Data Processing Terms and Conditions

These Data Processing Terms and Conditions ("Data Processing Terms") apply to the Processing of Personal Data by the KYOCERA Document Solutions company ("KYOCERA") located in the country where Customer is established in relation to the services as stipulated in Annex 1 of these Data Processing Terms. A list of the applicable KYOCERA Document Solutions companies is included in Annex 3.

In the event that your company has not commissioned one or more of the Services as stipulated in Annex 1, these Data Processing Terms do not apply to those Services.

These Data Processing Terms serve as the binding contract as meant in Article 28 (3) GDPR and sets out the subject-matter and duration of the Processing, the nature and purpose of the Processing, the type of Personal Data and Categories of Data Subjects and the obligations and rights of the Controller and is supplemented by the terms and conditions stated in the agreement between KYOCERA and Customer applicable to the Services ("Agreement").

Customer is Controller and KYOCERA Processor with respect to the Processing of Personal Data under the Agreement and these Data Processing Terms, or, as the case may be, Customer acts as a Processor for its end-customers and KYOCERA acts as sub-Processor of Customer acting on instruction of Customer vis-à-vis its end-customers.

Article 1   Definitions

The terms that have been identified in these Data Processing Terms by a capital letter have the following meaning (words in the singular include the plural and vice versa), or, if not stated below, have the meaning given to it in the GDPR:

1.1 **"Customer"** means the KYOCERA customer, on its behalf and as required, in the name and on behalf of its affiliated companies, as named in the letter to which these Data Processing Terms are attached.

1.2 **"Data Protection Laws"** means all laws and regulations, including but not limited to the GDPR, that are applicable to the Processing of Personal Data under the Agreement.

1.3 "**GDPR**" means General Data Protection Regulation, the 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, to be directly applicable from the 25th of May 2018 onwards in the member states of the European Union.

1.4 "**KYOCERA Affiliate**" means a legal entity that owns or controls, is owned or controlled by or is under common control or ownership with KYOCERA, where control is defined as the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise.

1.5   "**Services**" means the services to be performed by KYOCERA in accordance with, and as specified in, the Agreement.

1.6   "**Standard Contractual Clauses**" means the contractual clauses set out in **Annex 2,** amended as indicated under Section 14.

1.7   "**Sub-Processor**" means any Processor engaged by KYOCERA.

1.8   "**TOMs**" means the technical and organizational measures required pursuant to Article 32 GDPR.

Article 2   Personal Data Processing

2.1   **Instructions.** KYOCERA shall only Process Personal Data in accordance with Customer's written instructions. Customer shall ensure that all instructions provided by Customer to KYOCERA pursuant to these Data Processing terms and the Agreement will be in accordance with the Data Protection Laws. Customer shall have the sole responsibility for the accuracy, quality, and legality of Personal Data and the means by which Customer acquired Personal Data.

2.2   **Details of Processing. Annex 1** to these Data Processing Terms sets out certain information regarding the Processing of Personal Data as required by article 28(3) of the GDPR (and, possibly, equivalent requirements of other Data Protection Laws).

2.3   **Compliance to Data Protection Laws.** KYOCERA shall comply with all Data Protection Laws in the Processing of Personal Data.

2.4   **Confidentiality.** KYOCERA shall keep the Personal Data strictly confidential and shall not transmit, disseminate or otherwise transfer Personal Data to third parties unless agreed to under Section 3, on written instruction of Customer, for the purpose of the performance of the Agreement or unless required to do so by applicable laws to which KYOCERA is subject. In the latter case, KYOCERA shall inform Customer of that legal requirement before Processing, unless that law prohibits such information on important grounds of public interest, in which case KYOCERA shall inform Customer within 24 hours after KYOCERA knew or should have known of the legal requirement.

Article 3   Sub-Processors

3.1   **Appointment.** Customer acknowledges and agrees that (a) KYOCERA Affiliates may be retained as Sub-processors; and (b) KYOCERA and KYOCERA Affiliates respectively may engage third-party Sub-processors in connection with the provision of Services. A list of Sub-processors is published in the Privacy & Cookie centre on www.kyoceradocumentsolutions.eu and may be amended from time-to-time at KYOCERA's sole discretion, but providing at least two (2) weeks' notice to Customer by publication of the proposed Sub-processor(s) in the Privacy & Cookie centre on www.kyoceradocumentsolutions.eu.

3.2   **Sub-processor obligations.** For the purpose of sub-processing, KYOCERA shall enter into written agreements with its Sub-processors, which agreements shall include as a minimum the same obligations as to which KYOCERA is bound to under these Data Processing Terms, and shall in particular include an obligation of the Sub-processor to implement appropriate TOMs to meet the requirements of applicable Data Protection Laws;

3.3   **Objection right new Sub-processors.** Customer may object to KYOCERA's use of a new Sub-processor by notifying KYOCERA promptly in writing, but in any case within two (2) weeks after

publication of the proposed changes in the Privacy & Cookie Centre on www.kyoceradocumentsolutions.eu. In the event of a reasonable objection, KYOCERA shall work with Customer in good faith to make available a commercially reasonable change in the provision of the Services which avoids the Processing of Personal data by that proposed Sub-processor. If KYOCERA is unable to make available such change within a reasonable period of time, which shall not exceed thirty (30) days, Customer may terminate the Agreement with respect only to those Services which cannot be provided by KYOCERA without the use of the proposed Sub-processor by providing written notice to KYOCERA.

3.4 **Liability.** KYOCERA shall be liable for the acts and omissions of its Sub-processors to the same extent KYOCERA would be liable if performing the services of each Sub-processor directly under the term of these Data Processing Terms.

Article 4   KYOCERA personnel

4.1 **Confidentiality.** KYOCERA ensures that its personnel engaged in the Processing of Personal Data under the Agreement are informed of the confidential nature of the Personal Data and have received appropriate training on their responsibilities. KYOCERA also ensures that it has executed written confidentiality agreements with its personnel engaged in the Processing of Personal Data in regards to the Processing of that Personal Data. KYOCERA ensures that the confidentiality obligations under such written confidentiality agreements survive the termination of the personnel engagement.

4.2 **Reliability.** KYOCERA shall take all reasonable steps to ensure the reliability of the KYOCERA personnel engaged in the Processing of Personal Data.

4.3 **Limitation of access.** KYOCERA ensures that KYOCERA's access to Personal Data is limited to those personnel performing Services in accordance with the Agreement.

4.4 **DPO.** KYOCERA will appoint a DPO, to the extent that the applicable Data Protection Laws require the appointment of a DPO. The KYOCERA DPO can be reached via email as provided in Annex 3.

Article 5   Data security and inspection

5.1 **Security.** KYOCERA shall take all technical and organisational security measures which are reasonably required to ensure a level of security appropriate to the risk, having regard to the state of the art, the costs of implementation, the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons involved. An overview of the technical and organisational security measures is published in the Privacy & Cookie Centre on www.kyoceradocumentsolutions.eu. To maintain an appropriate level of security, KYOCERA may regularly update this overview, without prior notice.

5.2 **Audit.** KYOCERA shall allow Customer to conduct an audit of the technical and organisational security measures utilised by KYOCERA for the Processing of Personal Data (the "**Audit**"). The Audit may be conducted once per calendar year, or any number of times per year in case of reasonable suspicion of breach of the terms of these Data Processing Terms or at the instruction or request of an applicable Supervisory authority, during the regular business hours of KYOCERA. Customer shall give KYOCERA reasonable notice of any Audit to be conducted under this Section 5.2 and shall

make (and ensure that each of its mandated Auditors makes) reasonable endeavours to avoid causing (or, if it cannot avoid, to minimise) any damage, injury or disruption to the KYOCERA's premises, equipment, personnel and business while its personnel are on those premises in the course of the Audit. The purpose of the Audit shall be to verify whether Personal Data is Processed by KYOCERA in accordance with these Data Processing Terms and the Agreement ("**Purpose**"). The Audit will be conducted by an auditor ("**Auditor**"), who is not a competitor of KYOCERA, selected by Customer who, in the reasonable judgment of Customer, is neutral and possesses the technical knowledge and skills required to conduct the Audit. Customer shall ensure that the auditor is held to maintain confidentiality with respect to its findings. Solely for the Purpose of the Audit, KYOCERA shall grant the Auditor access to its premises, relevant employees, systems and documents.

5.3 **Audit costs.** Customer shall pay for all costs, remunerations, fees and expenses in relation to the Audit, except for internal costs made by KYOCERA in relation to the Audit. If the Audit reveals any material non-compliance by KYOCERA, KYOCERA shall reimburse all actual and reasonable costs of Customer in relation to the Audit.

5.4 **Audit results.** Customer shall provide KYOCERA with a copy of the report of the Auditor. In case the report reveals a default by KYOCERA in the performance of its obligations pursuant to this Agreement or a violation of applicable Personal Data Protection Laws, KYOCERA will promptly cure such default and/or take away the violation and provide Customer with confirmation thereof in writing.

Article 6   Data Subject Requests

6.1 **TOMs.** Taking into account the nature of the Processing, KYOCERA shall assist Customer by appropriate TOMs, insofar as this is reasonably possible, for the fulfilment of Customer's obligation to respond to a Data Subject Request under the GDPR or other applicable Data Protection Laws.

6.2 **Data Subject Requests.** KYOCERA shall, to the extent legally permitted, promptly notify Customer if it receives a Data Subject Request. To the extent Customer, in its use of the Services, does not have the ability to address a Data Subject Request, KYOCERA shall upon Customer's request provide reasonable efforts to assist Customer in responding to such Data Subject Request, to the extent KYOCERA is legally permitted to do so and the response to such Data Subject Request is required under the GDPR or other Data Protection Laws. To the extent legally permitted, Customer shall be responsible for any costs arising from KYOCERA's provision of such assistance.

Article 7   Personal Data breach

7.1 **Notification.** To the extent as permitted by law, KYOCERA shall promptly, after it becomes aware, notify Customer of any actual or reasonably suspected Personal Data Breach by KYOCERA or its Sub-Processor(s). The notification shall as a minimum include the information as stipulated in Article 28(3) of the GDPR.

7.2 **Remedy.** To the extent the Personal Data Breach is caused by a violation by KYOCERA or its Sub-processors of the requirements of these Data Processing Terms, the Agreement or applicable Data Protection Laws, KYOCERA shall, taking into account the nature of the Personal Data Breach and the risk of varying likelihood and severity for the rights and freedoms of natural persons involved,

at the instruction of Customer make all efforts to identify and remediate the cause of the Personal Data Breach, to mitigate the risks to the rights and freedoms of natural persons involved and to further assist Customer with any reasonable request in its compliance with Data Protection Laws on Personal Data Breaches.

7.3 **Further assistance.** To the extent that the Personal Data Breach is not caused by a violation by the KYOCERA or its Sub-processors of the requirements of these Data Processing Terms, the Agreement or applicable Data Protection Laws, KYOCERA shall provide all reasonable assistance, taking into account the nature of the Personal Data Breach and the risk of varying likelihood and severity for the rights and freedoms of natural persons involved, to Customer in Customer's handling of the Personal Data Breach. Customer shall be responsible for any costs arising from KYOCERA's provision of such assistance.

Article 8   Data protection impact assessments and prior consultation

KYOCERA shall provide reasonable assistance to Customer with any data protection impact assessments, and prior consultations with Supervisory authorities, which Customer reasonably considers to be required of KYOCERA by Article 35 or 36 of the GDPR or equivalent provisions of any other Data Protection Law, in each case solely in relation to Processing of Personal Data by, and taking into account the nature of the Processing and information available to, KYOCERA.

Article 9   Standard Contractual Clauses

9.1 **Applicability.** Where KYOCERA transfers personal data to sub-Processors located outside the EU and where such transfers are not based on an adequacy decision pursuant to Article 45 GDPR, KYOCERA has ensured the conclusion Standard Contractual Clauses in the form as included in **Annex 2**. The Standard Contractual Clauses with the sub-Processor are concluded for and on behalf of Customer, or as the case may be, Customer's end-customer and Customer, as the case may be, represents and warrants that it has been duly and effectively authorized by the end-customer to represent him. Where the sub-Processor that is subject to Standard Contractual Clauses has engaged other sub-Processors, the sub-Processor as indicated in the Standard Contractual Clauses has concluded standard contractual clauses with such sub-Processors where required. In the event that applicable Data Protection Laws would require that such standard contractual clauses would have to be concluded with the Customer, or as the case may be Customer's end-customer, the sub-Processor indicated in the Standard Contractual Clauses has concluded such Standard Contractual Clauses for and on behalf of Customer, or as the case may be, Customer's end-customer. A copy of the applicable Standard Contractual Clauses may be retrieved using the privacy contact details stated in **Annex 3**.

9.2 **Amendment.** In the event that a change in sub-Processor takes place pursuant to section 3 of these Data Processing Terms, the Standard Contractual Clauses may be updated accordingly at KYOCERA's sole discretion.

9.3 **Conflict.** In the event of any conflict or inconsistency between these Data Processing Terms and the Standard Contractual Clauses in **Annex 2**, the Standard Contractual Clauses shall prevail.

9.4 **Duration.** The Standard Contractual Clauses with the various sub-Processors remain in effect until a positive adequacy decision between the EU and the relevant country pursuant to Article 45(3)

GDPR, after which the concluded Standard Contractual Clauses pursuant to section 9.1 of these Data Processing Terms become null and void.

Article 10   Deletion and return

Deletion and return. At the choice of Customer, KYOCERA shall delete or return the Personal Data to Customer after the provisioning of Services under the Agreement related to the Processing of Personal Data has ended.

Article 11   Liability

Each Party and its Affiliates' liability arising out of or related to these Data Processing Terms (whether in contract, tort or under any other theory of liability), is subject to the liability limitations as agreed in the Agreement.

Article 12   Preference over Agreement

Except as amended by these Data Processing Terms, the Agreement remains in full force and effect. If there is a conflict between the Agreement and these Data Processing Terms, the terms and conditions of these Data Processing Terms shall prevail.

ANNEX 1(a): KYOCERA Fleet Services

This Annex is applicable if your company is using the KFS service, or if your company's end-customer is using the KFS service.

This Annex 1(a) includes certain details of the Processing of Personal Data as required by Article 28(3) GDPR.

Topic	Description
Subject matter and duration of the Processing of Personal Data	The subject matter and duration of the Processing of the Personal Data are set out in the Agreement and these Data Processing Terms.
The nature and purpose of the Processing of Personal Data	Management, monitoring and remote maintenance of (multifunctional) printers ("Device") via KYOCERA Fleet services (KFS) and specifically: - KFS user account management: To identify user and send email for several features, KFS saves user's name, email address of each account. - Device management: To identify device, KFS saves serial numbers, asset number, IP addresses and MAC addresses of registered devices in customer environments. Also KFS manages usage data of each device like page counters, toner usage, and alerts. - Configuration and maintenance of the device, security settings, asset management, general administrative tasks (such as adding and removing Devices); - In individual cases and after the user has specifically accepted this,

	- log files with device data are created and sent to the KFS server and used for the purpose of failure investigation and fixing of the applicable Device; - Making a copy of the Device's address book and/or the transfer of the address book from Device to another Device.
The types of Personal Data to be Processed	- IP-address, or other online identifiers of the Device. - Page counters of the Device; - Log files of the Device; - KFS user account information: Mandatory: user name, email address. Optional: phone number, company name; - Identification data, but only in the event of: - Remote maintenance, as the service engineer has access to the Device during the remote session and may encounter the Device address book or other identification data when accessing the Device. No address book data is stored by KYOCERA; - Making a copy of the Device address book at the request of Customer or Customer's end-customer.
The categories of data subjects to whom the Personal Data relates	- KFS user; - Devices connected to the KFS server; - Persons whose details are stored in the Device.
The obligations and rights of Customer	The obligations and rights of Customer are set out in the Agreement and these Data Processing Terms.

ANNEX 1(b): (Remote) maintenance service

This Annex is applicable if your company is using the (remote) maintenance service, or if your company's end-customer is using the (remote) maintenance service.

This Annex 1(b) includes certain details of the Processing of Personal Data as required by Article 28(3) GDPR.

Topic	Description
Subject matter and duration of the Processing of Personal Data	The subject matter and duration of the Processing of the Personal Data are set out in the Agreement and these Data Processing Terms.
The nature and purpose of the Processing of Personal Data	(Remote) maintenance of KYOCERA hardware and software. In individual cases and after the end-customer's representative has agreed to it, the end-customer representative provides access to KYOCERA to a section of the company network for the purpose of maintenance of the Device.
The types of Personal Data to be Processed	All Personal Data that may be encountered while the KYOCERA service engineer performs (remote) maintenance services on the end-customer's network.

The categories of data subjects to whom the Personal Data relates	All Data Subject categories that the service engineer may encounter while performing remote maintenance services on the end-customer's network, including the end-customer's employees.
The obligations and rights of Customer	The obligations and rights of Customer are set out in the Agreement and these Data Processing Terms.

ANNEX 1(c): License management and activation

This Annex is applicable if your company, or if your company's end-customer is using the license management service within KYOCERA Licensing Portal KSLP, or the activation service within KYOCERA Device Manager, or via our website.

This Annex 1(c) includes certain details of the Processing of Personal Data as required by Article 28(3) GDPR.

Topic	Description
Subject matter and duration of the Processing of Personal Data	The subject matter and duration of the Processing of the Personal Data are set out in the Agreement and these Data Processing Terms.
The nature and purpose of the Processing of Personal Data	Management of KYOCERA licenses and activation of KYOCERA software.
The types of Personal Data to be Processed	End-customer contact person name and contact details, (multifunctional) printer ("Device") serial number
The categories of data subjects to whom the Personal Data relates	End-customer contact persons, Devices making a connection to the KYOCERA License Key Server.
The obligations and rights of Customer	The obligations and rights of Customer are set out in the Agreement and these Data Processing Terms.

ANNEX 2: STANDARD CONTRACTUAL CLAUSES

Standard Contractual Clauses (processors)

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, Customer or Customer's end-customer (as data exporter) and KYOCERA Document Solutions Inc. (as data importer, whose signature appears below), 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 Appendix 1.

Background

The data exporter has entered into a data processing agreement ("DPA") with the data importer. Pursuant to the terms of the DPA, it is contemplated that services provided by the data importer will involve the transfer of personal data to data importer. Data importer is located in a country not ensuring an adequate level of data protection. To ensure compliance with Directive 95/46/EC and applicable data protection law, the controller agrees to the provision of such Services, including the processing of personal data incidental thereto, subject to the data importer's execution of, and compliance with, the terms of these Clauses.

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 Appendix 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 Appendix 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 Appendix 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 Appendix 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 Appendix 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 of 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.

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.

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.

On behalf of the data importer: KYOCERA Document Solutions Inc.
Name (written out in full): Norihiko Ina
Position: President
Address: 2-28, 1-Chome, Tamatsukuri, Chuo-ku, 5408585, Osaka, Japan

Signature……………………………………….

APPENDIX 1 TO THE STANDARD CONTRACTUAL CLAUSES

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

The Member States may complete or specify, according to their national procedures, any additional necessary information to be contained in this Appendix

Data exporter

The data exporter is: Customer or Customer's end customer

Data importer

The data importer is: KYOCERA Document Solutions Inc.

Data subjects

The personal data transferred concern the following categories of data subjects: As stated in Annex 1 of the Data Processing Terms

Categories of data

The personal data transferred concern the following categories of data: As stated in Annex 1 of the Data Processing Terms

Processing operations

The personal data transferred will be subject to the following basic processing activities: As stated in Annex 1 of the Data Processing Terms

Data importer

Full legal name	KYOCERA Document Solutions Inc.
Signature	
Name and title	Norihiko Ina, President
Date signed	

APPENDIX 2 TO THE STANDARD CONTRACTUAL CLAUSES

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

Description of the technical and organisational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c):

In the continuous efforts to achieve excellence in security, KYOCERA Document Solutions Inc. has acquired the ISO/IEC 27001 certification for Information Security Management System. In addition, specifically for the Kyocera Fleet Services KYOCERA Document Solutions Inc. has acquired the ISO/IEC 27017 certification, which certification ensures additional information security controls applicable to the provision of Kyocera Fleet Services.

The data importer has in place the following policies:

KDC Personal Data Protection Policy
KDC Information Security Policy
Various security whitepapers for specific products and solutions

Data importer

Full legal name	KYOCERA Document Solutions Inc.
Signature	
Name and title	Norihiko Ina, President
Date signed	

Annex 3: KYOCERA Document Solutions companies

If KYOCERA Document Solutions is not located in the country where Customer is located, then these Data Processing Terms apply to KYOCERA Document Solutions Europe B.V.

These Data Processing Terms only apply to Customers located in the EMEA region, including Russia.

KYOCERA Document Solutions Europe B.V.
Attn.: Data Protection Officer
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2132 NP Hoofddorp
The Netherlands
e: privacy@deu.kyocera.com

België/Belgique/Belgien	**Ceska Republica**
KYOCERA Document Solutions Belgium N.V.	KYOCERA Document Solutions Czech, s.r.o.
Attn.: Data Protection Officer	Attn.: Data Protection Officer
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1930 Zaventem	Praha 9, 190 00
e: privacy@dbe.kyocera.com	e: privacy@deu.kyocera.com
Danmark	**Deutschland**
KYOCERA Document Solutions Danmark A/S	KYOCERA Document Solutions Deutschland GmbH
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2600 Glostrup	40670 Meerbusch
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España	**Finland**
KYOCERA Document Solutions España SA	KYOCERA Document Solutions Finland oy
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Nederland	**Österreich**
KYOCERA Document Solutions Nederland B.V.	KYOCERA Document Solutions Austria GmbH
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KYOCERA Document Solutions Portugal Lda.	KYOCERA Document Solutions Russia L.L.C.
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