

DATA PROCESSING ADDENDUM (JAPAN)

This Data Processing Addendum (Japan) (“DPA”) is an integral part of the Terms of Service or Master Subscription Agreement, which, together with one or more Order Forms, comprises the agreement (“Agreement”) between Treasure Data, Inc. (“Treasure Data”) and the Customer executing the Order Form and is made part of the Agreement. This DPA applies to the Agreement to the extent Customer stores, transmits, or otherwise processes Personal Information subject to the Act on the Protection of Personal Information of Japan (Act No. 57 of 2003, as amended, the “Act”) Act using the 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 Personal Information subject to the Act.
- C. Customer wishes to ensure an adequate level of protection for Personal Information subject to the Act.

Terms

1. **Purpose.** The purpose of this DPA is to establish the terms under which Treasure Data will handle and properly protect the Personal Information (as defined below) provided by the Customer to Treasure Data. The Personal Information subject to this DPA is the Personal Information, the processing of which the Customer entrusts to Treasure Data for the purpose of using the Service.
2. **Definitions.** Any terms used in this DPA that are not defined herein but are defined in the Agreement or the Act shall have the meanings respectively ascribed to them in the Agreement or the Act. In addition, the following definitions shall apply to this DPA.
 - a. **“Personal Information”** has the meaning ascribed to that term “*Kojin Joho*” under the Act (notwithstanding the definition of “Personal Information” in the Agreement).
 - b. **“Data Subject”** means a specific living natural person who is identified by Personal Information.
3. **Compliance with the Act.** Treasure Data shall comply with the Act, and other applicable related laws and regulations regarding the protection of Personal Information and, in particular, shall implement the applicable privacy measures set forth in the provisions of Chapter 4, Section 1 of the Act. Customer acknowledges, however, that it is the data controller with respect to such Personal Information and is solely responsible for specifying the Purpose of Use, restricting the Purpose of Use, proper acquisition, providing notice of the Purpose of Use, maintenance of the accuracy,

correction, and discontinuing use, etc. of Personal Information upon request of the Data Subject.

4. Use of Personal Information. Treasure Data may use the Personal Information only for the provision, operation, maintenance, upgrading, testing, and supporting of the Service, and shall not use the Personal Information for any purposes other than those purposes. Treasure Data shall not, without the Customer's prior written approval or instructions provided via the Service, disclose, provide or transmit the Personal Information to any third party, or otherwise divulge the same. The same shall continue to apply after the termination of the Agreement.
5. Security Measures. Treasure Data shall make commercially reasonable efforts to keep the Personal Information in an accurate and up-to-date state in response to the Customer's updates using the features of, and within the scope required for providing, the Service. In addition, Treasure Data shall implement commercially reasonable, necessary, and appropriate security control measures in order to secure the Personal Information from leakage, loss or damage (corruption), and shall ensure that its employees are made aware of and are in compliance with the provisions of this DPA.
6. Subcontracting. Treasure Data may subcontract all or part of the handling of the Personal Information to its third party service providers only if Treasure Data imposes the same obligations as those in this DPA to such third party service providers under service agreements entered between Treasure Data and such third party service providers ; provided, however, that the Customer may request access to the identities of such service providers and, if the Customer objects to such subcontracting, may terminate the Agreement.
7. Data Subjects' Rights. If Treasure Data receives a request from a Data Subject regarding notification of Purposes of Use, disclosure, correction, addition, deletion, suspension of use, erasure, or suspension of disclosures to a third party with regard to his/her Personal Information, Treasure Data shall notify the Customer of such request immediately and provide commercially reasonable support to the Customer in dealing with such a request.
8. Reporting Incidents. If Personal Information is leaked, lost or damaged or if there is a material risk of compromise from such incident, Treasure Data shall immediately notify the Customer of the details of such incident and take appropriate measures according to the instructions from the Customer subject to Section 9 of this DPA.
9. Limitation of Liability. The expenses that Treasure Data is responsible for under Section 8 of the Agreement (Limitation of Liability) and the measures described therein, together with all other liability arising from this DPA and the Agreement, shall in any event be limited by and subject to the limitations of liability in Section 8 (Limitation of Liability) of the Agreement.