

DATA PROCESSING ADDENDUM

This Data Processing Addendum (“DPA”) is an integral part of the Terms of Service, which, together with one or more Order Forms, comprises the agreement (“Agreement”) between Treasure Data, Inc. and the Customer executing the Order Form and is made part of the Terms and Conditions. This DPA applies to the Agreement to the extent Customer stores, transmits, or otherwise processes European Personal Information using the Service (as those terms are defined in the Terms of Service).

Background

- A. Treasure Data’s managed cloud Service facilitates massive-scale collection, storage, analysis, and related processing of Collected Data.
- B. Some of the Collected Data may constitute European Personal Information.
- C. Customer wishes to ensure an adequate level of protection for European Personal Information processed by Treasure Data outside of the European Economic Area (“EEA”) and Switzerland in accordance with Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 (“Data Protection Directive”), the laws of EEA member states, and Switzerland.
- D. The United States ensures an adequate level of protection for European Personal Information transferred from the Union to organizations in the United States that self-certify compliance under the U.S. Department of Commerce’s EU-U.S. Privacy Shield (“Privacy Shield Framework”).
- E. Treasure Data has certified compliance with the EU-U.S. Privacy Shield Framework as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of European Personal Information transferred to the United States.

Terms

- 1. **Definitions.** Any terms used in this DPA that are not defined herein but are defined in the Terms of Service shall have the meanings respectively ascribed to them in the Terms of Service. In addition, the following definitions shall apply to this Exhibit.
 - a. “Data Controller” means the entity that determines the purposes and reasons of Processing of European Personal Information.
 - b. “Data Processor” means the entity that Processes European Personal Information on behalf of a Data Controller.
 - c. “Data Subject” means an identified or identifiable natural person to which European Personal Information relates.
 - d. “Process” and “Processing” mean any operation or set of operations that is performed upon European Personal Information, whether or not by automatic means, such as collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure, or destruction.
 - e. “Subprocessor” means an entity engaged by Treasure Data to assist it in performing Services to Process European Personal Information or to which some European Personal Information Processing functions are outsourced.
 - f. “Subprocessing” means Processing of European Personal Information by a Subprocessor.

2. The Parties' Roles. The parties agree that, as between them, Customer is the Data Controller with respect to European Personal Information within the Collected Data, and Treasure Data is the Processor with respect to such European Personal Information. Treasure Data shall Process such European Personal Information solely for the purpose of providing the Service to Customer, providing the functionality of the Service pursuant to Customer's use of the Service, or in accordance with Customer's reasonable instructions, subject to the terms of Section 3.2 of the Terms of Service and Treasure Data's privacy policy.
3. Privacy Shield Compliance. During the term of the Agreement, Treasure Data shall maintain its compliance, and self-certification of such compliance, with the Privacy Shield Framework with respect to Processing European Personal Information in connection with providing the Service.
4. Requests from Data Subjects. If Treasure Data receives a request from a Data Subject for correction, amendment, or deletion of personal data, Treasure Data shall inform Customer promptly of such request and provide commercially reasonable cooperation to Customer to facilitate a response to such request.
5. Consent. Customer hereby consents to the use of Amazon Web Services and vendors with substantially similar capabilities as Subprocessors of European Personal Information, which act as vendors to Treasure Data providing storage and platform services. This section shall not be interpreted to limit any other Subprocessing permitted under the Terms of Service.
6. Limitation of Liability. The parties' liability arising from this DPA and all other liabilities arising from the Agreement are, as a whole, subject to the limitations of liability in Section 8 (Limitation of Liability) of the Terms and Conditions.