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1 Introduction

- 1.1 Vendor provides [insert types of services and/or goods] ('**Services**') to NTT under [insert name of relevant agreement] agreement ('**Vendor Agreement**').
- 1.2 To the extent Vendor may be required to process personal data on behalf of NTT under the Vendor Agreement, Vendor will do so under the terms set out in this Data Processing Agreement ('**DPA**').

2 Defined terms

- 2.1 '**Additional Safeguards**' means those terms set out in section 6 of **Attachment D**.
- 2.2 '**CCPA**' means the California Consumer Privacy Act of 2018, as amended (Cal. Civ. Code §§ 1798.100 to 1798.199).
- 2.3 '**Client**' means the entity to whom NTT provides services.
- 2.4 '**Client Agreement**' means the agreement between NTT and Client.
- 2.5 '**Data Exporter**' means a party that is transferring Personal Data directly or via onward transfer to a country that triggers additional requirements for the protection of Personal Data being transferred under the applicable Data Protection Laws.
- 2.6 '**Data Importer**' means a party that receives Personal Data directly from a Data Exporter, or via onward transfer, and that is located in a country that triggers additional requirements for the protection of Personal Data being transferred under the applicable Data Protection Laws.
- 2.7 '**Data Protection Laws**' means any law relating to data protection privacy, and security applicable to a party in connection with the processing of personal data under the Vendor Agreement including but not limited to (each as amended or replaced from time to time) (a) EU Data Protection Laws, (b) UK Data Protection Laws, (c) the CCPA, (d) the Swiss Federal Act of 19 June 1992 on Data Protection ('**FADP**'), and (e) any applicable laws worldwide relevant to Vendor, NTT or Clients (where applicable and as recipients of services provided by NTT) relating to data protection.
- 2.8 '**EU**' means the European Union.
- 2.9 '**EU Data Protection Laws**' means the GDPR, any successor thereto, and any other law relating to the data protection or privacy of individuals that applies in the European Economic Area.
- 2.10 '**EU SCCs**' means Sections I, II, III and IV (as applicable) in so far as they relate to Module Two (Controller-to-Processor), Module Three (Processor-to-Processor) and Module Four (Processor-to-Controller), as applicable, within the Standard Contractual Clauses for the transfer of Personal Data to third countries under Regulation (EU) 2016/679 of the European Parliament and the Council approved by EC Commission Decision of 4 June 2021, as set out in **Attachment D**.
- 2.11 '**GDPR**' means the General Data Protection Regulation ((EU) 2016/679).
- 2.12 '**NTT Ltd Group**' means NTT Ltd and its current and future subsidiaries from time to time.
- 2.13 '**Personal Data**' means all personal data provided to Vendor by, or on behalf of, NTT through the use of the Services.
- 2.14 '**Restricted Transfer**' means a transfer of Personal Data from a Data Exporter to a Data Importer.
- 2.15 '**Standard Contractual Clauses**' or '**SCCs**' means any pre-approved standard contractual clauses for the international transfer of personal data under applicable Data Protection Laws, including the EU SCCs, the Swiss Addendum and UK Addendum, as may be updated, supplemented, or replaced from time to time under applicable Data Protection Laws, as a recognized transfer or processing mechanism (as applicable).
- 2.16 '**Swiss Addendum**' means the EU SCCs as amended by **Attachment E**.
- 2.17 '**UK**' means the United Kingdom of Great Britain and Northern Ireland.
- 2.18 '**UK Addendum**' means the template Addendum B.1.0 issued by the Information Commissioner's Office and laid before Parliament under s119A of the Data Protection Act 2018 on 2 February 2022, as it is revised under Section 18 of the Mandatory Clauses of the Addendum. The UK Addendum is set out in **Attachment E**.
- 2.19 '**UK Data Protection Laws**' means all laws relating to data protection, the processing of personal data, privacy and/or electronic communications in force from time to time in the UK, including the UK GDPR and the Data Protection Act 2018.
- 2.20 '**UK GDPR**' means the GDPR as implemented in the UK.

- 2.21 **Lower case terms.** The following lower-case terms used but not defined in this DPA, such as ‘**controller**’, ‘**data subject**’, ‘**personal data**’, ‘**personal data breach**’, ‘**processor**’ and ‘**processing**’ will have the same meaning as set forth in Article 4 of the GDPR, or where not specifically defined under Data Protection Laws, the same meaning as analogous terms in those Data Protection Laws.

3 Legal relationships

- 3.1 NTT and Vendor acknowledge that depending on the circumstances:
- (a) NTT is the controller of Personal Data and Vendor its processor, or
 - (b) Client is the controller of Personal Data, NTT its processor and Vendor NTT’s sub-processor.
- 3.2 This DPA has been drafted on the basis that clause 3.1(a) will apply in most circumstances. Where clause 3.1(b) applies, NTT and Client will have entered into a Client Agreement or data processing agreement under it where Client is responsible for complying with all applicable controller obligations.

4 Applicable law

- 4.1 Vendor may be required to process Personal Data on behalf of NTT under applicable Data Protection Laws.
- 4.2 Unless expressly stated otherwise, in the event of any conflict between (a) the main body of this DPA; and Data Protection Laws, applicable Data Protection Law will prevail.
- 4.3 To the extent Vendor is a processor of Personal Data subject to EU Data Protection Laws and/or UK Data Protection Laws, the mandatory sections required by Article 28(3) of the GDPR (or UK GDPR, as applicable) for contracts between controllers and processors that govern the processing of personal data are set out in clauses 6.1, 7.1, 7.3, 7.4, 7.3,7.4,7.6, 8, 9.1, 9.2, 10 to 13 (inclusive).
- 4.4 If Vendor is processing personal data within the scope of the CCPA, the CCPA Terms in **Attachment F** govern the processing of Personal Data. The CCPA Terms do not limit or reduce any data protection commitments Vendor makes to NTT in the DPA, Vendor Agreement or other agreement between Vendor and NTT. [Delete if not applicable. If you delete, delete **Attachment F** too.]

5 Duration and termination

- 5.1 This DPA will commence on the date it is signed by the party who signs it last and will remain in force so long as the Vendor Agreement remains in effect or Vendor retains any Personal Data related to the Vendor Agreement in its possession or control.
- 5.2 Vendor will process Personal Data until the date of expiration or termination of the Vendor Agreement, unless instructed otherwise by NTT in writing, or until such Personal Data is returned or destroyed on the written instructions of NTT or to the extent that Vendor is required to retain such Personal Data to comply with applicable laws.

6 Personal data types and processing purposes

- 6.1 The details of the processing operations, in particular the categories of Personal Data and the purposes of processing for which the Personal Data is processed on behalf of the controller concerning the Services described in the Vendor Agreement (‘**Business Purposes**’), are specified in **Attachment B**.
- 6.2 NTT remains responsible for its compliance obligations under applicable Data Protection Laws, including providing any required notices, obtaining any required consents, and for the processing instructions it gives to Vendor.

7 Vendor obligations

- 7.1 **NTT instructions.** Vendor warrants that it will only process the Personal Data on NTT’s documented instructions from the categories of persons that NTT authorizes to give Personal Data processing instructions to Vendor, as identified in **Attachment B** (‘**Authorized Persons**’) and to the extent that this is required to fulfil the Business Purposes. Vendor warrants that it will not process the Personal Data for any other purpose or in a way that does not comply with this DPA or applicable Data Protection Laws. Vendor further warrants that it will not process Personal Data or perform its obligations under this DPA in such a way as to cause NTT and/or the NTT Ltd. Group to be in breach of applicable Data Protection Laws. Should Vendor reasonably believe that a specific processing activity beyond the scope of NTT’s instructions is required to comply with a legal obligation to which Vendor is subject, Vendor must inform NTT of that legal obligation and seek explicit authorization from NTT before undertaking such processing. Vendor will not process the Personal Data in a manner inconsistent with NTT’s documented instructions. Vendor will immediately notify NTT if, in its opinion, any instruction from NTT infringes applicable Data Protection Laws.

- 7.2 **Independent controller.** To the extent Vendor uses or otherwise processes Personal Data in connection with Vendor's legitimate business operations, Vendor will be an independent controller for such use and will be responsible for complying with all applicable laws and controller obligations.
- 7.3 **Disclosure.** Vendor warrants that it will not disclose Personal Data except: (a) as NTT directs in writing, (b) as described in this DPA or (c) as required by law. If a public authority contacts Vendor with a demand for Personal Data, Vendor must redirect the public authority to request the Personal Data directly from NTT. If compelled to disclose Personal Data to a public authority, Vendor will promptly notify NTT and provide a copy of the demand and allow NTT to object or challenge the demand, unless the law prohibits such notice. Upon receipt of any other third-party request for Personal Data, Vendor will promptly notify NTT unless prohibited by law. Vendor will reject the request unless required by law to comply. If the request is valid, Vendor will redirect the third party to request the Personal Data directly from NTT.
- 7.4 **Records of processing activities.** Vendor will keep detailed, accurate and up-to-date written records regarding the processing of Personal Data it carries out for NTT including, but not limited to, the access, control and security of the Personal Data, approved sub-processors, the processing purposes, categories of processing, any transfers of Personal Data to a third country and related safeguards, and a general description of the technical and organizational security measures. Vendor will ensure that the records are sufficient to enable NTT to verify Vendor's compliance with its obligations under this DPA and Vendor will provide NTT with copies of the records upon request.
- 7.5 **Collection of Personal Data:** Where the parties agree in writing that Vendor is required to collect Personal Data on behalf of NTT, Vendor will only collect Personal Data for NTT using a notice or method that NTT specifically pre-approves in writing, which contains an approved data privacy notice informing the data subject of NTT's identity, the purpose or purposes for which Personal Data will be processed, and any other information that, having regard to the specific circumstances of the collection and expected processing, is required to enable fair processing. Vendor will not modify or alter the notice in any way without NTT's prior written consent.
- 7.6 **Assistance:** Vendor will provide the following assistance to NTT at Vendor's cost:
- (a) promptly notify NTT of any request it has received from NTT or Client's data subject and redirect the data subject to make the request directly to NTT. The Vendor must not respond to the request itself unless authorized to do so by NTT;
 - (b) promptly comply with any NTT request or instruction from Authorized Persons requiring Vendor to amend, transfer, delete or otherwise process the Personal Data, or to stop, mitigate or remedy any unauthorized processing;
 - (c) assist NTT in fulfilling its obligations to respond to data subjects' requests to exercise their rights, taking into account the nature of the processing. In fulfilling its obligations, Vendor must comply with NTT's instructions;
 - (d) assist NTT in ensuring compliance with the following obligations, considering the nature of the data processing and the information available to the Vendor:
 - (i) the obligation to assess the impact of the envisaged processing operations on the protection of Personal Data where a type of processing is likely to result in a high risk to the rights and freedoms of natural persons;
 - (ii) the obligation to consult the competent data protection authorities before processing where a data protection impact assessment indicates that the processing would result in a high risk in the absence of measures taken to mitigate the risk;
 - (iii) the obligation to ensure that Personal Data is accurate and up to date, by informing NTT without delay if Vendor becomes aware that the Personal Data it is processing is inaccurate or has become outdated; and
 - (iv) obligations regarding notification of a data breach to a data protection authority or data subject under applicable Data Protection Laws.

8 Contracting with sub-processors

- 8.1 **Specific prior authorization.** Vendor may hire any subcontractor ('**sub-processor**') to provide some or all Services and process Personal Data on its behalf but Vendor may only authorize a sub-processor to process the Personal Data if:
- (a) NTT has provided its specific written authorization to do so;
 - (b) Vendor has submitted a notice to NTT requesting specific authorization before the engagement of the sub-processor, together with full details regarding such sub-processor and any other information necessary to enable NTT to decide on the authorisation;
 - (c) NTT is provided with an opportunity to approve or object to the appointment of each sub-processor under clause 8.2 below;

- (d) Vendor enters into a written contract with the sub-processor that imposes in substance the same data protection obligations on them as the ones imposed on the Vendor by this DPA (in particular, about requiring appropriate technical and organizational data security measures), and, upon NTT's written request, provide NTT with copies of such contracts and any subsequent amendments; and
- (e) Vendor remains responsible for all Personal Data it entrusts to the sub-processor.

- 8.2 **Notification.** The notice containing the request for specific authorization of the engagement of a sub-processor will be given to the NTT contact mentioned in **Attachment A**. If NTT does not approve a new sub-processor it must send Vendor a written objection notice within 10 days of receiving the notice, setting forth the objection, where after the parties will make a good-faith effort to resolve NTT's objection. In the absence of a resolution, Vendor will make commercially reasonable efforts to provide NTT with the same level of service described in the Vendor Agreement, without using the sub-processor to process NTT's Personal Data. If Vendor's efforts are not successful within a reasonable time, the matter will be determined under the dispute resolution provisions in the Vendor Agreement.
- 8.3 **Agreed list of sub-processors.** A list of Vendor's sub-processors that Vendor engages for the Services as a processor is set out in **Attachment B** (as applicable). Any changes to the sub-processors will require NTT's specific prior authorization in terms of clause 8.2.
- 8.4 **Performance.** Vendor is responsible for its sub-processors' compliance with Vendor's obligations in this DPA.
- 8.5 **Compatible obligations.** When engaging any sub-processor, Vendor will ensure via a written contract that the sub-processor may only access and use personal data to deliver the services Vendor has retained them to provide and is prohibited from using Personal Data for any other purpose. Vendor will oversee the sub-processors to ensure that these contractual obligations are met.
- 8.6 **Audit.** NTT may request that Vendor audit the sub-processor or confirm that such an audit has occurred or a copy of the audit results where NTT requests them to do so, to ensure Vendor's compliance with its obligations imposed by Vendor in conformity with this DPA.

9 Security

- 9.1 **TOMs.** Vendor will implement appropriate Technical and Organizational Measures ('TOMs') to ensure the security of the Personal Data in terms of applicable Data Protection Laws, including the security measures set out in **Attachment C**. This includes protecting the Personal Data against a breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorized disclosure or access to the Personal Data.
- 9.2 **Access to Personal Data.** Vendor will grant access to the Personal Data undergoing processing to members of its personnel only to the extent strictly necessary for implementing, managing and monitoring the Vendor Agreement. Vendor will ensure that persons authorized to process the Personal Data received have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
- 9.3 **Vendor personnel.** Vendor must ensure that all members of its personnel:(a) are informed of the confidential nature of the Personal Data and are bound by confidentiality obligations and use restrictions in respect of the Personal Data; (b) undertake training on the applicable Data Protection Laws relating to handling Personal Data and how it applies to their particular duties; and (c) are aware both of Vendor's duties and their duties and obligations under applicable Data Protection Laws.
- 9.4 **Security policies.** Vendor will maintain written security policies that are fully implemented and applied to the processing of Personal Data. At a minimum, these policies must include assignment of internal responsibility for information security management, devoting adequate personnel resources to information security, carrying out appropriate background checks on permanent staff who will have access to the Personal Data, requiring employees, vendors and others with access to Personal Data to enter into written confidentiality agreements, and conducting training to make employees and others with access to the Personal Data aware of information security risks presented by the processing.
- 9.5 **Cost negotiations.** The parties will negotiate in good faith the cost, if any, to implement material changes other than those required by specific updated security requirements set forth in applicable Data Protection Laws or by data protection authorities of competent jurisdiction (in which case Vendor will bear the responsibility for such cost).

10 Audits

- 10.1 **Certifications.** Vendor will maintain any certifications that it is contractually obligated to maintain and comply with as expressly stated in the Vendor Agreement, or approved certifications recognized under applicable Data Protection Laws. Vendor will re-certify against those certifications as reasonably required.
- 10.2 **Vendor self-audits.** At least once a year, Vendor will conduct site audits of its personal data processing practices and the information technology and information security controls for all facilities (including physical data centers that it uses to process NTT Personal Data) so that NTT can reasonably verify Vendor's compliance with its obligations under this DPA. The audit must include obtaining a network-level vulnerability assessment. Each audit must be performed by well-recognized, qualified, independent, third-party security auditors based on recognised industry best practices, at Vendor's selection and expense. Each audit will result in the generation of an audit report ('**Vendor Audit Report**'). As required by any Vendor Agreement and if NTT requests it, Vendor will provide NTT with the relevant Vendor Audit Report. NTT must treat the Vendor Audit Reports as Vendor's confidential information under the Vendor Agreement. The Vendor Audit Report will be subject to non-disclosure and distribution limitations of Vendor and the auditor. Vendor will promptly address any issues noted in the Vendor Audit Reports with the development and implementation of a corrective action plan to the satisfaction of the auditor as soon as possible but not longer than one month.
- 10.3 **NTT Audits.** NTT may carry out audits of Vendor's premises and operations as these relate to the Personal Data of NTT if:
- Vendor has not provided sufficient evidence of the measures taken under clause 9; or
 - an audit is formally required by a data protection authority of competent jurisdiction; or
 - applicable Data Protection Laws provide NTT with a direct audit right (and as long as NTT only conducts an audit once in any twelve months, unless mandatory applicable Data Protection Laws require more frequent audits).

Vendor must bear the costs of any NTT audit carried out under clauses 10.3(a) and 10.3(b) as well as where the audit reveals a material breach by Vendor of this DPA.

- 10.4 **NTT audit process.** NTT may choose to carry out the audit itself or mandate an independent third-party auditor (but must not be a competitor of Vendor or not suitably qualified or independent) who must first enter into a confidentiality agreement with Vendor. NTT must provide at least 60 days advance notice of any audit unless mandatory applicable Data Protection Laws or a data protection authority of competent jurisdiction requires shorter notice. Vendor will cooperate with such audits carried out and will grant NTT's auditors reasonable access to any premises and devices involved with the processing of NTT's Personal Data. Beyond such restrictions, the parties will use current certifications or other audit reports to avoid or minimize repetitive audits. NTT must bear the costs of any NTT audit unless the audit is carried out under clauses 10.3(a) and 10.3(b) or the audit reveals a material breach by Vendor of this DPA in which case Vendor will bear the costs of the audit. If the audit determines that Vendor has breached its obligations under the DPA, Vendor will promptly remedy the breach at its own cost.

11 Incident management

- 11.1 **Security Incidents.** If Vendor becomes aware of a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data while processed by Vendor (each a '**Security Incident**'), Vendor will promptly, and in any event within 24 hours:
- notify NTT of the Security Incident;
 - investigate the Security Incident and provide NTT with sufficient information about the Security Incident, including whether the Security Incident involves Personal Data of NTT;
 - take reasonable steps to mitigate the effects and minimize any damage resulting from the Security Incident.
- 11.2 **Security Incident Notification.** Notification(s) of Security Incidents will take place under with clause 11.4. Where the Security Incident involves Personal Data of NTT, Vendor will make reasonable efforts to enable NTT to perform a thorough investigation into the Security Incident, to formulate a correct response, and to take suitable further steps in respect of the Security Incident. Vendor will make reasonable efforts to assist NTT in fulfilling NTT's obligation under applicable Data Protection Laws to notify the relevant data protection authority and data subjects about such Security Incident.
- 11.3 **Other incidents.** Vendor will notify NTT promptly if Vendor becomes aware of:
- a complaint or a request concerning the exercise of a data subject's rights under any applicable Data Protection Laws about Personal Data Vendor processes on behalf of NTT and its data subjects; or
 - an investigation into or seizure of the Personal Data of NTT by government officials, or a specific indication that such an investigation or seizure is imminent; or

- (c) where, in the opinion of Vendor, implementing an instruction received from NTT about the processing of Personal Data would violate applicable laws to which NTT or Vendor are subject.
- 11.4 **Notifications.** Any notifications made to NTT under this clause 11 will be addressed to the NTT contact mentioned in **Attachment A** using one of the contact methods set out in **Attachment A**. The notifications should contain:
- (a) a description of the nature of the Security Incident, including where possible the categories and approximate number of data subjects concerned, and the categories and approximate number of Personal Data records concerned;
 - (b) the name and contact details of Vendor's data protection officer or another contact point where more information can be obtained;
 - (c) a description of the likely consequences of the Security Incident;
 - (d) a description of the measures taken or proposed to be taken by Vendor to address the Security Incident including, where appropriate, measures to mitigate its possible adverse effects.
- 11.5 **Co-operation.** Immediately following any Security Incident, the parties will co-ordinate with each other to investigate the matter. Vendor will reasonably co-operate with NTT in NTT's handling of the matter, including:
- (a) assisting with any investigation;
 - (b) providing NTT with access to any facilities and operations affected;
 - (c) facilitating interviews with Vendor's employees, former employees and others involved in the matter;
 - (d) making available all relevant records, logs, files, data reporting and other materials required to comply with all applicable Data Protection Laws or as otherwise reasonably required by NTT; and
 - (e) taking reasonable and prompt steps to mitigate the effects and minimise any damage resulting from the incident.
- 11.6 **Notifications to third parties.** The Vendor will not inform any third party of the Security Incident without first obtaining NTT's prior written consent, except when required to do so by law. Vendor agrees that NTT has the sole right to determine:
- (a) whether to provide notice of the Security Incident to any data subjects, data protection authorities, law enforcement agencies or others, as required by law or in NTT's discretion, including the contents and delivery method of the notice; and
 - (b) whether to offer any type of remedy to affected data subjects, including the nature and extent of such remedy.
- 11.7 **Other Vendor obligations.** To the extent that the following is not specifically addressed in the Vendor Agreement, Vendor will:
- (a) cover all reasonable expenses associated with the performance of its obligations above unless the matter arose from NTT's specific instructions, negligence, wilful default or breach of this DPA, in which case NTT will cover all reasonable expenses;
 - (b) restore Personal Data at its own expense; and
 - (c) reimburse NTT for actual reasonable expenses that NTT incurs when responding to a Security Incident to the extent that the Vendor caused the Security Incident, including all costs of notice and any remedy.

12 Cross border transfers of Personal Data

- 12.1 **General.** Personal Data that Vendor processes on NTT's behalf may not be transferred to and stored and processed in any country in which Vendor or its sub-processors may operate, except as provided for in this clause 12.
- 12.2 **Restricted Transfers.** Where there is a Restricted Transfer of Personal Data, the Data Exporter and the Data Importer must transfer and process the Personal Data under all applicable Data Protection Laws. In particular:
- (a) **Attachment D** will apply where Personal Data that is subject to EU Data Protection Laws is transferred from a Data Exporter to a Data Importer acting as a Processor;
 - (b) **Attachment E** will apply where Personal Data that is subject to applicable Data Protection Laws in the specific jurisdiction provisions set forth in **Attachment E** is transferred outside the listed jurisdictions.
- 12.3 **Execution of SCCs.** If any cross-border transfer of Personal Data between Vendor and NTT requires the execution of SCCs to comply with the applicable Data Protection Law, the parties' signature to this DPA or the Vendor Agreement will be considered as signature to the SCCs.

- 12.4 **Change of statutory transfer mechanism.** To the extent that Vendor is relying on the EU SCCs or another specific statutory mechanism to normalize international data transfers and those mechanisms are subsequently modified, revoked, or held in a court of competent jurisdiction to be invalid, NTT and Vendor agree to cooperate in good faith to promptly suspend the transfer or to pursue a suitable alternate mechanism that can lawfully support the transfer.

13 Return or destruction of Personal Data

- 13.1 **Delete or return.** Where the Vendor Agreement requires Vendor to retain Personal Data, Vendor will delete that Personal Data within the period agreed to in the Vendor Agreement, unless Vendor is permitted or required by applicable law to retain such Personal Data. Where the retention of Personal Data has not been addressed in the Vendor Agreement, Vendor will at its cost either delete, destroy or return all Personal Data to NTT and destroy or return any existing copies when Vendor has finished providing Services:
- (a) related to the processing;
 - (b) when this DPA terminates;
 - (c) NTT requests Vendor to do so in writing; or
 - (d) Vendor has otherwise fulfilled all purposes agreed in the context of the Services related to the processing activities where NTT does not require Vendor to do any further processing.
- 13.2 **Certificate of destruction.** Vendor will provide NTT with a destruction certificate at NTT's request. Where the deletion or return of the Personal Data is impossible for any reason, or where backups and/or archived copies have been made of the Personal Data, Vendor will retain such Personal Data in compliance with applicable Data Protection Laws.
- 13.3 **Third parties.** On termination of this DPA, Vendor will notify all sub-processors supporting its processing and make sure that they either destroy the Personal Data or return the Personal Data to NTT, at the discretion of NTT.

14 Liability and indemnity

- 14.1 Vendor indemnifies NTT and holds NTT and the NTT Ltd. Group harmless against all claims, actions, third party claims (including by a Client or any data subject), losses, damages and expenses (including penalties and fines assessed against NTT, legal costs or other costs incurred by NTT in connection with investigating, mitigating, remediating and/or complying with notification (or other mandated regulatory) requirements in connection with a Security Incident) that NTT and/or the NTT Ltd. Group incur arising out of a breach of this DPA or applicable Data Protection Laws by Vendor, provided that:
- (a) NTT provides Vendor with a notice of the claim promptly after receiving it;
 - (b) NTT gives Vendor the right to control the defence;
 - (c) NTT provides the indemnifying party with reasonable assistance as necessary; and
 - (d) NTT avoids any admission of liability.
- 14.2 **[OPTION A - only to be used if the Vendor Agreement has appropriate super liability caps for data protection (as approved by the REC)]** Any limitation of liability set forth in the Vendor Agreement **will apply** to this DPA.
- [OPTION B - only to be used if the Vendor Agreement does not have appropriate super liability caps for data protection (as approved by the REC)]** The indemnity provided by Vendor in this clause 14 **will not be limited** by any limitation of Vendor's liability and/or exclusions of the Vendor's liability set forth in the Vendor Agreement.

15 Notice

- 15.1 Any notice or other communication given to a party under or in connection with this DPA must be in writing and delivered to the other party by email.
- 15.2 Clause 15.1 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 15.3 Any notice or other communication will be deemed given when:
- (a) delivered in person;
 - (b) received by mail (postage prepaid, registered or certified mail, return receipt requested); or
 - (c) received by an internationally recognized courier service (proof of delivery received by the noticing party) at the physical notice address (as identified above), with an electronic copy sent to the electronic notice address (as identified in the table above).

16 Miscellaneous

- 16.1 **Conflict of terms.** The Vendor Agreement terms remain in full force and effect except as modified in this DPA. Insofar as Vendor will be processing Personal Data subject to applicable Data Protection Laws on behalf of NTT in the course of the performance of the Vendor Agreement, the terms of this DPA will apply. If the terms of this DPA conflict with the terms of the Vendor Agreement, the terms of this DPA will take precedence over the terms of the Vendor Agreement.
- 16.2 **Governing law.** This DPA is governed by the laws of the country specified in the relevant provisions of the Vendor Agreement and the EU SCCs and UK Addendum are governed by the laws as provided for in the EU SCCs or UK Addendum.
- 16.3 **Dispute resolution.** Any disputes arising from or in connection with this DPA will be brought exclusively before the competent court of the jurisdiction specified in the relevant provisions of the Vendor Agreement.
- 16.4 **Counterparts:** This DPA may be executed in any number of counterparts, each of which will constitute an original, but which will together constitute one agreement. Where one or both of the parties chooses to execute this DPA by electronic signature, each electronic signature will have the same validity and legal effect as the use of a signature affixed by hand and is made to authenticate this DPA and evidence the intention of that party to be bound by this DPA.
- 16.5 **Amendments.** NTT will publish any intended amendments to this DPA on an NTT website or send written notification to the Vendor at least 14 days in advance, allowing the Vendor to object to such amendments. Such objection must be made in writing to the NTT contact mentioned in **Attachment A** within ten days of notification. Vendor's failure to submit a written objection to the intended amendments within ten days of notification, will be deemed acceptance of the amendments to this DPA. **[This clause can be deleted or amended as appropriate as local laws require.]**

Attachment A Contact points

Contact information of the [data protection officer/compliance officer] of NTT:

Contact information: **Physical address; phone; email**

Contact information of the data protection officer of Vendor:

Contact information: **Physical address; phone; email**

Attachment B Particulars of Processing

Categories of data subjects whose personal data is transferred

Vendor acknowledges that, depending on NTT's use of the Services, Vendor may process the Personal Data of any of the following types of data subjects: **[add applicable categories and delete any categories which are not applicable]**

- Employees, contractors, temporary workers, job applicants, agents and representatives of NTT;
- Users (e.g., Clients' end users);
- Legal persons (where applicable).

Categories of personal data transferred

Vendor acknowledges that, depending on NTT's use of the Services, the types of Personal Data processed by Vendor may include, but are not limited to the following: **[add applicable categories and delete any categories which are not applicable]**

- Basic personal data (for example first name, last name, email address, home address and work address);
- National insurance/identification number;
- Bank account information;
- Authentication data (for example username and password);
- Contact information (for example work email and phone number);
- Professional or employment-related information (for example, employer name and job title);
- Educational information (for example, educational background or certifications),
- Unique identification numbers and signatures (for example IP addresses);
- Location data (for example, geo-location network data); and
- Device identification (for example IMEI-number and MAC address).

Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.

Vendor acknowledges that, depending on NTT's use of the Services, Vendor may process sensitive data including: **[add applicable categories and delete any categories which are not applicable]**

- Racial or ethnic origin;
- Political opinions;
- Religious or philosophical beliefs;
- Trade union membership;
- Records of criminal offenses;
- Data concerning the health of a data subject;
- Data concerning the sex life of a data subject;
- Sexual orientation; and
- Biometric information.

Vendor will notify NTT in writing to the extent Vendor needs to collect additional sensitive data beyond those listed above in order to provide the Services. Please see **Attachment C** for applied restrictions.

The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis).

Continuous basis for the duration of the Vendor Agreement.

Nature of the processing

The Personal Data transferred will be subject to the following basic processing activities: **[add applicable activities and delete any categories which are not applicable]**

- Receiving data, including collection, accessing, retrieval, recording, and data entry
- Holding data, including storage, organisation and structuring
- Using data, including analysing, consultation, testing, automated decision making and profiling
- Updating data, including correcting, adaptation, alteration, alignment and combination
- Protecting data, including restricting, encrypting, and security testing

Data Processing Agreement

- Sharing data, including disclosure, dissemination, allowing access or otherwise making available
- Returning data to the data exporter or data subject
- Erasing data, including destruction and deletion.

Purpose(s) of the data transfer and further processing

The purpose of processing personal data is for Vendor to provide the Services to NTT under the existing Vendor Agreement.

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period

See clause 13 of the DPA

Authorized persons: Vendor will only process the personal data on NTT's documented instructions from the following categories of persons that NTT authorizes to give personal data processing instructions to Vendor:

[Insert category of person – their role – where possible]

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing

The following Vendor sub-processors have been authorized by NTT upon signature of this DPA:

Name	Country	Subject matter and nature of the processing	Duration of the processing
[Insert sub-processors' details]			

Attachment C Technical and Organizational Measures

Attachment C describes the Technical and Organizational Measures ('**TOMs**') that Vendor maintains to ensure it processes and protects Personal Data in a responsible way, considering the types of Personal Data that Vendor processes, industry standards, the interests and rights of NTT's employees, clients and communities, and the reasonable cost of implementation in accordance with clause 9 of the DPA.

Vendor maintains and enforces the following minimum TOMs as outlined in **Attachment C**.

(A) Data Privacy and Protection Measures

1 Governance and Operating Model

- 1.1 Vendor is committed to demonstrating accountability when Vendor processes Personal Data and has implemented an organizational structure, and roles and responsibilities for managing and providing oversight over the processing of Personal Data.
- 1.2 Several governance structures have been implemented to ensure that data privacy and protection matters are reviewed by appropriate senior management of the Vendor. Ultimate accountability for data privacy and protection is held by the highest level of management in Vendor and is supported by designated roles throughout the business, including appointed Data Protection Officers or equivalent roles, where required under applicable Data Protection Laws.

2 Policies, processes and Guidelines

- 2.1 Vendor has implemented and communicated its policies, processes, standards and guidelines that detail how Vendor employees are expected to process Personal Data.
- 2.2 Vendor has defined and communicated privacy notices that provide information about how Personal Data is processed.
- 2.3 Vendor has a Data Protection Impact Assessment ('**DPIA**') process and performs DPIAs when required following applicable Data Protection Laws.

3 Data Protection by Design

- 3.1 Vendor is committed to implementing reasonable measures to support NTT's ability to comply with applicable Data Protection Laws. As far as possible, the principles of data protection by design and by default are applied during the development and delivery of Vendor products, services and solutions.

4 Data Landscape

- 4.1 Vendor has implemented processes to identify, record, assess and maintain an accurate understanding of the Personal Data that Vendor processes.
- 4.2 Vendor maintains a record of the Personal Data processed in accordance with applicable Data Protection Laws and this DPA.

5 Information Lifecycle Management

- 5.1 Vendor has implemented policies and processes to ensure that Personal Data is processed appropriately throughout its lifecycle (from collection through to use, retention, disclosure and destruction).
- 5.2 Applicable Data Protection Laws in certain countries provide data subjects with specific rights in relation to their Personal Data. Vendor is committed to upholding these rights and ensuring that Vendor supports NTT in responding to data subject requests in a transparent, fair, ethical and lawful way.
- 5.3 Vendor maintains a record of all data subject requests received and the actions taken to respond to these requests. Vendor will provide support to NTT in responding to data subject requests in accordance with the DPA.
- 5.4 Vendor only retains Personal Data where there is a legitimate business purpose and in accordance with the Vendor agreement and the DPA. Vendor destroys, deletes or de-identifies Personal Data when the retention period lapses and there is no legitimate business reason to retain the Personal Data for a longer period.
- 5.5 Vendor keeps the Personal Data processed on behalf of NTT in accordance with DPA and will destroy, delete, de-identify or return Personal Data when requested, to NTT, and where there are no further obligations to retain the Personal Data under applicable law.
- 5.6 Vendor has measures in place to ensure that Personal Data is accurate, complete and up to date.

5.7 Vendor has appropriate mechanisms in place, as outlined in the DPA to support the lawful transfer Personal Data outside of the country where it was originally collected and have appropriate agreements in place with NTT and Vendor subsidiaries, affiliates, and sub-processors to support cross-border transfers.

6 Data Subject Rights

6.1 Data protection laws in certain countries provide data subjects with specific rights about their personal data. Vendor is committed to upholding these rights and ensuring that Vendor responds to data subject requests in a transparent, fair, ethical and lawful way.

6.2 Vendor has implemented appropriate policies to uphold the data subject rights in accordance with applicable data protection laws.

6.3 Vendor supports the following data subject rights:

- (a) right to be informed;
- (b) right of access;
- (c) right to rectification;
- (d) right to be forgotten;
- (e) right to data portability;
- (f) right to restrict use;
- (g) right to object (including the right to opt-out of direct marketing and the sale of personal data);
- (h) right to challenge automated decisions; and
- (i) right to complain.

6.4 Vendor maintains a record of all data subject requests received and the actions taken to respond to these requests.

6.5 Vendor will provide all reasonable support to NTT in responding to data subject requests, where requested, and in accordance with the Vendor Agreement and the DPA.

6.6 Vendor is committed to ensuring that Vendor respond to all requests from public authorities to access Personal Data in accordance with applicable laws, and the terms of the DPA.

7 Cross-border Transfers

7.1 Vendor relies on appropriate statutory mechanisms to normalize international data transfers and has appropriate agreements in place to support cross-border transfers of Personal Data.

7.2 Where Personal Data is transferred across borders, Vendor performs transfer impact assessments to determine whether the country to which Personal Data is transferred offers the same level of protection to the rights and freedoms of data subjects as the original country. Where gaps are identified, Vendor has implemented supplementary measures to support data subject rights in accordance with its policies and ensure that Personal Data is processed in a transparent, fair and ethical way.

8 Regulatory

8.1 Vendor is committed to keeping abreast of changes to data protection laws in the countries in which Vendor operates and has implemented processes to support compliance.

9 Training and Awareness

9.1 Vendor requires all employees to complete data privacy and protection training periodically. All data privacy and protection policies, processes, standards and guidelines are available to employees and communicated regularly.

10 Security for Privacy

10.1 Taking into account the state of the art, cost of implementation and the nature, scope, context and purpose of processing Personal Data, as well as the risks to the rights and freedoms of data subjects; Vendor has implemented appropriate technical and organizational measures to ensure the confidentiality, integrity, and availability of Personal Data.

11 Breach Response and Notification

11.1 Vendor has policies, processes and procedures for identifying, detecting, responding, recovering and notifying appropriate stakeholders in the event of a Personal Data breach. This includes mechanisms for performing a root cause analysis and undertaking corrective actions.

11.2 Vendor is committed to ensuring that Vendor notifies NTT without undue delay in the event of a Personal Data breach in compliance with applicable Data Protection Laws and the DPA.

- 11.3 Vendor maintains a record of all Personal Data breaches and the actions taken to respond to these events and may provide this on request to NTT.

12 Third Party Management

- 12.1 Vendor is accountable for the actions of its processors (i.e. sub-processors) who process Personal Data on Vendor's behalf and assesses the ability of its processors to protect Personal Data at the time of selection and periodically thereafter in accordance with Vendor policies.
- 12.2 Vendor processors are required to sign appropriate agreements that govern the processing and protection of Personal Data and require the same obligations, as outlined in the DPA, to be transferred to any further processors who Vendor may engage in accordance with the DPA. Vendor has ensured that data processing agreements are in place with all its processors (or sub-processors), that uphold the same standard of care as outlined in the DPA.

(B) Information Security Measures

Vendor is committed to ensuring that information security control is implemented and properly managed to protect the confidentiality, integrity and availability of Personal Data processed on behalf of and under the instruction of NTT.

13 Information Security Roles and Responsibilities

- 13.1 Roles and responsibilities for information security have been formally assigned, with reporting lines that ensure the independence of the function.
- 13.2 Vendor employees are responsible for ensuring that they act in accordance with the information security policies, processes, standards and guidelines in their day-to-day business activities.

14 Information Security Policies

- 14.1 Vendor has documented and published a set of information security policies that are aligned to industry best practices and standards for information security and reviewed periodically. Those policies address the following:
- (a) mobile device management;
 - (b) workplace surveillance;
 - (c) acceptable use;
 - (d) asset management and classification;
 - (e) access controls;
 - (f) encryption and key management;
 - (g) network security;
 - (h) application security;
 - (i) back ups;
 - (j) system security;
 - (k) physical and environmental security;
 - (l) operational security; and
 - (m) system acquisition, development and maintenance.

15 Human Resources

- 15.1 Vendor performs background and employment screening for its employees, to the extent permitted under applicable law, to ensure their suitability for hiring and handling company and NTT information (including Personal Data). The extent of the screening is proportional to the business requirements and classification of information that the employee will have access to.
- 15.2 Vendor requires that Vendor employees (including contractors and temporary employees) agree to maintain the confidentiality of NTT information and Personal Data.
- 15.3 Vendor employees are required to complete information security awareness training on an annual basis. Information security policies and supporting procedures, processes and guidelines are made available to employees and employees receive relevant information about trends, threats and best practices.

16 Third Party Management

- 16.1 Vendor has policies and supporting procedures to ensure that information assets are protected when Vendor engages third party service providers and/or processors (sub-processors). This includes requirements for information security due diligence and information security risk assessments to be performed to ensure:
- (a) Information Security requirements are clearly articulated and documented in the agreements with Vendor processors;
 - (b) Vendor processors implement the same level of protection and control as Vendor;
 - (c) Processors are required to report any suspected or actual information security incidents to Vendor promptly.
- 16.2 Vendor has undertaken reasonable efforts to ensure that appropriate written agreements are in place with processors who have access to Personal Data, NTT information, applications, systems, databases and infrastructure. These agreements include information security standards for ensuring the confidentiality, integrity and availability of Personal Data and NTT information.

17 Information Security Incident Management

- 17.1 Vendor has policies, processes and procedures for identifying, detecting, responding, recovering and notifying appropriate stakeholders in the event of an information security incident, including Personal Data breaches. This includes mechanisms for performing a root cause analysis and undertaking corrective actions.

18 Business Continuity

- 18.1 Vendor has established business continuity and disaster recovery plans.

19 Compliance with Laws

- 19.1 Vendor has established roles and responsibilities for identifying laws and regulations that affect Vendor's business operations.

Attachment D EU Standard Contractual Clauses

1 Definitions

- 1.1 For the purposes of this **Attachment D**, the following definitions will apply:
- (a) **'C-to-P Transfer Clauses'** means Sections I, II, III and IV (as applicable) in so far as they relate to Module Two (Controller-to-Processor) within the Standard Contractual Clauses for the transfer of Personal Data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and the Council approved by EC Commission Decision of 4 June 2021.
 - (b) **'P-to-C Transfer Clauses'** means Sections I, II, III and IV (as applicable) in so far as they relate to Module Four (Processor-to-Controller) within the Standard Contractual Clauses for the transfer of Personal Data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and the Council approved by EC Commission Decision of 4 June 2021.
 - (c) **'P-to-P Transfer Clauses'** means Sections I, II, III and IV (as applicable) in so far as they relate to Module Three (Processor-to-Processor) within the Standard Contractual Clauses for the transfer of Personal Data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and the Council approved by EC Commission Decision of 4 June 2021.

2 All modules

- 2.1 If, in the performance of the Services, Personal Data that is subject to EU Data Protection Laws is transferred from a Data Exporter to a Data Importer, then the parties must comply with the terms of the EU SCCs (as further described in section 3 to 5 below) and the following provisions will apply:
- (a) Clause 7 (docking clause) of the EU SCCs will not apply.
 - (b) The option under Clause 11 (redress) of the EU SCCs will not apply.
 - (c) Any dispute arising from the EU SCCs will be resolved by the courts of **[insert relevant jurisdiction]**.
[Note: The default law for Group contracts is the Netherlands. When choosing it, bear in mind that you need to choose the competent supervisory authority below.]
 - (d) Annex I.A to the EU SCCs (List of the Parties): The activities relevant to the transfer of Personal Data under the EU SCCs relate to the provision/ reception of the Services received/provided by NTT/Vendor (see details on front page) under the Vendor Agreement. **Attachment A** includes the contact person's name, position and contact details. The parties agree that their signature to the Vendor Agreement, to this DPA or to any other binding document which otherwise incorporates the DPA will be considered as signature to the SCCs in accordance with the terms set out therein.
 - (e) The contents of **Attachment B** will form Annex I.B to the EU SCCs (Description of Transfer).
 - (f) The **[insert relevant Supervisory Authority based on the relevant jurisdiction]** will act as the competent supervisory authority for the purposes of Annex I.C of the EU SCCs (Competent Supervisory Authority).

3 C-P Transfer Clauses

- 3.1 Where NTT is the controller and Data Exporter of Personal Data and Vendor is a processor and Data Importer in respect of that Personal Data, then the parties must comply with the terms of the C-to-P Transfer Clauses and the following provisions will also apply:
- (a) Option 1 under Clause 9(a) (specific prior authorization) will apply and '[Specify time period]' will be replaced with '30 (thirty) days';
 - (b) For the purposes of Clause 13(a) (supervision), the Data Exporter will be considered as established in an EU Member State;
 - (c) Option 1 under Clause 17 (governing law) will apply and the governing law will be the law of **[insert relevant jurisdiction]**. **[Note: The default law for Group contracts is the Netherlands.]**
 - (d) The contents of **Attachment C** to this DPA (Technical and Organizational Measures) will form Annex II of the C-P Transfer Clauses (Technical and organisational measures including technical and organisational measures to ensure the security of the data); and
 - (e) The list of sub-processors at **Attachment B** to this DPA will form Annex III of the C-P Transfer Clauses (List of Subprocessors).

4 P-P Transfer Clauses

- 4.1 Where Client is the controller of the Personal Data, NTT is the processor acting on behalf of a Client and Data Exporter and Vendor is a sub-processor and Data Importer of that Personal Data, then the parties will comply with the terms of the P-to-P Transfer Clauses and the following provisions will also apply.

- (a) For the purposes of Clause 8.6(c) and (d) (security of processing), Vendor must provide notification of a personal data breach concerning Personal Data processed by Vendor to NTT (only) and not directly to Client. Where appropriate, NTT will forward the notification to the relevant Client;
- (b) For the purposes of Clause 8.9 (documentation and compliance), all enquiries from Client will be provided to Vendor by NTT. If Vendor receives an enquiry directly from Client, it must forward the enquiry to NTT and will not respond to the enquiry without NTT's consent;
- (c) Option 2 under Clause 9 (general written authorization) will apply and '[Specify time period]' be replaced with '30 (thirty) days'. The parties also agree that Client has delegated the decision making and approval authority for sub-processing to NTT for the purposes of Clause 9 (use of sub-processors). Vendor has NTT's general authorization (on behalf of Client) for the engagement of the sub-processors listed in **Attachment B** to this DPA. Vendor must follow the process set out in clause 8.2 of this DPA to inform NTT (only) and not Client of any intended changes to that list. Where appropriate, NTT will inform Client of any changes;
- (d) For the purposes of Clause 10 (data subject rights), Vendor must notify NTT (only) and not Client about any request it has received directly from a data subject. Where appropriate, NTT will forward the notification to the relevant Client. The authorization to respond to the request must be provided to Vendor by NTT on behalf of Client. Vendor must assist NTT as well as Client in fulfilling the relevant obligations to respond to any such request;
- (e) For the purposes of Clause 11 (redress), Vendor will only inform data subjects through individual notice in its capacity as the Data Importer where required by applicable Data Protection Laws to which the Data Importer is subject. In such case, Vendor must (to the extent permitted by applicable Data Protection Laws) inform NTT of that legal requirement before Vendor provides the individual notice. It must immediately inform NTT if it receives a complaint by a data subject concerning Personal Data and must not respond to such complaint without first informing, and obtaining permission where appropriate, from NTT;
- (f) For the purposes of Clause 13(a) (supervision), the Data Exporter will be considered as established in an EU Member State;
- (g) For the purposes of Clause 15 (obligations of the data importer in case of access by public authorities), Vendor must notify NTT (only) and not the data subject(s) in case of access by public authorities. Where appropriate, NTT will notify Client and/or the affected data subject as necessary. Vendor agrees to provide information on request for access by public authorities to NTT in accordance with section 6 of this Attachment D. In the event Vendor receives a request from the competent data protection authorities for the information it preserves pursuant to Clauses 15.1 (a) to (c) or 15.2(b) under the P-P Transfer Clauses it must inform NTT and involve NTT in responding to the competent data protection authority;
- (h) Option 1 under Clause 17 (governing law) will apply and the governing law will be the law of **[insert relevant jurisdiction]**. **[Note: The default law for Group contracts is the Netherlands.]**; and
- (i) The contents of **Attachment C** to this DPA (Technical and Organizational Measures) will form Annex II of the P-P Transfer Clauses (Technical and organisational measures including technical and organisational measures to ensure the security of the data).

5 P-C Transfer Clauses

- 5.1 Where Vendor is the processor and Data Exporter of Personal Data and NTT is a controller and Data Importer in respect of that Personal Data, then the parties will comply with the terms of the P-to-C Transfer Clauses and the governing law in Clause 17 (governing law) will be the law of **insert relevant jurisdiction**. **[Note: The default law for Group contracts is the Netherlands.]**.

6 Additional Safeguards to the EU SCCs

- 6.1 To the extent that the EU SCCs apply and Vendor is acting as Data Importer, Vendor must comply with the additional safeguards to the EU SCCs set out in this section 6 of this **Attachment D**.
- 6.2 Where in NTT's reasonable opinion transfer impact assessments, or risk assessments, are necessary, the Vendor will upon request promptly provide reasonable assistance and cooperation to NTT (at the Vendor's own cost) about the carrying out of the transfer impact assessments, or risk assessments, in order to enable NTT to normalize the international data transfers.
- 6.3 Vendor warrants that it has no reason to believe that applicable laws to which it is subject, including any requirements to disclose Personal Data or measures authorising access by public authorities, prevent it from fulfilling its obligations under this DPA and Data Protection Laws. Vendor declares that in providing this warranty, it has taken due account in particular of the following elements:

- (a) the specific circumstances of the processing, including the scale and regularity of processing subject to such applicable laws; the transmission channels used; the nature of the relevant Personal Data; any relevant practical experience with prior instances, or the absence of requests for disclosure from public authorities received by it for the type of Personal Data processed by it;
 - (b) the applicable laws to which it is/are subject, including those requiring to disclose data to public authorities or authorizing access by such authorities, as well as the applicable limitations and safeguards; and
 - (c) safeguards in addition to those under this DPA, including the technical and organisational measures applied to the processing of the Personal Data by Vendor and the relevant sub-processor.
- 6.4 Vendor warrants that, in carrying out the assessment under section 6.3 above, it has made its best efforts to provide NTT with relevant information and agrees that it will continue to cooperate with NTT in ensuring compliance with this DPA. Vendor agrees to document this assessment and make it available to NTT on request and it agrees that such assessment may also be made available to a data protection authority.
- 6.5 Vendor agrees to promptly notify NTT if, after having agreed to this DPA and for the duration of the term of this DPA, it has reason to believe that it (or a relevant sub-processor to whom a transfer is made) is or has become subject to applicable laws not in line with the requirements under section 6.3, including following a change of applicable laws to which it (or the relevant sub-processor) is subject or a measure (such as a disclosure request) indicating an application of such applicable laws in practice that is not in line with the requirements under section 6.3. Following such notification, or if NTT otherwise has reason to believe that Vendor can no longer fulfil its obligations under this DPA (including in relation to the relevant sub-processor), Vendor (or a relevant sub-processor to whom a transfer is made) will promptly identify supplementary measures (such as, for instance, technical or organisational measures to ensure security and confidentiality) to be adopted by itself (and/or the relevant sub-processor), at Vendor's cost, to protect the Personal Data against any interference that goes beyond what is necessary in a democratic society to safeguard national security, defence and public security, if appropriate in consultation with the competent data protection authority.
- 6.6 Vendor further warrants that:
- (a) it has not purposefully created any means by which a public authority can bypass Vendor's security mechanisms, authentication procedures and/or software to gain access to and/or use its systems and/or the Personal Data received from NTT, such as a back door or similar programming;
 - (b) it has not purposefully created or changed its business processes, security mechanisms, software and/or authentication procedures in a manner that facilitates access to its systems and/or the Personal Data received from NTT by public authorities; and
 - (c) it is not required by national law or government policy to create or maintain any means to facilitate access to its systems and/or the Personal Data received from NTT by public authorities, such as back door, or for Vendor to be in possession or to hand over the encryption key to access such data.
- 6.7 Any audits, including requests for reports or inspections, carried out by NTT or a qualified independent assessor selected by NTT (the '**Independent Assessor**') of the processing activities will include, at the choice of NTT and/or the Independent Assessor, verification as to whether any Personal Data received by NTT has been disclosed to public authorities and, if so, the conditions under which such disclosure has been made.
- 6.8 Vendor agrees to promptly notify NTT if it (or the relevant sub-processor to whom a transfer is made):
- (a) receives a legally binding request by a public authority under applicable laws to which it (or the relevant sub-processor) is subject for disclosure of Personal Data. Vendor agrees to review (and to procure that the relevant sub-processor to whom the transfer is made will review) the request, having regard to applicable laws to which it (and the relevant sub-processor) is subject, the legality of the request for disclosure, notably whether it remains within the powers granted to the requesting public authority. The notification to NTT will include information about the Personal Data requested, the requesting authority and the legal basis for the request;
 - (b) becomes aware of any direct access by public authorities to Personal Data under applicable laws to which it (or the relevant sub-processor) is subject; such notification will include all information available to Vendor (and the relevant sub-processor).
- 6.9 If Vendor (or the relevant sub-processor to whom the transfer is made) is prohibited by applicable law from notifying NTT as set out in section 6.8, Vendor agrees to exhaust all available remedies to challenge the request if, after a careful assessment, it (or the relevant sub-processor) concludes that there are grounds under applicable laws to which it (or the relevant sub-processor) is subject to do so. When challenging a request, Vendor will (and will procure that the relevant sub-processor will) seek interim measures with a view to suspend the effects of the request until the court has decided on the merits and to communicate as much

information and as soon as possible to NTT. Vendor will not (and will procure that the relevant sub-processor will not) disclose the Personal Data requested until required to do so under the applicable procedural rules. Vendor agrees to document its (and the relevant sub-processor's) legal assessment as well as any challenge to the request for disclosure and, to the extent permissible under applicable laws to which it (or the relevant sub-processor) is subject, make it available to NTT. It will also make it available to the competent data protection authority upon request.

- 6.10 Vendor will promptly inform the requesting public authority if, in Vendor's opinion, such request is inconsistent and/or conflicts with its obligations pursuant to the EU SCCs. Vendor will document any such communication with the public authorities relating to the inconsistency and/or conflict of such request with the EU SCCs.
- 6.11 Vendor will use reasonable endeavours to provide (and to procure that the relevant sub-processor to whom the transfer is made will provide) the minimum amount of information permissible when responding to a request for disclosure, based on a reasonable interpretation of the request.
- 6.12 Vendor will not make any disclosures of the Personal Data received from NTT to any public authority that are determined to be massive, disproportionate and indiscriminate in a manner that it would go beyond what is necessary in a democratic society.
- 6.13 To the extent permissible under the applicable laws to which Vendor (and the relevant sub-processor) is subject, Vendor agrees to provide on an annual basis to NTT, for the duration of the processing, the relevant information on the requests received by it and the relevant sub-processor. Where possible, such information must include the following:
- (a) number and nature of requests;
 - (b) type of data requested;
 - (c) requesting authority or authorities;
 - (d) an overview of the laws and regulations that permit access to the Personal Data in the jurisdiction to which Vendor is subject, to the extent [data importer/Vendor] is reasonably aware of such laws and regulations;
 - (e) whether requests have been challenged and the outcome of such challenges;
 - (f) any measures taken to prevent access by public authorities to the Personal Data received from NTT;
 - (g) the legal basis to disclose the Personal Data received from NTT to the public authority; and
 - (h) whether Vendor reasonably believes that it is legally prohibited to provide the information in (a) to (g) above and, if so, the extent to which such prohibition applies.
- 6.14 Vendor agrees to preserve the information under section 6.13 for the duration of the processing and make it available to the competent data protection authority upon request.
- 6.15 Vendor will comply with internal policies governing the disclosure of Personal Data in response to requests from public authorities.
- 6.16 Vendor will inform (and will procure that the relevant sub-processor to whom the transfer is made will inform) data subjects in a transparent and easily accessible format, on its website, of a contact point authorised to handle complaints or requests and Vendor will (and will procure that the sub-processors will) promptly deal with any complaints about requests from public authorities.

Attachment E Cross-border specific jurisdiction provisions

1 General

- 1.1 In the interest of meeting their obligations under Data Protection Laws, the parties agree that this General section of **Attachment E** will apply where:
- (a) Personal Data is transferred from a Data Exporter to a Data Importer; and
 - (b) the jurisdiction from which the Personal Data originates recognizes the EU SCCs as an adequacy mechanism, or such jurisdiction has not adopted another legally sufficient transfer mechanism under Data Protection Laws or such Restricted Transfer is not otherwise governed by country-specific laws, under this **Attachment E**.
- 1.2 For the purposes of this General section of **Attachment E**, the EU SCCs will be amended as follows:
- (a) the EU SCCs are deemed to be amended to the extent necessary so they operate:
 - (i) for transfers made by the Data Exporter to the Data Importer, to the extent that applicable Data Protection Laws apply to the Data Exporter's processing when making that Restricted Transfer; and
 - (ii) to provide appropriate safeguards for the transfers in accordance with applicable Data Protection Laws.
 - (b) references to 'Regulation (EU) 2016/679' or 'that Regulation' in the EU SCCs must be understood as references to 'applicable Data Protection Laws';
 - (c) references to specific articles of 'Regulation (EU) 2016/679' in the EU SCCs are removed and replaced with the equivalent article or section of applicable Data Protection Laws, where appropriate;
 - (d) references to 'Regulation (EU) 2018/1725' are removed;
 - (e) references to a 'Member State' or 'EU Member States' in the EU SCCs must be understood as references to 'the country where the Data Exporter is established', except for Clause 11(c)(i), where applicable, where reference to 'Member State' will be replaced with 'country'; and
 - (f) the footnotes to the EU SCCs are removed.
- 1.3 For the avoidance of any doubt, the parties do not intend to grant third-party beneficiary rights to data subjects under the EU SCCs when those data subjects would not otherwise benefit from such rights under Data Protection Laws. The higher level of protection provided by the EU SCCs will only apply in jurisdictions outside Europe where such a higher level of protection is required for the protection of Personal Data being transferred under Data Protection Laws.

2 Switzerland

- 2.1 Where a Restricted Transfer of Personal Data from a Data Exporter to a Data Importer is subject to the GDPR and the FADP, the following additional provisions to the EU SCCs will apply for the EU SCCs to be suitable for ensuring an adequate level of protection for such transfer in accordance with Article 6 paragraph 2 letter (a) of FADP:
- (a) '**FDPIC**' means the Swiss Federal Data Protection and Information Commissioner.
 - (b) '**Revised FADP**' means the revised version of the FADP of 25 September 2020, which is scheduled to come into force on 1 January 2023.
 - (c) The term '**EU Member State**' must not be interpreted in such a way as to exclude data subjects in Switzerland from the possibility for pursuing their rights in their place of habitual residence (Switzerland) in accordance with Clause 18(c).
 - (d) The EU SCCs also protect the data of legal entities until the entry into force of the Revised FADP.
 - (e) The FDPIC will act as the 'competent supervisory authority' insofar as the relevant Restricted Transfer is governed by the FADP.
- 2.2 The parties will also comply with the with the additional safeguards to the EU SCCs as set out in section 6 of **Attachment D**.

3 UK

3.1 Where a Restricted Transfer of Personal Data from a Data Exporter to a Data Importer is subject to UK Data Protection Laws, this section 3 of Attachment E will apply. The parties also agree to comply with the additional safeguards to the EU SCCs as set out in section 6 of **Attachment D**.

PART 1 – TABLES

Table 1: Parties and signatures

Start date	DPA effective date	
The Parties	Exporter (who sends the Restricted Transfer)	Importer (who receives the Restricted Transfer)
Parties' details	NTT or Vendor, as applicable. See Attachment B .	NTT or Vendor, as applicable. See Attachment B .
Key Contact	Please see Attachment A .	
Signatures (if required for the purposes of Section 2)	N/A	N/A

Table 2: Selected SCCs, Modules and Selected Clauses

Addendum EU SCCs	The version of the Approved EU SCCs which this Addendum is appended to, detailed in Attachment E, including the Appendix Information.
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Table 3: Appendix Information

'**Appendix Information**' means the information which must be provided for the selected modules as set out in the Appendix of the Approved EU SCCs (other than the parties), and which for this DPA is set out in:

Annex 1A: List of Parties: The contents of Annex I.A of Attachment D
Annex 1B: Description of Transfer: See Attachment B
Annex II: Technical and organisational measures including technical and organisational measures to ensure the security of the data: See Attachment C
Annex III: List of Sub processors (Modules 2 and 3 only): See Attachment B

Table 4: Ending this Addendum when the Approved Addendum Changes

Ending this Addendum when the Approved Addendum changes	Which Parties may end this Addendum as set out in Section 19: <input checked="" type="checkbox"/> Importer <input checked="" type="checkbox"/> Exporter <input type="checkbox"/> neither Party
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PART 2 – MANDATORY CLAUSES

Mandatory Clauses of the Approved Addendum, being the template Addendum B.1.0 issued by the ICO and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 2 February 2022, as it is revised under Section 18 of those Mandatory Clauses.

Attachment F California Consumer Privacy Act Terms

[Delete if not applicable. Please note that this Attachment dealing with the CCPA has not been included in Attachment E because Attachment E deals with Cross-border specific jurisdictions provisions, and Attachment F is not specific to cross-border transfers but deals with the processing of personal data of California residents more generally]

These CCPA terms only apply where Vendor processes personal data of California residents.

1 Definitions

1.1 The following definitions apply:

- (a) **CCPA** means the California Consumer Privacy Act of 2018, as amended (Cal. Civ. Code §§ 1798.100 to 1798.199), and any related regulations or guidance provided by the California Attorney General.
- (b) **Contracted Business Purposes** mean the purposes for processing personal information as set out in **Attachment B**.
- (c) **'Personal Information'** means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household.

1.2 The following lower case terms used but not defined in this **Attachment F**, such as 'aggregate consumer information', 'business purposes', 'commercial purposes', 'consumer', 'de-identify', 'processing', 'pseudonymize', 'sale', and 'verifiable consumer request' will have the same meaning as set forth in §§ 1798.14 of the CCPA.

2 Vendor's CCPA Obligations

2.1 Vendor will only process Personal Information for the Contracted Business Purposes for which NTT provides or permits Personal Information access, including under any 'sale' exemption.

2.2 Vendor will not process, sell, or otherwise make Personal Information available for Vendor's own commercial purposes or in a way that does not comply with the CCPA. If a law requires Vendor to disclose Personal Information for a purpose unrelated to the Contracted Business Purposes, Vendor must first inform NTT of the legal requirement and give NTT an opportunity to object or challenge the requirement, unless the law prohibits such notice.

2.3 Vendor will limit Personal Information processing to activities reasonably necessary and proportionate to achieve the Contracted Business Purposes or another compatible business purpose.

2.4 Vendor must promptly comply with any NTT request or instruction from Authorized Persons requiring Vendor to provide, amend, transfer, or delete the Personal Information, or to stop, mitigate, or remedy any unauthorized processing.

2.5 If the Contracted Business Purposes require the collection of Personal Information from consumers on NTT's behalf, NTT must provide Vendor with a CCPA-compliant notice addressing use and collection methods that NTT specifically pre-approves in writing. Vendor will not modify or alter the notice in any way without NTT's prior written consent.

2.6 If the CCPA permits, Vendor may aggregate, de-identify, or anonymize Personal Information so it no longer meets the Personal Information definition, and may use such aggregated, deidentified, or anonymized data for its own research and development purposes.

3 Assistance with NTT's CCPA Obligations

3.1 Vendor will reasonably cooperate and assist NTT with meeting NTT's CCPA compliance obligations and responding to CCPA-related inquiries, including responding to verifiable consumer requests, taking into account the nature of Vendor's processing and the information available to Vendor.

3.2 Vendor must notify NTT immediately if it receives any complaint, notice, or communication that directly or indirectly relates to either party's compliance with the CCPA. Specifically, Vendor must notify NTT within 5 working days if it receives a verifiable consumer request under the CCPA.

4 Subcontracting

4.1 Vendor may use subcontractors to provide the Contracted Business Purposes. Any subcontractor used must qualify as a service provider under the CCPA and Vendor cannot make any disclosures to the subcontractor that the CCPA would treat as a sale.

4.2 For each subcontractor used, Vendor will give NTT an up-to-date list disclosing:

- (a) The subcontractor's name, address, and contact information.
- (b) The type of services provided by the subcontractor.
- (c) The Personal Information categories disclosed to the subcontractor in the preceding 12 months.

- 4.3 Vendor remains fully liable to NTT for the subcontractor's performance of its agreement obligations. Vendor will audit a subcontractor's compliance with its Personal Information obligations in accordance with our policies on a periodic basis and provide NTT with the audit results on request.

5 CCPA Warranties

- 5.1 Both parties will comply with all applicable requirements of the CCPA when processing Personal Information.
- 5.2 Vendor warrants that it has no reason to believe any CCPA requirements or restrictions prevent it from providing any of the Contracted Business Purposes or otherwise performing under this DPA. Vendor will promptly notify NTT of any changes to the CCPA's requirements that may adversely affect its performance under the DPA.