



AI TRANSLATION PLATFORM SERVICE SPECIFIC TERMS AND CONDITIONS

Further and subject to the General Terms and Conditions of Supply (<https://hello.global.ntt/en-us/legal/terms-and-conditions>) (“**General Terms and Conditions**”) and these AI Translation Platform Service Specific Terms and Conditions (“**Specific Terms and Conditions**”) collectively (the “**Terms and Conditions**”) set out terms and conditions applicable to NTT’s provision of the AI Translation Platform where such service is named in an applicable Order Form. All capitalized terms used but not defined herein shall have meanings assigned to them in the General Terms and Conditions.

1 Definitions.

“**Authentication Information**” has the meaning set forth in Section 2.2.1.

“**Basic Plan**” means a Plan of the Service provided with a series of shared translation engine servers.

“**Business Plan**” means a Plan of the Service provided with a series of exclusive translation engine servers per Client with exclusive learning and other customization and shared translation engine servers which provide a front server and a text extraction function.

“**Business Days**” means a day on which the clearing banks are open for business in the City of London;.

“**Charges**” means the amounts payable to NTT for use of the Service as stated in the Order Form.

“**Claim**” means (i) all debts, liabilities, and obligations, (ii) all losses, damages (including without limitation, consequential and punitive damages), judgements, awards, settlements, costs, and expenses (including, without limitation, interest, penalties, court costs, and reasonable professional fees and expenses), any (iii) all demands, claims, suits, actions cost of investigation, causes of action, proceedings and assessments, whether or not determined ultimately to be valid.

“**Contracts and Legal Model Option**” means an option for every Plan which provides a translating engine specialized in translation of contracts and legal documents.

“**Enterprise Plan**” means a Plan of the Service provides a series of exclusive translation engine servers per Client with exclusive learning, a front server, text extraction function and other customization.

“**Multilingual Option**” means an option for every Plan which provides a multi-language translating service in addition to the standard language translating service.

“**NTT Equipment**” means any equipment owned, leased or provided by NTT for the provision of the Service.

“**One-Year-Contract**” means the period of 12 months from and including the Service Start Date.

“**Order Form**” means an order form submitted by Client that is accepted by NTT, and that specifies the Service, Charges, Excess Charges and other service-specific terms and conditions to be provided by NTT to Client. All necessary information for ordering the Service shall be filled in on the Order Form by Client.

“**Plan**” means either the Basic Plan, Business Plan or Enterprise Plan.

“**Requested Service Start Date**” means the date at which the Client requests to start to use the Service as specified in the Order Form.



“**Service**” means the AI Translation Platform service provided by NTT.

“**Service Start Date**” means the date the Service is completed and ready for Client to use (which shall be determined by NTT sending an email to Client’s nominated representative informing them that the COTOHA is ready for the Client to use).

“**Service Start Notification**” means the notification of the Authentication Information which NTT sends to the Client.

“**Three-Year-Contract**” means a period of 36 months from and including the Service Start Date.

“**VPN Connection Option**” means an option for Business Plan and Enterprise Plan which connects to the Service via Arcstar Universal One.

2 Service

2.1 Service Provision.

2.1.1 NTT shall provide Client with the Service as set forth in the applicable Order Form.

2.2 Security – Authentication Information.

2.2.1 NTT shall notify Client of the login ID and other necessary information to use the Service (“**Authentication Information**”).

2.2.2 Client shall be responsible for maintaining the confidentiality of the Authentication Information at all times.

2.2.3 NTT shall not be liable for any damages or losses (whether direct and/or indirect) incurred by Client caused by any leak of Authentication Information to a third party if the leak emanated or originated (whether in whole or in part) from Client or if the leak did not come directly from NTT.

2.2.4 Client shall be responsible for any damages or losses (whether direct and/or indirect) incurred by NTT or a third party caused by Client’s inadequate safekeeping of Authentication Information or misuse of Authentication Information or any disclosure of Authentication Information (whether by loss or otherwise) to any unauthorised third parties.

2.2.5 In case the Authentication Information is disclosed to an unauthorised third party, or Client becomes aware of unauthorised use of the Service, Client shall promptly notify NTT thereof and, Client shall promptly follow any instructions which NTT may give to Client.

2.3 Suspension

2.3.1 Without prejudice to 4.3 (Termination by NTT) and 4.4 (Termination for Discontinuance) of the Specific Terms and Conditions, NTT may restrict access to the whole, or any part, of the Service in its sole discretion, with immediate effect in the event that:

2.3.1.1 Such suspension is necessary for any scheduled maintenance or unscheduled maintenance. NTT shall endeavor to give as much notice as reasonably possible, carry out such repair or maintenance work at times agreed with Client, and make reasonable commercial efforts to limit any and all disruption to the Service;

2.3.1.2 NTT needs to carry out any emergency maintenance or repairs to any part of NTT Equipment or other infrastructure used to provide the Service;



- 2.3.1.3** NTT is required to do so in compliance with any applicable law, regulation, order, licence, instruction or request of Government or any regulatory body, administrative authority, or emergency service;
- 2.3.1.4** the suspension or termination of service provided by a third party to NTT that materially adversely affects the ability of NTT to provide the Service; or
- 2.3.1.5** NTT believes providing the Service could create a substantial technical burden or material security risk to NTT.
- 2.3.2** Without prejudice to 4.3 (Termination of NTT) and 4.4 (Termination for Discontinuance) of the Specific Terms and Conditions, NTT may suspend the right to access or use all or any part of the Service in its sole discretion, with immediate effect in the event that:
 - 2.3.2.1** Client is in material breach of this Agreement, including but not limited to any failure to pay any Charges when due; or
 - 2.3.2.2** Client's use of or registration for the Service (i) poses a security risk to the Service or any third party, or (ii) may adversely impact the Service.
- 2.3.3** NTT will use its reasonable endeavours to give as much notice of the suspension pursuant to Section 2.3.1 and Section 2.3.2 as is reasonably possible in the circumstances.
- 2.3.4** In the event the suspension is triggered under clause 2.3.2, Client will remain responsible for all Charges incurred through the date of suspension including any applicable fees and Charges for any Service to which NTT continues to have access, as well as applicable data storage fees and charges, and fees and charges for in-process tasks completed after the date of Suspension.

3 Charges and Payment

3.1 Charges

Charges shall be set forth in the Order Form subject to Appendix 1 "Schedule of Fees".

3.2 Payment

- 3.2.1** Notwithstanding Clause 7 (Price and Payment) in the General Terms and Conditions, billing starts on the first (1st) day of the next month to which the Service Start Date belongs and will continue until the last day of the month on which the applicable Order Form terminates.
- 3.2.2** Except as otherwise specified in the Order Form, the monthly Charges will be set forth in Appendix 1. Client shall pay the whole amount of the Charges. Even if NTT suspends the Service for a reason set out under Section 2.3.2, Client shall continue to be liable for the payment during such suspension.

4 Term

4.1 Term

- 4.1.1** NTT shall provide the Service to Client on the Service Start Date in accordance with the applicable Order Form and such Order Form will remain in effect until termination.

4.2 Minimum Contract Term

- 4.2.1** Unless otherwise specified in the applicable Order Form, the Client shall be liable to pay for the Service for the minimum term set forth in Appendix 1 ("**Minimum Contract Term**").
- 4.2.2** Notwithstanding any other provision, for each Order Form that is terminated for any reason prior to its Minimum Contract Term, the Client shall pay to NTT all amounts due through to the termination date, whether or not such amounts have been billed before such termination date.
- 4.2.3** Unless otherwise stated in the applicable Order Form, the termination fee shall equal one hundred percent (100%) of the aggregate monthly recurring Charges (including any



applicable taxes, charges, duties, and fees, surcharges, or similar liabilities) for the remainder of the term then in effect for the relevant Service, including any charges imposed by third parties.

4.3 Termination by NTT

4.3.1 NTT may terminate any Order Form and/or the supply of any Service under an Order Form, at any time on written notice to Client with immediate effect in the event that;

- (a) Client fails to pay an invoice when due (and such invoice remains unpaid for a period of 10 days after NTT has given notice to the Client that it has failed to pay its invoice on time);
- (b) Client does not retain the necessary licences or authorizations required by law to use the Service;
- (c) with reasonable notice to Client, if the Service can no longer be provided by NTT; and/or
- (d) there is any introduction or prospective introduction of or any changes in any legislation, regulation, order, policy, rule, guideline or directive (whether or not having the force of law and including, without limitation, any directive or request issued under any legislation) or in the interpretation or application thereof by any court, government body, regulatory authority or other competent authority.

4.4 Termination for Discontinuance

4.4.1 NTT may discontinue the Service in whole or in part upon 90 (ninety) days' notice.

4.4.2 NTT may change or remove features or functionality of the Service (a "Service Change") from time to time with effect when posted on (<https://ntt-insight.com/resources/PDF/Legal-Documents/>) provided such a Service Change does not materially degrade the Service.

4.4.3 **NTT DISCLAIMS ANY LIABILITY ARISING FROM THE TERMINATION OF THE SERVICE OR A FEATURE OF THE SERVICE PURSUANT TO THIS SECTION 5.2 (TERMINATION FOR DISCONTINUANCE).**

5 Changes to the Service Conditions

5.1 NTT may from time to time amend these Specific Terms and Conditions. In such case, the provisions of the Service shall be subject to the amended Specific Terms and Conditions.

5.2 In case of any amendment to the Specific Terms and Conditions, NTT shall post such amended Specific Terms and Conditions on (https://ntt-insight.com/page/legal_documents.php).

5.3 If the Client use the Service and/or pay the Charges, such use and/or payment will be deemed acceptance and the Charges and the provisions of the Service will be subject to the amended Specific Terms and Conditions.

6 Non-Guarantee of the Data

6.1 NTT does not guarantee, warrant, represent or give any assurances (whether in writing or otherwise) in relation to or in connection with the integrity, accuracy, completeness, availability and/or continuity of the data provided in or by the Service.

6.2 NTT does not guarantee, warrant, represent or give any assurances (whether in writing or otherwise) that the data provided in or by the Service is error free.

6.3 NTT does not guarantee the results of the Service and NTT will not be responsible or liable for the results of the Service.

6.4 If data stored on NTT Equipment is lost, damaged or divulged, or used for any purpose other than the intended purpose owing to its loss, damage, leakage or any other reason, NTT shall not be liable for any direct or indirect damages suffered by Client or a third party as a result thereof, unless the damages are caused by wilful misconduct or gross negligence on the part of NTT. Client shall ensure it makes appropriate back-ups of its necessary data.



7 Indemnity

7.1 Client shall indemnify and hold NTT and its subcontractors and their respective directors, officers, employees, contractors, agents and Clients (each an "Indemnified Person(s)") harmless from and against any or all Claims arising, directly or indirectly, out of: (I) any breach by Client of its obligations hereunder, (II) any negligent, fraudulent, or wilful act or omission by Client in using the Service (III) any use of the Service by any entity or person access Client, (IV) any Client equipment, or (V) the content of the information, the data, software, or other material provided by Client.

8 Limitation of Liability

THE LIMITATIONS AND EXCLUSIONS OF LIABILITY AS SET OUT IN CLAUSE 9.2 OF THE GENERAL TERMS AND CONDITIONS SHALL APPLY.

8.1 Notwithstanding clause 9.2 of the General Terms and Conditions, if NTT fails to provide the Service for a reason solely attributable to NTT and where such Service unavailability continues for a period of twenty-four (24) hours or more from the time when NTT acknowledges such unavailability, NTT shall refund the proportionate amount of the charges paid by the Client for the period such unavailability continues

8.2 In the case of the preceding paragraph, NTT shall calculate the number of days when the Service is totally unavailable by dividing the number of hours from the time when NTT first notices the unavailability to the time when the provision of Service commences again by twenty-four (24) (any fraction shall be rounded down). This refund will be the Client's sole and exclusive remedy for the unavailability of the Service.

9 Client Obligations

9.1 Client shall:

9.1.1 promptly provide NTT with all co-operation, assistance and information as NTT may require from time to time (with NTT acting reasonably) in relation to the provision of the Service and these Specific Terms and Conditions;

9.1.2 promptly follow all of NTT's instructions and directions from time to time in relation to the proper and authorised use of the Service and compliance with these Specific Terms and Conditions; and

9.1.3 not hinder, delay or prevent in any way NTT from providing the Service in accordance with and subject to these Specific Terms and Conditions.

9.2 Client shall meet the following obligations:

9.2.1 Client shall utilize the Service in the operating environment or in compliance with the system requirement that NTT specifies. NTT shall not be liable for any results attributable to events or incidents caused by the use of the Service under conditions not in compliance with the requirements that NTT specifies; and

9.2.2 Client shall not conduct any of the following acts in using the Service:

9.2.2.1 Any act that infringes on or is likely to infringe on intellectual property rights (patent rights, utility models, copyrights, design rights, trademark rights, etc.) of NTT or rights of others;

9.2.2.2 Any act that transmits or uses harmful computer programs, etc., or leaves such harmful computer programs in a state where others can access them or where they can do harm to others;



- 9.2.2.3** Any act that prevents, hinders or obstructs (or in NTT's opinion acting reasonably is likely to prevent, hinder or obstruct) the use or operations of the Service provided by NTT and/or used by others;
 - 9.2.2.4** Any other act deemed by NTT (in NTT's absolute and sole discretion) as interfering with public order or morals or significantly infringing on the rights of others; and/or
 - 9.2.2.5** Any acts or omissions that will or are likely to (in NTT's opinion acting reasonably) give rise to any demands, Claims or actions against NTT or give rise to or lead to any liability, damages or losses (of whatever nature) for NTT.
- 9.2.3** Client represents and warrants that:
- 9.2.3.1** it is duly organized and validly existing and in good standing under the laws of its formation;
 - 9.2.3.2** it has full power and authority to execute, deliver and perform its obligations under any Order Form, and has taken all necessary corporate action required to execute, deliver and perform its obligations under any Order Form, and this constitutes the legal, valid and binding obligations of Client, enforceable in accordance with its terms;
 - 9.2.3.3** the execution, delivery and performance of any Order Form by Client are not prohibited or restricted by any provision or does not violate any agreement or commitment, the organizational documents or any order, decree or judgment of any court, tribunal or governmental authority binding on it.
 - 9.2.3.4** it is not any entity or person having relation to the military, the military industry, any organization established for the purpose of national defence or security including, the police and intelligence office, any entity or person producing arms or which has previously produced or developed weapons of mass destruction such as missiles.
- 9.2.4** The Client will not:
- (a) infringe the copyrights or other rights of NTT or a third party.
 - (b) falsify or delete the data of NTT or a third party accessible through the Service.
 - (c) impersonate a third party to use the Service.
 - (d) intentionally send harmful computer programs.
 - (e) access to NTT's facilities without any authorization and do not engage in any act that may interfere with their use or operation.
 - (f) collect the personal information of a third party without obtaining the consent of the person or by fraudulent means.
 - (g) share-use of IDs that are prohibited to be used by more than one person in Appendix 1.
 - (h) violate the US Foreign Exchange and Foreign Trade Act and related laws and regulations ("Laws and Ordinances"), the U.S. Export Administration Regulations ("EAR") and related laws and regulations, as well as export control laws and regulations of export destinations.
 - (i) use the Service for any purpose other than those set forth in Section 2.
 - (j) directly or indirectly use the data output by this service as learning data for machine learning.
 - (k) engage in acts that are against laws or regulations, this Agreement or public order and morals, acts that interfere with the operation of the Service or any other service, acts that impair the credibility of NTT, or acts that are disadvantageous to NTT or any third party.
 - (l) engage in other acts that may fall under any of the preceding items or similar acts.
- 9.2.5** In the event that NTT Equipment are damaged in violation of the provisions of the preceding paragraph, Client shall pay expenses required for repairs and other works by the date designated by NTT.
- 9.2.6** NTT shall not be liable for any damage incurred by Client or any other parties as a result of Client's breach of its obligations under this clause. However, this shall not apply if such breach of obligations is based on instructions provided by NTT.



- 9.2.7 Client shall be responsible to manage the Authentication Information for the Service issued by NTT to Client and shall not divulge the contents of such Authentication Information to a third party without proper reason. If NTT confirms that the Authentication Information matching those supplied by NTT, it shall be deemed that the Client used the Service.
- 9.2.8 In the event that NTT deems that Client is in violation of the provisions of the preceding paragraph and causes or is likely to cause serious hindrance to NTT's business pertaining to the Service or NTT Equipment, NTT has the right to take necessary measures such as restricting access of Client to the Service. NTT shall not be liable for any damage incurred by the Client as a result of these actions.

10 Data Protection

- 10.1 The Service potentially allows a Client to register its IP address from Japan, and the countries and the territories set forth in Appendix 3, provided that an authorised user has the Internet access and valid Authentication Information, accordingly if personal data (as defined in the EU General Data Protection Regulation 2016/679 ("GDPR")) is accessible this will constitute data processing and maybe prohibited. Client therefore acknowledges and agrees that it will be solely responsible for controlling access to the Service and content therein.
- 10.2 Both Parties shall comply with their respective obligations under GDPR and/or analogous local Data Privacy laws, such as without limitation the Data Protection Act 2018 ("Privacy Laws").
- 10.3 Client shall defend, indemnify and keep indemnified NTT from any losses, liabilities, costs (including reasonable legal costs), charges, expenses, disbursements, actions, proceedings, Claims, demands and damages (including the amount of damages awarded by a court of competent jurisdiction) arising from a failure to comply with such Privacy Laws whilst using the Service.
- 10.4 Client acknowledges that some of the NTT Equipment, and those of its subcontractors, in whole or in part, and the Service may be located in Japan, the United States of America, Singapore, Malaysia and India and such other locations as may be notified to Client from time to time. Client hereby irrevocably consents to the transfer of the name, e-mail address and phone number of Client's contact personnel to and access to these personal data from (i) Japan, the United States, Singapore, Malaysia and India and (ii) any jurisdictions in respect of which NTT has provided notice to Client and has not received written notice of objections thereto within one (1) month of NTT giving notice.

11 Intellectual Property

- 11.1 Without prejudice to the General Terms and Conditions, Client acknowledges and agrees the following sub-clauses:
 - 11.1.1 Unless otherwise stated, any intellectual property rights arising in respect of the Service's design, text, graphics, its selection and arrangement, software and all other material on or in the Service belong to NTT or any third party which designated by NTT.
 - 11.1.2 Copying or use of such intellectual property rights or software is not permitted without the prior approval of NTT.

12 Utilization of Data

- 12.1 For the purposes of NTT Equipment maintenance, such as the restoration of faults in, or interruptions of the Databases, or the maintenance and operation of the Service, or to make improvements to the Service, NTT may use and/or reproduce data stored in the NTT Equipment.



- 12.2** Subject to Clause 12.1 and provided it complies with Clauses 11 (Intellectual Property) of the Specific Terms and Conditions and 10 (Confidentiality) of the General Terms and Conditions, NTT may use such data stored by Client in NTT Equipment after being anonymised. Such data may include: texts, terms, and other text data and audio data entered by the Client, translation, and other text data and audio data generated by the use of Service, and text data and audio data created by the regeneration (including retranslation) thereof.
- 12.3** Subject to Clause 12.1 and provided it complies with Clauses 11 (Intellectual Property) of the Specific Terms and Conditions and 10 (Confidentiality) of the General Terms and Conditions, Mirai Translate, Inc., the subcontractor which is incorporated in Japan whose registered office is at Shibuya Higashiguchi Building 2F, 2-22-3 Shibuya, Shibuya-ku, Tokyo 150-0002, Japan and provides part of the Service, may use such data stored by Client in NTT Equipment after being anonymised for the purpose of (i) the development of the Mirai Translate, Inc.'s own service and (ii) measurement and analysis of the status of use of the Service by Client. Such data may include: texts, terms, and other text data and audio data entered by the Client, translation, and other text data and audio data generated by the use of Service, and text data and audio data created by the regeneration (including retranslation) thereof.
- 12.4** Notwithstanding the provisions of the preceding clause, when NTT is required to disclose information of Client stored in NTT Equipment under laws or regulations, or by a court's or public office's judgment, determination, orders, etc., NTT may disclose the information to such organizations to the minimum extent necessary; provided, however, that in this case, NTT shall notify Client thereof prior to such disclosure (but only if such notification is permitted by law).

13 Deletion of Data

- 13.1** At any point after termination or expiration of the Order Form, NTT may delete all the data stored in the NTT Equipment with no liability to the Client and/or any third party.

14 Use of the Service outside of Japan

- 14.1** NTT agrees that the Client may use the Service, in whole in part, in the countries and regions specified in Exhibit 1 to the extent that the Client complies with the following conditions:
- (a) Client acknowledges that the NTT Equipment is located in Japan;
 - (b) Client is not a person or company to whom/which exporting and/or providing technology (specific information necessary for development, production or use of goods) are/is prohibited under the regulations and laws of Japan, nor a person or company listed in the "Foreign End User List" issued by the Ministry of Economy, Trade and Industry of Japan or in the "Denied Persons List" issued by the regulations and laws of the United States of America, or equivalent EU, US or UN Sanctions (hereinafter referred to as a "Person or Company Prohibited from Transacting Business");
 - (c) Client does not allow any enterprise or resident of a country under an embargo or trade sanctions that is specified by the Japanese government, or the Person or Company Prohibited from Transacting Business to use Service or the Client's Service provided through the use of Service; and
 - (d) Client does not utilize the Service to develop, manufacture or use weapons of mass destruction or conventional weapons, including nuclear weapons, defined in export-related laws of Japan;
- 14.2** In the course of the use of Service, Client shall comply with the laws of the countries or regions where they use the Service and guidance from the governments of such countries or regions. NTT shall not take any responsibility for the legal liability of Client or End User related to the use



of Service. In addition, NTT shall not assume any responsibility for the event where Service cannot be used or the event where considerable delay in processing occurs in countries and regions outside of Japan, unless such event is caused by a reason solely attributable to NTT.



Appendix 1 Schedule of Fees

General

1 Minimum Contract Term

- 1.1 For Basic Plan, the Minimum Contract Term shall be from the month which includes the Service Start Date to the first day of the month in which eleven (11) calendar months have elapsed therefrom; provided, however, such Minimum Contract Term shall not be applied to the “Trial (10 IDs)” menu. The contract term shall extend on a monthly basis after the month to which the expiration date of the Minimum Contract Term belongs, unless the Client notifies NTT of its intention to change or terminate its use of the Service at least twenty one (21) days prior to the expiration date thereof. Client may request to change the number of IDs within the same menu during the Minimum Contract Term.
- 1.2 For Business Plan and Enterprise Plan, the Minimum Contract Term shall be from the month which includes the Service Start Date to the first day of the month in which eleven (11) calendar months have elapsed therefrom. The contract term of One-Year-Contract shall extend on a monthly basis after the month to which the expiration date of the Minimum Contract Term belongs, unless the Client notifies NTT of its intention to change or terminate its use of the Service at least twenty one (21) days prior to the expiration date thereof. In the case of Three-Year-Contract, the Minimum Contract Term shall be from the month which includes the Service Start Date to the first day of the month in which thirty-five (35) months have elapsed therefrom. The Minimum Contract Term for Three-Year-Contract shall renew on the first calendar month after the month to which the expiration date of the Minimum Contract Term belongs, unless the Client notifies NTT of its intention to change or terminate its use of the Service at least twenty one (21) days prior to the expiration date thereof. Client shall not change either the Plan or the contract term (One-Year-Contract or Three-Year Contract) and/or terminate the Order Form within the Minimum Contract Term or within any further renewal contract term.

Schedule of Fees Table 1

1 Fees

1.1 Basic Plan

- 1.1.1 Basic Plan is provided subject to the table below. The IDs will be provided per user, an individual, and shall not be shared by multiple persons.
- 1.1.2 Except for Trial (10 IDs), the number of IDs may be provided in combination with one another.
- 1.1.3 Client may change the number of IDs in the same menu during the Minimum Contract Term, such Minimum Contract Term will not be changed.
- 1.1.4 Trial (10 IDs) is provided only once per corporation, unless otherwise approved by NTT.
- 1.1.5 In case Client wishes to change any Order Form(s) from Basic Plan to Business Plan, Client may transfer the account information, settings of the user dictionary, translation memory and other information of the current Order Form of a particular End User.
- 1.1.6 When Client wishes to change any Trial (10 IDs) menu to another menu by the end of the trial period, Client may transfer the account information, settings of the user dictionary, translation memory and other information of the current Order Form of a particular End User.



- 1.1.7** Each 5 IDs (over 100 IDs) is provided only when the total number of ID is more than 100 IDs. If the number of the IDs decreased to 100 IDs or less due to cancelation or change of plan, the number of IDs for 100 IDs or less shall apply.
- 1.1.8** Each Multilingual options or Contracts and Legal model options shall be applied together with the Basic menu. The Multilingual Option and Contracts and Legal Model Option are available within the number of user IDs selected from the Basic menu.
- 1.1.9** The minimum term for the Multilingual Option and Contracts and Legal Model Option shall be from the day the Client starts to use the option to the first day of the following month of the day which the Client starts to use it.

Menu	The number of vGPUs	Unit	Price (GBP)	Price (EUR)	Price (USD)	Price (AED)
Basic	10 IDs	Per month	£820	€ 880	\$960	AED 3,520
	15 IDs	Per month	£1,040	€ 1,130	\$1,230	AED 4,490
	30 IDs	Per month	£1,950	€ 2,110	\$2,310	AED 8,440
	100 IDs	Per month	£5,680	€ 6,160	\$6,720	AED 24,610
	Each 5 IDs (over 100IDs)	Per month	£270	€ 290	\$320	AED 1,150
Multilingual Options	10IDs	Per month	£380	€ 410	\$450	AED 1,640
	15IDs	Per month	£480	€ 520	\$570	AED 2,080
	30IDs	Per month	£910	€ 980	\$1,070	AED 3,920
	100IDs	Per month	£2,640	€ 2,860	\$3,120	AED 11,420
	Each 5 IDs (over 100 IDs)	Per month	£140	€ 150	\$160	AED 580
Contracts and Legal model options	10IDs	Per month	£160	€ 170	\$180	AED 660
	15IDs	Per month	£200	€ 210	\$230	AED 840
	30IDs	Per month	£370	€ 400	\$430	AED 1,570
	100IDs	Per month	£1,060	€ 1,150	\$1,250	AED 4,570
	Each 5 IDs (over 100IDs)	Per month	£60	€ 60	\$70	AED 230
Trial	10	For a month	Free	Free	Free	Free

1.2 Business Plan

- 1.2.1** Business Plan is provided subject to the table below. The Client may select either One-Year-Contract or Three-Year-Contract and choose the number of vGPUs.



- 1.2.2 The Client may transfer its account information, the setting of the user dictionary, translation memory and other information in the event that the Client change the Plan from the Basic Plan the Business Plan. In the event that the Client change the Plan from the Business Plan to Basic Plan, such information shall not be transferred.
- 1.2.3 Client may increase the number of vGPUs in the same menu during the Minimum Contract Term, such Minimum Contract Term will not be changed.
- 1.2.4 The Client shall not reduce the number of vGPUs within the Minimum Contract Term.
- 1.2.5 Each Multilingual option and the Contracts and Legal Model Option shall be applied with the Basic menu.
- 1.2.6 The minimum term for Multilingual Option and Contract and Legal Model Option shall conform to the Minimum Contract Term of the original Order Form.

Menu	The number of vGPUs	Unit	One-Year-Contract			
			Price (GBP)	Price (EUR)	Price (USD)	Price (AED)
Basic	2 vGPUs	per month	£15,580	€ 16,870	\$18,410	AED 67,480
	4 vGPUs	per month	£28,370	€ 30,730	\$33,520	AED 122,910
	6 vGPUs	per month	£41,160	€ 44,590	\$48,640	AED 178,340
	8 vGPUs	per month	£52,840	€ 57,240	\$62,440	AED 228,950
	10 vGPUs	per month	£64,520	€ 69,890	\$76,250	AED 279,550
	12 vGPUs	per month	£75,080	€ 81,340	\$88,730	AED 325,340
	Every 2 vGPUs (over 12 vGPUs)	per month	£10,570	€ 11,450	\$12,490	AED 45,790
Option	Multilingual option	per month	£12,800	€ 13,860	\$15,120	AED 55,430
	Contracts and Legal model option	per month	£12,800	€ 13,860	\$15,120	AED 55,430
	IP address large capacity option (11-200)	per month	£700	€ 760	\$830	AED 3,020
	IP address large capacity option(201-400)	per month	£1,120	€ 1,210	\$1,320	AED 4,820
	VPN Connection Option	per month	£3,340	€ 3,620	\$3,950	AED 14,460
Menu	The number of vGPUs	Unit	Three-Year-Contract			
			Price (GBP)	Price (EUR)	Price (USD)	Price (AED)
Basic	2 vGPUs	per month	£12,800	€ 13,860	\$15,120	AED 55,430



	4 vGPUs	per month	£22,810	€ 24,710	\$26,950	AED 98,810
	6 vGPUs	per month	£32,820	€ 35,550	\$38,780	AED 142,190
	8 vGPUs	per month	£42,270	€ 45,790	\$49,960	AED 183,160
	10 vGPUs	per month	£51,730	€ 56,040	\$61,130	AED 224,130
	12 vGPUs	per month	£60,620	€ 65,680	\$71,650	AED 262,690
	Every 2 vGPUs (over 12 vGPUs)	per month	£8,900	€ 9,640	\$10,520	AED 38,560
Option	Multilingual option	per month	£10,020	€ 10,850	\$11,840	AED 43,380
	Contracts and Legal model option	per month	£10,020	€ 10,850	\$11,840	AED 43,380
	IP address large capacity option (11-200)	per month	£700	€ 760	\$830	AED 3,020
	IP address large capacity option(201-400)	per month	£1,120	€ 1,210	\$1,320	AED 4,820
	VPN Connection Option	per month	£3,340	€ 3,620	\$3,950	AED 14,460

1.3 Enterprise Plan

1.3.1 Enterprise Plan is provided subject to the table below. The Client may select either One-Year-Contract or Three-Year-Contract and choose the number of vGPUs.

1.3.2 The Client may not transfer its account information, the setting of the user dictionary, translation memory and other information in the event that the Client change the Plan from the Basic Plan the Business Plan.

1.3.3 Client may increase the number of vGPUs in the same menu during the Minimum Contract Term, such Minimum Contract Term will not be changed.

1.3.4 The Client shall not reduce the number of vGPUs within the Minimum Contract Term.

1.3.5 Each Multilingual Option and Legal Model Option shall be applied with the Basic menu.

1.3.6 The minimum term for Multilingual Option and Contract and Legal Model Option shall conform to the Minimum Contract Term of the original Order Form.

Menu	The number of vGPUs	Unit	Price	
			One-Year-Contract	Three-Year-Contract
Basic	2 vGPUs	per month	Provided separately	
	4 vGPUs	per month		
	6 vGPUs	per month		
	8 vGPUs	per month		
	10 vGPUs	per month		



	12 vGPUs	per month	
	Every 2 vGPUs (over 12 vGPUs)	per month	
Option	Multilingual Option	per month	
	Contracts and Legal Model Option	per month	
	IP Address Large Capacity Option (201-400)	per month	

2 VPN Connection Option

- 2.1** The Client shall contract or apply for Arcstar Universal One as representative contractor separately.
- 2.2** The minimum term of the VPN Connection Option shall be from the day the Client starts to use the option to the first day of the next month of the day. VPN Connection Option may not be applied in case the term of Business Plan or Enterprise Plan expires within the Minimum Contract Term of this VPN Connection Option.
- 2.3** VPN Connection Option is not available with Type 2 IP address authentication.

Menu	Unit	Price
VPN Connection Option	Per month	Provided separately

3 Type of IP Authentication

- 3.1** Type of IP address authentication is provided for End User in every Plan.

Type	Unit	Price
Type 1 with IP address authentication	per month	Free
Type 2 with no IP address authentication	per month	Free
Remarks - "Type of IP address authentication" is included in the Basic Plan. - Client is not permitted to change the Type of IP address authentication during the Minimum Contract Term. If Client wants to change the Type of IP address authentication, Client must terminate the existing Order Form and sign a new one. For the avoidance of doubt, if Client terminates the Order Form within the Minimum Contract Term, the terms of paragraph 4 of these Specific Terms and Conditions shall apply.		

4 Changes of Setting



- 4.1 The items listed in 2-1 Fees of Changes and Other Applications are not provided for the Basic Plan (Trial (10 IDs)).
- 4.2 "Change of manager" means the change of End User manager who is designated in the Order Form.
- 4.3 "Change or addition of IP address (including external IP)" means the change of End User's global IP address allowed to access the Service; provided, however, the maximum number of IP addresses which may be registered is three (3) ranges.
- 4.4 "Change connection for VPN Connection Option" means to add a new VPN connection for Business Plan or Enterprise Plan, or to change from VPN connection to the Internet connection.
- 4.5 "Change IP address of VPN Connection Option" means the change of IP address which is allocated to the facility for VPN connection. The access URL is necessary when changing such IP address.
- 4.6 "Other Change setting" means the number of vGPUs and assignment of translation process to vGPUs, or addition/deletion of Multilingual option / Contracts and Legal model option for Business Plan or Enterprise Plan. Please note that Client may not reduce the number of vGPUs within Minimum Contract Term.
- 4.7 "Change of file storage term" means the procedure to change the term to store the translated files. Client may select the term from one (1) day to thirty (30) days on a day-to-day basis.

Item	Unit	Plan	Price (GBP)	Price (EUR)	Price (USD)	Price (AED)
Change of Administrator	Per application	All	£680	€ 740	\$810	AED 2,940
Change or addition of IP address (including external IP)	Per application	All	£680	€ 740	\$810	AED 2,940
Change connection of VPN Connection Option	Per application	Business Plan Enterprise Plan	£560	€ 600	\$660	AED 2,390
Change IP address of VPN Connection Option	Per application	Business Plan Enterprise Plan	£1,230	€1,330	\$1,450	AED 5,300
Other setting change	Per application	Business Plan Enterprise Plan	£1,650	€1,790	\$1,950	AED 7,130
Change of file storage term	Per application	Business Plan Enterprise Plan	£680	€ 740	\$810	AED 2,940



Appendix 2 the Information Laws Outside of Japan

1 General

- 1.1 NTT shall handle any personal data acquired in providing the Service and any data transmitted to the Service by Client or any End User in accordance with these terms and privacy policies separately stipulated by NTT. However, if use of the Service by Client or End User is subject to information laws and regulations outside of Japan, the provisions stipulated in this Appendix shall apply.
- 1.2 When using the Service, Client and End User shall comply with the laws and regulations of the country and the territory where the Service is used, and only transmit the data which is legal to be transmitted to the Service.

2 Personal data in the European Economic Area

- 2.1 In providing the Service, the handling of the personal data acquired by NTT concerning Client and End User is subject to NTT's privacy Policy and the governing laws where NTT provides the Service.
- 2.2 If the Client and/or any End User send/s data containing personal information of the European Economic Area (hereinafter referred to as "EEA Personal Data") to NTT, and NTT processes or reprocesses the EEA Personal Data, EEA Personal Data General Data Protection Rule Conditions set forth in Appendix 4 shall apply.



Appendix 3

Countries and territories outside of Japan where NTT approves to use the Service

No.	Area	Country/Region
1	Asia	Republic of India
2		Republic of Indonesia
3		Republic of Uzbekistan
4		Republic of Kazakhstan
5		Republic of Korea
6		Kingdom of Cambodia
7		Kyrgyz Republic
8		Republic of Singapore
9		Democratic Socialist Republic of Sri Lanka
10		Kingdom of Thailand
11		Republic of China (Taiwan)
12		Republic of Tajikistan
13		People's Republic of China
14		Hong Kong Special Administrative Region
15		Macau Special Administrative Region
16		Turkmenistan
17		Republic of Turkey
18		Federal Democratic Republic of Nepal
19		People's Republic of Bangladesh
20		Democratic Republic of Timor-Leste (East Timor)
21		Republic of the Philippines
22		Kingdom of Bhutan
23		Negara Brunei Darussalam
24		Socialist Republic of Viet Nam
25		Malaysia
26		Republic of the Union of Myanmar
27		Republic of Maldives
28		Mongolia
29		Lao People's Democratic Republic
30	North America	United States of America



31		Canada
32	Central America	Antigua and Barbuda
33		Republic of El Salvador
34		Republic of Cuba
35		Republic of Guatemala
36		Grenada
37		Republic of Costa Rica
38		Jamaica
39		Saint Christopher and Nevis
40		Saint Vincent and the Grenadines
41		Saint Lucia
42		Dominican Republic
43		Commonwealth of Dominica
44		Republic of Trinidad and Tobago
45		Republic of Nicaragua
46		Republic of Haiti
47		Republic of Panama
48		Commonwealth of The Bahamas
49		Barbados
50		Belize
51		Republic of Honduras
52		United Mexican States
53	South America	Argentine Republic
54		Oriental Republic of Uruguay
55		Republic of Ecuador
56		Republic of Guyana
57		Republic of Colombia
58		Republic of Suriname
59		Republic of Chile
60		Republic of Paraguay
61		Federative Republic of Brazil
62		Bolivarian Republic of Venezuela
63		Republic of Peru
64		Plurinational State of Bolivia



65	Europe	Republic of Iceland
66		Republic of Ireland
67		Azerbaijan Republic
68		Republic of Albania
69		Republic of Armenia
70		Principality of Andorra
71		United Kingdom of Great Britain and Northern Ireland
72		Republic of Italy
73		Ukraine
74		Republic of Estonia
75		Republic of Austria
76		Kingdom of the Netherlands
77		Republic of Cyprus
78		Hellenic Republic
79		Republic of Croatia
80		Republic of Kosovo
81		Republic of San Marino
82		Gibraltar
83		Georgia
84		Swiss Confederation
85		Kingdom of Sweden
86		Kingdom of Spain
87		Slovak Republic
88		Republic of Slovenia
89		Republic of Serbia
90		The Czech Republic
91		Kingdom of Denmark
92		Federal Republic of Germany
93		Kingdom of Norway
94		State of the City of Vatican
95		Hungary
96		Republic of Finland
97		French Republic
98		Republic of Bulgaria



99		Republic of Belarus
100		Kingdom of Belgium
101		Republic of Poland
102		Bosnia and Herzegovina
103		Portuguese Republic
104		The Former Yugoslav Republic of Macedonia
105		Republic of Malta
106		Principality of Monaco
107		Republic of Moldova
108		Montenegro
109		Republic of Latvia
110		Republic of Lithuania
111		Principality of Liechtenstein
112		Rumania
113		Grand Duchy of Luxembourg
114	Russia	Russian Federation
115	Middle East	United Arab Emirates
116		Republic of Yemen
117		Sultanate of Oman
118		State of Qatar
119		State of Kuwait
120		Kingdom of Saudi Arabia
121		Kingdom of Bahrain
122		Hashemite Kingdom of Jordan
123	Oceania	Commonwealth of Australia
124		Republic of Kiribati
125		Cook Islands
126		Independent State of Samoa
127		Solomon Islands
128		Tuvalu
129		Kingdom of Tonga
130		Republic of Nauru
131		Niue
132		New Zealand

133		Republic of Vanuatu
134		Independent State of Papua New Guinea
135		Republic of Palau
136		Republic of Fiji
137		Republic of the Marshall Islands
138		Federated States of Micronesia
139	Africa	Democratic People's Republic of Algeria
140		Republic of Angola
141		Republic of Uganda
142		Kingdom of Eswatini
143		Federal Democratic Republic of Ethiopia
144		State of Eritrea
145		Republic of Ghana
146		Republic of Cape Verde
147		Gabonese Republic
148		Republic of Cameroon
149		Republic of The Gambia
150		Republic of Guinea
151		Republic of Guinea-Bissau
152		Republic of Kenya
153		Republic of Côte d'Ivoire (Ivory Coast)
154		Union of Comoros
155		Republic of the Congo
156		Democratic Republic of the Congo
157		Democratic Republic of Sao Tome and Principe
158		Republic of Zambia
159		Republic of Sierra Leone
160		Republic of Djibouti
161		Republic of Zimbabwe
162		Republic of Sudan
163		Republic of Seychelles
164		Republic of Equatorial Guinea
165		Republic of Senegal
166		Federal Republic of Somalia



167	United Republic of Tanzania
168	Republic of Chad
169	Central African Republic
170	Republic of Tunisia
171	Togolese Republic
172	Federal Republic of Nigeria
173	Republic of Namibia
174	Republic of Niger
175	Republic of Burkina Faso
176	Republic of Burundi
177	Republic of Benin
178	Republic of Botswana
179	Republic of Madagascar
180	Republic of Malawi
181	Republic of Mali
182	Republic of South Africa
183	Republic of South Sudan
184	Republic of Mauritius
185	Islamic Republic of Mauritania
186	Republic of Mozambique
187	Kingdom of Morocco
188	State of Libya
189	Republic of Liberia
190	Republic of Rwanda
191	Kingdom of Lesotho



Appendix 4 EEA Personal Data General Data Protection Rule Conditions

To the extent that Client is a Controller, or acts as a Processor on behalf of an third party that is a Controller, and the Client is subject to the GDPR, the following EEA Country-specific Terms apply. These EEA Country-specific Terms will supersede any conflicting terms of the Agreement, the applicable Order Forms, the applicable Specific Terms and Conditions, and/or the applicable Service Description.

PART A. Definitions

In addition to the definitions set out in the Agreement (including its Appendix) and the Specific Terms and Conditions, the following capitalized terms shall have the following meaning for this Appendix:

- **“Contract Party Data”** means professional details relating to Client’s or End Users’ representatives and user accounts, including name, access login and password, email address and phone number of Client’s representatives, which is necessary for NTT for the provision of Service.
- **“Controller-to-Processor Standard Contractual Clauses”** means Standard Contractual Clauses adopted by the EU Commission pursuant to its decision C(2010)593 (as updated or replaced from time to time).
- **“Data Protection Impact Assessments”, “Data Subject”, “Personal Data Breach”, and “Supervisory Authority”** have the meaning set out in the GDPR.
- **“(Data) Controller”** means a person which, alone or jointly with others, determines the purposes and means of the Processing.
- **“Data Protection Legislation”** means any applicable law of the European Union or any of its Member States protecting Personal Data, including, in particular, the GDPR.
- **“EEA”** means the European Economic Area and, for the purpose of this Privacy Addendum, also Switzerland.



- **“GDPR”** means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).
- **“Personal Data”** means any information relating to an identified or identifiable natural person who can be identified directly or indirectly in particular by reference to an identifier, such as name, function and title, contact details (including e-mail address and mailing address).
- **“Privacy Shield”** means the EU-U.S. and/or Swiss-U.S. Privacy Shield Frameworks developed by the U.S. Department of Commerce, the European Commission and Switzerland's Federal Council, including the Privacy Shield Principles and Supplemental Principles.
- **“Process”** or **“Processing”** means any operation or set of operations which is performed upon Personal Data or sets of 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.
- **“(Data) Processor”** means a person which processes Personal Data on behalf of a Controller.
- **“Sub-Processors”** means another processor that NTT engages for the Processing of the Personal Data and which is not under NTT's direct authority.
- **“Transfer Mechanism”** means Privacy Shield, Standard Contractual Clauses, and any other transfer mechanism able to facilitate a transfer of Personal Data to a country that is not considered by the European Commission as ensuring an adequate level of protection of Personal Data.

PART B. Specific terms in relation to Contract Party Data.

This Part B specifies the obligations of the Parties relating to the Processing of Contract Party Data under the Agreement.

1 Role of NTT and purposes of Processing

NTT is a Data Controller in relation to the Processing of Contract Party Data that NTT Processes for the following purposes:

- 1.1 Accounting, bookkeeping and billing purposes;
- 1.2 Claim management, compliance with legal obligations and other purposes set out in the Privacy Policy;
- 1.3 Management and governance of the Client relationship; and
- 1.4 Provision, operation, development and promotion of services.



2 Delegation to Client

Given that NTT does not have any direct contractual relationship with Client's representatives, Client hereby agrees to carry out NTT's obligations under the applicable Data Protection Legislation towards such Client's representatives.

In this respect, Client shall:

- 2.1** Take reasonable steps to ensure that Contract Party Data Client provides to NTT is accurate, complete and current.
- 2.2** Ensure that Client's representatives are properly informed in accordance with applicable Data Protection Legislation that Contract Party Data relating to them may be used, disclosed or otherwise processed by NTT by, amongst other things, providing the Client's representatives with the Privacy Policy.
- 2.3** Develop and implement appropriate procedures for the timely handling of complaints or requests by Client's representatives to exercise their subject access or other rights under the GDPR, and for cooperating with NTT and/or its Affiliates in the event NTT and/or its Affiliates receive such requests directly from any Client's representatives.
- 2.4** At all times, comply with the Privacy Policy and all the applicable requirements of Data Protection Legislation and procure that the Client's representatives comply with the Privacy Policy and all the applicable requirements of Data Protection Legislation.

PART C. Specific terms in relation to Personal Data Processed by NTT on behalf of Client.

This Part C specifies the obligations of the Parties relating to the Processing of Personal Data under the Agreement, it being understood that this Part C only applies where NTT shall act as Data Processor on behalf of Client acting on its own behalf (as Data Controller) or on behalf of its Affiliates, End Users or clients (as Data Processor) under the Agreement.

1 Scope of the Processing

NTT shall comply with Data Protection Legislation when Processing Personal Data under this Agreement. NTT shall Process Personal Data solely on behalf of Client and in the framework of the performance of the Services, including by using NTT Equipment and/or for the provision of helpdesk and maintenance services, as set out in this Agreement and for the Term. Parties acknowledge that NTT has no knowledge as to the content of the Personal Data provided by Client and therefore does not know which categories of Personal Data (if any) and which data subjects (if any) are involved in relation to such Personal Data beyond general categorizations for the purpose of relevant Transfers Mechanisms set out in Section 4 of this Part C.

2 Data protection obligations of NTT

2.1 When acting as Data Processor for Client, NTT shall:

2.1.1 Process or transfer the Personal Data only on documented instructions of Client; and

2.1.2 at the request of Client, provide reasonable assistance to allow Client, to the extent required by Client's own obligations under the Data Protection Legislation, to (i) implement technical



and organizational security measures to ensure the security of the Processing, (ii) when required notify Personal Data Breaches to the Supervisory Authority and communicate them to the Data Subjects to whom the Personal Data relate, (iii) conduct Data Protection Impact Assessments and consult the Supervisory Authority on that basis. Client shall pay NTT for any reasonable costs incurred in providing that assistance.

- 2.2 NTT shall impose on their employees or agents or other persons authorized to access Personal Data confidentiality obligations.
- 2.3 Taking into account the nature of the Processing of Personal Data pursuant to this Agreement, NTT shall assist Client by appropriate technical and organizational measures, insofar as this is possible, in order to respond to requests from individuals exercising their rights under Data Protection Legislation. Client shall pay NTT for any reasonable costs incurred in providing that assistance.

3 Data security obligations of NTT

- 3.1 NTT shall implement appropriate technical and organizational measures to ensure a level of security appropriate to the risks that are presented by the Processing (in particular risks from accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data transmitted, stored or otherwise Processed), and taking into account the costs of the implementation and the nature of the Services, including:
 - 3.1.1 the use of pseudonymisation and encryption of Personal Data, where necessary and appropriate;
 - 3.1.2 measures to ensure the ongoing confidentiality, integrity, availability and resilience of NTT's systems and Services, where necessary and appropriate;
 - 3.1.3 the ability to restore the availability and access to Personal Data in a timely manner in the event of a physical or technical incident, where necessary and appropriate;
 - 3.1.4 a process for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures for ensuring the security of the Processing of Personal Data, where necessary and appropriate; and
 - 3.1.5 any other measures mandatory for NTT pursuant to Data Protection Legislation.
- 3.2 NTT shall notify Client without undue delay after becoming aware of a Security Incident affecting Personal Data.

4 Personal Data transfer outside the European Economic Area

Section 4 and Section 5.3 shall apply only when Personal Data are stored or accessed from outside the EEA.

Without prejudice to Section 5 of this Part C, NTT shall be entitled to transfer the Personal Data to a country located outside of the EEA which has not been recognised by the European Commission as ensuring an adequate level of protection of Personal Data, if that NTT can rely on a Transfer Mechanism. To the extent NTT does not have another Transfer Mechanism in place, such transfer shall be governed by Controller-to-Processor Standard Contractual Clauses with Client (or, in case Client is acting as a Data Processor itself, such other person as Client may reasonably notify to NTT as being the Data Controller in relation the Personal Data, such as an End User) as exporter, as attached in **Attachment 1**. In addition to what is set out in Section 5.3 of this Part C, the Parties shall



make such notifications or request such authorisations as required under Data Protection Legislation and execute such documents and perform such acts as may be required to implement any such appropriate safeguards.

5 Use of Sub-Processors

- 5.1 Client provides, and procures that End User provides, a general authorization to NTT to engage additional Sub-Processors to Process Personal Data. NTT shall keep a list of all Sub-Processors it uses, which shall be attached in **Attachment 2**. NTT shall keep Client informed of any intended addition to those Sub-Processors. Client may within a reasonable period (and no longer than thirty (30) days from the last update to the list) object to the involvement of such new Sub-Processor in the delivery of the relevant Services by providing objective justifiable grounds related to the ability of such Sub-Processor to protect the Personal Data or comply with data protection requirements applicable to Sub-Processor. In the event that the objection is not unreasonable, the Parties will work together in good faith to find a solution to address such objection.
- 5.2 NTT shall ensure that it has a written contract or other legal act binding under EEA law with the Sub-Processors it engages to Process Personal Data. That contract or other legal act must impose no less onerous data protection related obligations on the Processor as set out in this Exhibit 6, Part C. of this Agreement and must in particular provide sufficient guarantees to implement appropriate technical and organizational measures in such a manner that the Processing meets the requirements of Data Protection Legislation applicable to NTT.
- 5.3 To enable NTT to use Processors located outside the European Economic Area in countries which have not been recognised by the European Commission as ensuring an adequate level of protection, including to provide storage, helpdesk, maintenance services and other services in connection with the Services and the Agreement, Client (on its own behalf or on behalf of the Data Controller for whom it may act, such as Affiliates, End Users or clients) hereby grants a mandate to NTT to conclude Controller-to-Processor Standard Contractual Clauses as referred to in Section 4 of this Part C with such sub-Processor, in the name and on behalf of Client (as Data Controller) or on behalf of Client's Affiliates, End Users or clients (as Data Controller) as exporters, as attached in **Attachment 1**.

6 Audit and Information

- 6.1 Client hereby nominates NTT and/or its Affiliates (or a third party auditor that NTT and/or its Affiliates may select) to carry out audits necessary to demonstrate compliance with NTT's obligations under Article 28 of the GDPR. NTT and its Affiliates shall certify (itself or through its third party auditor) in writing to the Client that it has done so. Such audit shall include inspection of the technical and organizational measures set out in Section 3 of this Part C.
- 6.2 Any costs incurred by Client and its Affiliates and NTT in relation to any audit shall be borne solely by Client.
- 6.3 NTT shall maintain a written record (which may be in electronic form) of categories of Processing activities carried out on behalf of Client, containing:
- 6.3.1 the name and contact details of NTT and Client as well as those of their respective data protection officers, if any;
- 6.3.2 where applicable, transfers of Personal Data to a third country, including the identification of that third country; and



6.3.3 a general description of the technical and organizational security measures to ensure the security of the Processing.

7 Liability

- 7.1 Client warrants that it complies with all applicable Data Protection Legislation and that it is authorized itself and/or by its Affiliates or clients to provide the necessary permission and delegations as set out in this Agreement, including the delegation to sign an agreement with any sub-processor as set out in Section 5.3 of this Part C.
- 7.2 NTT undertakes a reasonable efforts' obligation under this Part C. Notwithstanding Section 12 of the Agreement, NTT shall not be liable to Client for any damages which may be suffered or incurred by the Client, except (i) in case of gross negligence or willful default or fraudulent misconduct of NTT in Processing Personal Data, (ii) for breaches of any Data Protection Legislation where it has acted outside or contrary to lawful instructions of Client (in which case the liability limitations of Sections 12 of the Agreement shall apply to the extent permitted by law), and (iii) any other liability to the extent it cannot lawfully be excluded.

Client shall indemnify and hold harmless NTT from and against any and all claims of third parties (including data subjects and Supervisory Authorities) raised against NTT caused by a breach of Client of any of the provisions of this Agreement and/or Data Protection Legislation.



Attachment 1 to Appendix 4
CONTROLLER-TO-PROCESSOR STANDARD CONTRACTUAL CLAUSES

For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection

(between the data exporter as controller and data importer as processor)

each a “party”; together “the parties”,

HAVE AGREED on the following Contractual Clauses (the Clauses) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Annex 1.

Clause 1

Definitions

For the purposes of the Clauses:

- (a) *'personal data', 'special categories of data', 'process/processing', 'controller', 'processor', 'data subject' and 'supervisory authority'* shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data;
- (b) *'the data exporter'* means the controller who transfers the personal data;
- (c) *'the data importer'* means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;
- (d) *'the subprocessor'* means any processor engaged by the data importer or by any other subprocessor of the data importer who agrees to receive from the data importer or from any other subprocessor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;
- (e) *'the applicable data protection law'* means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;
- (f) *'technical and organisational security measures'* means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves



the transmission of data over a network, and against all other unlawful forms of processing.

Clause 2

Details of the transfer

The details of the transfer and in particular the special categories of personal data where applicable are specified in Annex 1 which forms an integral part of the Clauses.

Clause 3

Third-party beneficiary clause

1. The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.
2. The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.
3. The data subject can enforce against the subprocessor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.
4. The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

Clause 4

Obligations of the data exporter

The data exporter agrees and warrants:

- (a) that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;
- (b) that it has instructed and throughout the duration of the personal data processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;

- (c) that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Annex 2 to this contract;
- (d) that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;
- (e) that it will ensure compliance with the security measures;
- (f) that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;
- (g) to forward any notification received from the data importer or any subprocessor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;
- (h) to make available to the data subjects upon request a copy of the Clauses, with the exception of Annex 2, and a summary description of the security measures, as well as a copy of any contract for subprocessing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;
- (i) that, in the event of subprocessing, the processing activity is carried out in accordance with Clause 11 by a subprocessor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and
- (j) that it will ensure compliance with Clause 4(a) to (i).

Clause 5

Obligations of the data importer

The data importer agrees and warrants:

- (a) to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (b) that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

- (c) that it has implemented the technical and organisational security measures specified in Annex 2 before processing the personal data transferred;
- (d) that it will promptly notify the data exporter about:
 - (i) any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation,
 - (ii) any accidental or unauthorised access, and
 - (iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;
- (e) to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;
- (f) at the request of the data exporter to submit its data processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;
- (g) to make available to the data subject upon request a copy of the Clauses, or any existing contract for subprocessing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Annex 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;
- (h) that, in the event of subprocessing, it has previously informed the data exporter and obtained its prior written consent;
- (i) that the processing services by the subprocessor will be carried out in accordance with Clause 11;
- (j) to send promptly a copy of any subprocessor agreement it concludes under the Clauses to the data exporter.

Clause 6

Liability

1. The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or subprocessor is entitled to receive compensation from the data exporter for the damage suffered.
2. If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his subprocessor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal



obligations of the data exporter by contract or by operation of law, in which case the data subject can enforce its rights against such entity.

The data importer may not rely on a breach by a subprocessor of its obligations in order to avoid its own liabilities.

3. If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the subprocessor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the subprocessor agrees that the data subject may issue a claim against the data subprocessor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the subprocessor shall be limited to its own processing operations under the Clauses.

Clause 7

Mediation and jurisdiction

1. The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:
 - (a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;
 - (b) to refer the dispute to the courts in the Member State in which the data exporter is established.
2. The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

Clause 8

Cooperation with supervisory authorities

1. The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.
2. The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any subprocessor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.
3. The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any subprocessor preventing the conduct of an audit of the data importer, or any subprocessor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5 (b).



Clause 9

Governing Law

The Clauses shall be governed by the law of the Member State in which the data exporter is established (namely per the overhead agreement).

Clause 10

Variation of the contract

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clause.

Clause 11

Subprocessing

1. The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the subprocessor which imposes the same obligations on the subprocessor as are imposed on the data importer under the Clauses. Where the subprocessor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the subprocessor's obligations under such agreement.
2. The prior written contract between the data importer and the subprocessor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.
3. The provisions relating to data protection aspects for subprocessing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established (namely as set out in the overhead agreement).
4. The data exporter shall keep a list of subprocessing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5 (j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

Clause 12

Obligation after the termination of personal data processing services

1. The parties agree that on the termination of the provision of data processing services, the data importer and the subprocessor shall, at the choice of the data exporter, return



all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.

2. The data importer and the subprocessor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data processing facilities for an audit of the measures referred to in paragraph 1.



ANNEX 1

Data exporter

The data exporter is Customer or End User. The data exporter stores the data in the Service provided by data importer.

Data importer

The data importer is Provider. Data importer provides data exporter with function to store data when providing the Service.

Data subjects

Employees, including temporary and prospective employees, relatives, guardians and associates of the individual, existing and prospective customers, suppliers, visitors or registrants at offices, web sites and/or events, employees of corporate business associates (e.g., resellers of Provider products and services), advisors, consultants and other professional experts, Customer, End User and other categories as relevant to the Services. Data subject may include individuals who may transfer the personal data to the End Users of the Service provided by data importer.

Categories of data

All the EEA Personal Data that Customer and End User uploads or stores on the AI Translation Platform, which includes Data subject's name, address, email address, phone number, title, organization etc.

Processing operations

Processing operations are limited to the extent necessary to provide the Services.



ANNEX 2

This Annex forms part of the Clauses and must be completed and signed by the parties.

The data importer shall comply with the following:

Data importer shall implement appropriate technical and organizational measures to ensure a level of security appropriate to the risks that are presented by the Processing (in particular risks from accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data transmitted, stored or otherwise Processed), including:

- (a) the use of pseudonymisation and encryption of Personal Data, where necessary and appropriate;
- (b) measures to ensure the ongoing confidentiality, integrity, availability and resilience of data importer's systems and Services, where necessary and appropriate;
- (c) the ability to restore the availability and access to Personal Data in a timely manner in the event of a physical or technical incident, where necessary and appropriate;
- (d) a process for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures for ensuring the security of the Processing of Personal Data, where necessary and appropriate;
- (e) any other measures mandatory for data importer pursuant to applicable data protection laws.



Appendix 4-1 – Individual EEA Member States

Germany - Exceptions to Provider's exclusion of liability under Section 7.2 of Appendix 5 Part C shall also include the following : (i) in case of death, body injury or health damage and (ii) in case of slight negligence of Provider in the performance of the Services to the extent a duty is breached which is material to the achievement of the contractual purpose (so-called cardinal obligations), in which case Provider's liability shall be limited to damages which are typical and foreseeable for this kind of Service.

UK - Exceptions to Provider's exclusion of liability under Section 7.2 of Appendix 5 Part C shall also include the following: (i) death or personal injury resulting from Provider's negligence, and (ii) any liability for fraud or fraudulent misrepresentation.



Attachment 2 to Appendix 4

List of Processors

Processor	Location	Address
Mirai Translate, Inc.	Japan	Shibuya Higashiguchi Building 2F, 2-22-3 Shibuya, Shibuya-ku, Tokyo 150-0002,
NTT Com Engineering Corp	Japan	Seavance N 1-2-1 Shibaura, Minato-ku, Tokyo 105-0023