and effect.
7. This Agreement is written in the English language only, and no translation of this Agreement has any effect on the interpretation or construction of this Agreement.
8. This Agreement is binding upon and inures to the benefit of the parties hereto, their respective heirs, legal representatives, successors and assigns. No party hereto may assign this Agreement or any of its rights hereunder, or delegate any of its duties hereunder, without the express written consent of the other party.
9. All section headings in this Agreement are for convenience only and are not deemed part of the content of this Agreement.

Attachment A  
Country specific provisions

If IJJ is located in any of the countries or regions identified below, the following country specific provisions shall apply:

1) the United States

This Agreement is to be governed by, and construed in accordance with, the laws of the State of New York without regards to its principals of choice of law. Any controversy or claim arising out of or relating to this Agreement or any breach thereof shall be settled by arbitration in the City and State of New York in the USA in accordance with the rules then obtaining of the American Arbitration Association. Judgment upon the award of the arbitrators may be entered in the courts of any state of competent jurisdiction. The parties consent that any notice to arbitrate or any notice in connection with such arbitration and any process or notice or other judicial document in connection with the entry or enforcement of such judgement may be served outside the State of New York by registered mail or by personal service, provided that a reasonable time for appearance is allowed.

2) the United Kingdom

This Agreement and any dispute or claim (including non-contractual disputes or claims) is to be governed by, and construed in accordance with, the laws of England and Wales without regards to its principals of choice of law. The Parties irrevocably agree that the courts of England and Wales have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or relating to the Agreement, or the breach thereof.

3) Germany

This Agreement is to be governed by, and construed in accordance with, the law of the Federal Republic of Germany. Any dispute arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of Dusseldorf, Germany.

4) Singapore

This Agreement shall be governed by, and construed in accordance with, the laws of Singapore, including any codes and directions issued by the relevant authorities. Any dispute arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of Singapore

5) Thailand

This Agreement is to be governed by, and construed in accordance with, the laws of Thailand, including any codes and directions issued by the relevant authorities. Any dispute arising out of this Agreement shall be subject to the exclusive and agreed jurisdiction of the courts of Thailand.

6) Indonesia

This Agreement is to be governed by, and construed in accordance with, the laws of Indonesia, including any codes and directions issued by the relevant authorities. Any dispute arising out of this Agreement shall be referred to and finally resolved by



arbitration in the Indonesian National Board of Arbitration (BANI) whose current address at Graha Wahana 1&2, Jl. Mampang Prapatan No. 2 Duren Tiga, Jakarta, in accordance with the Arbitration Rules of BANI for the time being in force, which rules are deemed to be incorporated by reference in this Article.

The arbitration tribunal shall consist of [three (3) arbitrators, whereby each IJ and the Customer are entitled to nominate one (1) arbitrator, and the other one (1) arbitrator shall be appointed by the Chairman of BANI]. The arbitrator appointed by the Chairman of BANI shall become the Chairman of Arbitration Tribunal.

The seat, or legal place, of arbitration shall be Jakarta and the language of the arbitration shall be Bahasa Indonesia. The arbitral award issued by the tribunal shall be final and binding on the parties. The parties agree not to appeal to any court of any jurisdiction with regard to such arbitral award, save for any court submission required for the purpose of enforcing such arbitral award. The parties irrevocably waive the applicability of article 48 paragraph 1 and article 73 letter (b) of Indonesian Law No. 30 of 1999 on Arbitration and Alternative Dispute Resolutions such that the mandate of an arbitral tribunal given as appropriate and in accordance with the provisions of this Agreement will remain in effect until a final arbitral award has been granted by the tribunal.

#### 7) Vietnam

This Agreement is to be governed by, and construed in accordance with, the laws of Vietnam, including any codes and directions issued by the relevant authorities. Any dispute arising out of or in relation with this Agreement shall be resolved by arbitration at the Vietnam International Arbitration Centre at the Vietnam Chamber of Commerce and Industry (VIAC) in accordance with its Rules of Arbitration". The place of arbitration shall be Hanoi, Vietnam. The language to be used in the arbitral proceedings shall be English..

Attachment B  
Data Protection

If IIJ is located in any of the countries or regions identified below, the following data protection provisions shall apply:

1) the United Kingdom  
Section 8-2

The following definitions apply in this Section 8-2:

(1) **Controller, Processor, Data Subject, Personal Data, Personal Data Breach, processing and appropriate technical and organizational measures:** as defined in the Data Protection Legislation.

(2) **Data Protection Legislation:** all applicable data protection and privacy legislation in force from time to time in the UK including the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (UK GDPR); the Data Protection Act 2018 (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended [and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party].

(3) **Domestic Law:** the law of the United Kingdom or a part of the United Kingdom.

2. Both parties will comply with all applicable requirements of the Data Protection Legislation. This Section 8-2 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

3. The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and IIJ is the Processor.

4. Without prejudice to the generality of the preceding paragraph, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to IIJ and lawful collection of the Personal Data by IIJ on behalf of the Customer for the duration and purposes of the Agreement.

5. Without prejudice to the generality of the paragraph 2. above, IIJ shall, in relation to any Personal Data processed in connection with the performance by IIJ of its obligations under the Agreement:

(1) process that Personal Data only on the documented written instructions of the Customer unless IIJ is required by Domestic Law to otherwise process that Personal Data. Where IIJ is relying on Domestic Law as the basis for processing Personal Data, IIJ shall promptly notify the Customer of this before performing the processing required by the Domestic Law unless the Domestic Law prohibits IIJ from so notifying the Customer;

(2) ensure that it has in place appropriate technical and organizational measures, reviewed and approved by the Customer, to protect against unauthorized or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorized or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after

an incident, and regularly assessing and evaluating the effectiveness of the technical and organizational measures adopted by it);

(3) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and

(4) not transfer any Personal Data outside of the UK unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:

(i) the Customer or IJJ has provided appropriate safeguards in relation to the transfer;

(ii) the Data Subject has enforceable rights and effective legal remedies;

(iii) IJJ complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and

(iv) IJJ complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;

(5) assist the Customer, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

(6) notify the Customer without undue delay on becoming aware of a Personal Data Breach;

(7) at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of the Agreement unless required by Domestic Law to store the Personal Data; and

(8) maintain complete and accurate records and information to demonstrate its compliance with this Section 8-2

6. The Customer consents to IJJ appointing any third party designated by IJJ as a third-party processor of Personal Data under the Agreement. IJJ confirms that it has entered or (as the case may be) will enter with the third-party processor into a written agreement and in either case which IJJ confirms reflect and will continue to reflect the requirements of the Data Protection Legislation. As between the Customer and IJJ, IJJ shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this paragraph.

7. Either party may, at any time on not less than thirty (30) days' notice, revise Section 8-2 by replacing it with any applicable controller to processor standard clauses or similar terms adopted by the Information Commissioner or forming part of an applicable certification scheme.]

2) the countries or regions other than the United Kingdom

Section 8-2

The following definitions apply in this Section 8-2:

a. "Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

- b. "Controller" means the entity which determines the purposes and means of the Processing of Personal Data.
- c. "Customer Data" means what is defined in the Agreement as "Customer Data" or "Your Data."
- d. "Data Protection Laws and Regulations" means all laws and regulations applicable to the Processing of Personal Data under the Agreement.
- e. "Data Subject" means the identified or identifiable person to whom Personal Data relates.
- f. "Personal Data" means any information relating to (i) an identified or identifiable natural person and, (ii) an identified or identifiable legal entity (where such information is protected in a manner similar to that of personal data or personally identifiable information under applicable Data Protection Laws and Regulations), where for each (i) or (ii), such data is Customer Data.
- g. "Processing" means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.
- h. "Processor" means the entity which Processes Personal Data on behalf of the Controller.
- i. "IJ Group" means IJ and its Affiliates engaged in the Processing of Personal Data.
- j. "Sub-processor" means any Processor engaged by IJ or a member of the IJ Group to process Personal Data in connection with the Agreement.

2(1) The parties acknowledge and agree that with regard to the Processing of Personal Data, Customer is the Controller (or processor as the case may be), IJ is the Processor (or sub-processor as the case may be) as further specified in the Details of the Processing (Schedule 1) and that IJ or members of the IJ Group will engage Sub-processors pursuant to the requirements set forth in Section subsection 5 of Section 8-2 "Sub-processors" below.

(2) Customer shall, in its use of the Services, process Personal Data in accordance with the requirements of Data Protection Laws and Regulations. For the avoidance of doubt, Customer's instructions for the Processing of Personal Data shall comply with Data Protection Laws and Regulations. Customer shall have sole responsibility for the accuracy, quality, and legality of Personal Data and the means by which Customer acquired Personal Data.

(3) IJ shall treat Personal Data as Confidential Information and shall only process Personal Data on behalf of and in accordance with Customer's documented instructions for the following purposes: (i) Processing in accordance with the Agreement and applicable Order Form(s); (ii) Processing initiated by Users in their use of the Services; and (iii) Processing to comply with other documented reasonable instructions provided by Customer (e.g., via email) where such instructions are consistent with the terms of the Agreement.

(4) The subject-matter of Processing of Personal Data by IJ is the performance of the Services pursuant to the Agreement. The duration of the Processing, the nature and purpose of the Processing, the types of Personal Data and categories of Data Subjects Processed under this Agreement are further specified in Schedule 1 (Details of the Processing) to this Attachment B.

### 3. RIGHTS OF DATA SUBJECTS

(1) IJ shall, to the extent legally permitted, promptly notify Customer if IJ receives a request from a Data Subject to exercise the Data Subject's right of access, right to rectification, restriction of Processing, erasure (right to be forgotten), data portability, object to the Processing, or its right not to be subject to an automated individual decision making ("Data Subject Request").

(2) Taking into account the nature of the Processing, IJ shall assist Customer by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of Customer's obligation to respond to a Data Subject Request under Data Protection Laws and Regulations.

(3) In addition, to the extent Customer, in its use of the Services, does not have the ability to address a Data Subject Request, IJ shall upon Customer's request provide commercially reasonable efforts to assist Customer in responding to such Data Subject Request, to the extent IJ is legally permitted to do so and the response to such Data Subject Request is required under Data Protection Laws and Regulations. To the extent legally permitted, Customer shall be responsible for any costs arising from IJ's provision of such assistance.

#### 4. IJ PERSONNEL

(1) IJ shall ensure that its personnel engaged in the Processing of Personal Data are informed of the confidential nature of the Personal Data, have received appropriate training on their responsibilities and have executed written confidentiality agreements. IJ shall ensure that such confidentiality obligations survive the termination of the personnel engagement.

(2) IJ shall take commercially reasonable steps to ensure the reliability of any IJ personnel engaged in the Processing of Personal Data.

(3) IJ shall ensure that IJ's access to Personal Data is limited to those personnel performing Services in accordance with the Agreement.

(4) Members of the IJ Group have appointed a data protection officer. The appointed person may be reached at [ijgroup-dpocontact@ij.ad.jp](mailto:ijgroup-dpocontact@ij.ad.jp).

#### 5. SUB-PROCESSORS

(1) Customer acknowledges and agrees that (a) IJ's Affiliates may be retained as Sub-processors; and (b) IJ and IJ's Affiliates respectively may engage third-party Sub-processors in connection with the provision of the Services. IJ and IJ's Affiliates can engage another processor based on this Section 8-2. Both IJ and its Affiliates have in the past engaged and continue to engage multiple Sub-processors. The Sub-processors have been engaged by IJ and its Affiliates at their own discretion and with only high data protection principles in mind. IJ or an IJ Affiliate have entered into a written agreement with each Sub-processor containing data protection obligations not less protective than those in this Agreement with respect to the protection of Customer Data to the extent applicable to the nature of the Services provided by such Sub-processor. The Customer herewith confirms the engagement of the current Sub-processors, pursuant to the change notification procedure as shown in this subsection 5.

(2) IJ shall upon request make available to Customer the current list of Sub-processors for the Services identified based on the request by Customer. Such Sub-processor lists shall include the identities of those Sub-processors and their country of location. IJ shall provide notification of a new Sub-processor(s) before authorizing any new Sub-processor(s) to Process Personal Data in connection with the provision of the applicable Services. Notifications of new Sub-processors shall be done via e-mail to an address dedicated by the Customer for this purpose as indicated on the signing page below.

(3) Customer may object to IJJ's use of a new Sub-processor by notifying IJJ promptly in writing within ten (10) business days after receipt of IJJ's notice in accordance with the mechanism set out in subsection 5. In the event Customer objects to a new Sub-processor, as permitted in the preceding sentence, IJJ will use reasonable efforts to make available to Customer a change in the Services or recommend a commercially reasonable change to Customer's configuration or use of the Services to avoid Processing of Personal Data by the objected-to new Sub-processor without unreasonably burdening the Customer. If IJJ is unable to make available such change within a reasonable period of time, which shall not exceed thirty (30) days, Customer may terminate the applicable Order Form(s) with respect only to those Services which cannot be provided by IJJ without the use of the objected-to new Sub-processor by providing written notice to IJJ. IJJ will only refund Customer any prepaid fees covering the remainder of the term of such Order Form(s) following the effective date of termination with respect to such terminated Services, in case the customer's objection against a new sub-processor is based on reasonable concerns regarding the particular sub-processor or IJJ and Customer agrees to a refund at the time of cancellation.

(4) IJJ shall be liable for the acts and omissions of its Sub-processors to the same extent IJJ would be liable if performing the services of each Sub-processor directly under the terms of this Section 8-2, except as otherwise set forth in the Agreement.

#### 6. SECURITY

(1) IJJ shall maintain appropriate technical and organizational measures for protection of the security (including protection against unauthorized or unlawful Processing and against accidental or unlawful destruction, loss or alteration or damage, unauthorized disclosure of, or access to, Customer Data), confidentiality and integrity of Customer Data. IJJ regularly monitors compliance with these measures. IJJ will not materially decrease the overall security of the Services during a subscription term.

(2) IJJ has obtained and may obtain in the future certain certification and security audits. Currently, IJJ has obtained certification by ISMS. A description of such certification can be found under <https://www.ijj.ad.jp/isms/>.

#### 7. SECURITY BREACH MANAGEMENT AND NOTIFICATION

IJJ maintains security incident management policies and procedures and shall, notify Customer without undue delay after becoming aware of the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Customer Data, including Personal Data, transmitted, stored or otherwise Processed by IJJ or its Sub-processors of which IJJ becomes aware (a "Customer Data Incident"). IJJ shall make reasonable efforts to identify the cause of such Customer Data Incident and take those steps as IJJ deems necessary and reasonable in order to remediate the cause of such a Customer Data Incident to the extent the remediation is within IJJ's reasonable control. The obligations herein shall not apply to incidents that are caused by Customer or Customer's Users. IJJ will not contact data subject directly, unless the controller is unable to do so itself, requests IJJ's assistance in notifying the data subject and IJJ has the reasonable means to make a notification on the controller's behalf.

#### 8. RETURN AND DELETION OF CUSTOMER DATA

IJJ shall return Customer Data to Customer and, to the extent allowed by applicable law, delete Customer Data adhering to internationally acceptable standards and without undue delay.

## **SCHEDULE 1 to Attachment B - DETAILS OF THE PROCESSING**

### **Nature and Purpose of Processing**

IIJ will Process Personal Data as necessary to perform the Services pursuant to the Agreement, as further specified in the Documentation, and as further instructed by Customer in its use of the Services

- To manage customer's contact
- To support customer's inquiry and troubleshooting.
- To send invoice.

### **Duration of Processing**

Subject to subsection 8 of Section 8-2, IIJ will Process Personal Data for the duration of the Agreement, unless otherwise agreed upon in writing.

### **Categories of Data Subjects**

Customer may submit Personal Data to the Services, the extent of which is determined and controlled by Customer in its sole discretion, and which may include, but is not limited to Personal Data relating to the following categories of data subjects:

- Customers' employee(s) who is (are) designated as the customers' contact person(s) (e.g. receiver of invoice, service administrator(s))

### **Type of Personal Data**

Customer may submit Personal Data to the Services, the extent of which is determined and controlled by Customer in its sole discretion, and which may include, but is not limited to the following categories of Personal Data:

- First and last name
- Contact information (company, email, phone, physical business address)
- Detail of customers' inquiries and IIJ's response

### **Changes to the details of processing**

In case of any changes in the data processing operations of the Customer, which directly affect the data processing carried out by IIJ on behalf of the Customer, the Customer shall notify IIJ of these changes without delay. In particular, the Customer shall notify IIJ of any changes regarding the types of personal data submitted to IIJ or the categories of data subjects affected by such processing as listed in this Schedule 1.

### **Transfer of Personal Data to Third Countries and IIJ's Affiliates**

IIJ will transfer Personal Data to the following IIJ or IIJ's Affiliates in third countries for Sub-Processing;

- Internet Initiative Japan Inc. (Japan)
- PTC SYSTEMS SDN.BHD.(Malaysia)
- PT. IIJ Global Solutions Indonesia (Indonesia)