

MESSAGING SERVICES AGREEMENT

This Messaging Services Agreement (the “Agreement”) dated the {DAY} of {MONTH} {YEAR} (the “Effective Date”), and it is made and entered into between

KDDI AMERICA INC., a New York Corporation whose registered office is situated at 7 Teleport Drive, Staten Island, NY 10311, United States of America, duly represented by {First & Last Name} {Job Title}, hereinafter referred to as “KDDI”,

and

{COMPANY NAME} a company registered in {COUNTRY} and whose registered office is situated in {PHYSICAL ADDRESS} and duly represented by {CLIENT FIRST AND LAST NAME} {CLIENT JOB TITLE} hereinafter referred to as “CLIENT”, and together with KDDI, the “Parties”,

(A) KDDI runs the business of international voice, email and messaging services,

(B) CLIENT intends to avail such services from KDDI.

Now therefore, the Parties hereby agree as follows:

1 Definitions

In this Agreement, unless the context otherwise requires, the following definitions shall apply:

“**Affiliate**” means an entity that a party, directly or indirectly, controls, an entity that controls a party or an entity that is under common control with a party. For purposes of this provision, control means ownership of at least fifty percent (50%) of the outstanding voting shares of the entity;

“**Agreement**” means this Messaging Services Agreement, the Addenda and Schedules set forth in this Messaging Service Agreement, attached hereto and made a part hereof, and any subsequent Addenda and Schedules executed by the Parties, as such may be amended from time to time by written agreement between the Parties;

“**Applicable Law**” means the law applicable within the country to where CLIENT Content is being transmitted;

“**CLIENT Content**” means any information, data, or messages provided to KDDI by or on behalf of the CLIENT, any Third Party Provider, or an End User using CLIENT Services for transmission by KDDI to a Network Operator;

“**Chargeable Event**” means each SMS sent by CLIENT to KDDI which is subject to a Successful Submit by KDDI to destination the Network Operator (SMS) or/and one (1) second of each call initiated by the CLIENT and answered by the End-Users. The prices for Voice Services shall be expressed on a per-minute basis and billed on a per-second basis. (Voice) and/or each Email sent by CLIENT to KDDI which is subject to a Successful Submit by KDDI to the destination Email Service Provider (Email).

“CLI” CALLING LINE IDENTIFICATION” means a telephone service, available in analog and digital phone systems and most voice over Internet Protocol applications, that transmits a caller’s number to the called party’s telephone equipment during the ringing signal, or when the call is being set up but before the call is answered;

“CLIENT Services” means the service(s) operated by CLIENT for distributing or sending CLIENT Content to End-Users;

“Email” short for electronic mail, defined as messages sent via a system of telecommunication links between computers or terminals using dedicated software;

“Email Service Provider” means KDDI’s technology partner(s) used in the chain of delivery of Email messages;

“End-User” means any customer of the CLIENT who uses CLIENT Services in order to receive CLIENT Content;

“Events” shall mean a feature within the solution provided by KDDI which allows tracking, storage and analysis of customer behaviour collected from mobile, web or 3rd party services;

“Flow” shall mean a visual tool provided by KDDI to CLIENT that allows to build complex, multichannel communication flows based a predefined audience or behavioural triggers within the solution provided by KDDI;

“GDPR” means abbreviation for General Data Protection Regulation, meaning 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 (General Data Protection Regulation).

“KDDI Platform” means the mobile application services platform and any associated systems, network connections and interfacing capabilities, duly licensed or otherwise legally authorized to be used and operated by KDDI or by suppliers or partners of KDDI in order to enable the provision of KDDI Services;

“KDDI Services” means mobile infrastructure services and/or other services provided by KDDI to the CLIENT as expressly described in any Schedule attached hereto;

“IVR” Interactive Voice Response means a technology that allows customers to interact with a company’s host system via a telephone keypad or by speech recognition, after which they can service their own inquiries by following the IVR dialogue;

“Moments” shall mean both individually and collectively the Services provided to CLIENT under this agreement consisting of Broadcast, Events, Flow, People and Push / MAM (all as defined in this Agreement).

„Monthly Tracked User (MTU)“ shall mean a record of end users in People module, which is used to approach end users.

“Network Operator” depending on the Service, shall mean the provider of the connection for that respective service such as, but not limited to – Mobile Network Operators for messaging and/or Voice services, InfoBip, Facebook Inc for Facebook Messages, WhatsApp Inc for WhatsApp instant messaging;

“People” shall mean a tool provided by KDDI to CLIENT which unifies customer data and allows overview, segmentation and personalisation based on contact information, customer data, behavioural pattern and user preference within the solution provided by KDDI.

“Push” (and/or Push/MAM) shall mean the communication channel that uses Google and Apple services to deliver notifications to end users via mobile applications;

“Successful Submit” means that KDDI accepts the SMS sent from the CLIENT and validates the SMS before submitting the SMS for onward routing. KDDI shall return all Successful Submit to the CLIENT as confirmation that the SMS has been successfully submitted for routing. Any SMS which does not pass KDDI’s validation tests will be rejected and an error message shall then be returned to the CLIENT and the SMS will not be charged;

“SMS” means the short text message sent to and from telephones whose text comprises words or numbers or an alphanumeric combination up to one hundred and sixty (160) characters or up to seventy (70) characters if containing

one or more Unicode Characters;

“**MT Messages**” means mobile terminated messages, and it means messages that are terminated to any mobile phone.

“**PSTN**” means Public Switched Telephone Network;

“**Network Operator**” means any company operating a GSM-based mobile telephony network, offering mobile telephony services to its subscriber base;

“**Third Party**” means any and all persons or entities not a Party to this Agreement;

“**Third Party Provider**” means any Third Party using CLIENT Services.

“**Voice Origination**” means the process triggered on the Platform when the CLIENT initiates a telephone exchange through the MNO/FNO; which is handed off to KDDI for termination;

“**VoIP**” has the meaning of methodology and group of technologies for the delivery of voice communications and multimedia sessions over Internet Protocol networks, such as the Internet.

2 SCOPE OF AGREEMENT

At the request of CLIENT, KDDI has agreed to provide CLIENT with the KDDI Services, subject to and based upon the terms and conditions contained hereunder.

3 MINIMUM TERM, TERMINATION, & TERMINATION LIABILITY

- 3.1 This Agreement shall become effective on the above noted Effective date and shall continue thereafter for a minimum of **six (6)** months (the “Initial Term”); thereafter, this Agreement shall automatically renew on a month to month basis, until terminated by either Party giving not less than 30 (thirty) days written notice of termination to the other Party at any time.
- 3.2 Either Party may terminate this Agreement upon written notice to the other Party:
 - 3.2.1 Immediately, in the event the other Party becomes insolvent, files a petition in bankruptcy or makes an assignment for the benefit of its creditors;
 - 3.2.2 Immediately, if either Party materially breaches its obligations under this Agreement and if curable, fails to cure the breach within five (5) days after receiving written notice.
- 3.3 KDDI shall have the right to terminate this Agreement immediately by providing the CLIENT with as much prior notice as reasonably practicable in the event that any modification in respect of: **(i)** KDDI’s existing Network Operator contracts and/or conditions imposed by the Network Operator(s); or **(ii)** Applicable Law makes the rendering of KDDI Services prohibitively difficult or expensive to KDDI or contrary to the Applicable Law.
- 3.4 Termination Liability of Customer. If this Agreement (or any applicable portion thereof, including any service order) is terminated for any reason whatsoever, then all accrued but unpaid charges incurred by CLIENT shall become due and owing as of the effective date of the termination. In addition to the foregoing, if CLIENT terminates this Agreement (or any applicable portion thereof, including any service order), then CLIENT will pay to KDDI the following sums which shall become due and owing as of the effective date of such termination: all disconnection, early cancellation and termination charges reasonably incurred and paid to third parties by Company on behalf of Customer; and a total of one hundred (100) percent of all recurring service charges for the remainder of the Initial Term of this Agreement and/or any applicable service orders..

4 SERVICE FEES AND PAYMENT

- 4.1 All payments by the CLIENT to KDDI in respect of the KDDI Services shall be made in accordance with terms set in this Section 4 and Schedule(s) attached hereto.
- 4.2 Payments shall be made based on the statements of the logs generated from the KDDI Platform. In the event the CLIENT disputes in good faith any portion of KDDI's invoice, the CLIENT may withhold payment for such amounts until the dispute is resolved as stipulated herein, however it must pay all undisputed amounts by the due date. CLIENT must inform KDDI of any and all disputes within five (5) days from the date the invoice was issued to the CLIENT ("Dispute Notification"). Notwithstanding anything contained herein to the contrary, should CLIENT fail to provide the aforementioned timely notice, then the CLIENT shall be deemed to have waived any and all rights to any and all claims and/or disputes related to the respective invoice.
- 4.3 The Parties shall exercise reasonable efforts to resolve the dispute within thirty (30) days from date of the Dispute Notification. In the event that the Parties are not successful in resolving the dispute in terms of this Clause 4.3, the Parties are entitled to refer such dispute to a court of competent jurisdiction in terms of Section 12 hereof.
- 4.4 The Client shall be responsible for all payments, including but not limited to: **(i)** any bank charges that the CLIENT's bank may charge, as well as any intermediary bank charge, and any charge from any financial institution if applicable; and **(ii)** any and all applicable sales and use taxes and/or related taxes at the rate and in the manner required by the law, (excluding taxes on the net income, profits, gains or net worth of KDDI).
- 4.5 Any shortfall between the amount of total charges and the amount received by KDDI shall constitute an outstanding amount and shall be carried forward. Furthermore and notwithstanding anything contained in this Agreement to the contrary, should CLIENT terminate any KDDI Services, for any reason whatsoever, at any time during any particular month, then the CLIENT shall nonetheless be liable for and pay in full that month's recurring charges.
- 4.6 **Late Payment Charge.** In the event that any undisputed amount due under this Agreement is not paid on the due date for payment, KDDI shall notify the CLIENT of such delay in payment and shall be entitled to charge a late payment charge of one per cent (1%) monthly or twelve per cent (12%) annually from the date due until such amount is paid.

5 OBLIGATIONS OF THE CLIENT

- 5.1 CLIENT represents and warrants to KDDI that: **(i)** it shall comply, and shall procure the compliance of any of its agents, subcontractors, Third Party Providers or Affiliates who utilize the KDDI Services, with the terms of this Agreement and **(ii)** it shall not use KDDI Services in a way which is fraudulent, unlawful or unauthorized.
- 5.2 CLIENT shall provide any governmental or other relevant state authority or KDDI with any requested information or material in order to carry out any investigation in connection with **(i)** the CLIENT Services or **(ii)** CLIENT's relationship with KDDI or with a Third Party Provider.
- 5.3 CLIENT shall be solely responsible for any legal liability arising out of or relating to the CLIENT Content and CLIENT Services, whether transmitted on its own or on any Third Party's behalf.
- 5.4 CLIENT Services and/or CLIENT Content shall not contain information which is unsolicited, offensive, threatening or abusive or which otherwise is of criminal or unethical nature according to the Applicable Law(s). KDDI shall not be liable for any damages, including any consequential loss, incurred by the CLIENT because of any contravention with this Section 5.

5.5 CLIENT shall ensure that its collection, access, use and disclosure of End-User information comply with the Applicable Law(s). CLIENT shall at all times perform its obligations and make the CLIENT Services and CLIENT Content available in compliance with and in such a manner as not to cause KDDI to be in material violation of the Applicable Laws.

6 ANTI-CORRUPTION AND BRIBERY ACT COMPLIANCE

Neither Party shall engage in any unlawful trade practices or any other practices that are in violation of the U.K. Bribery Act of 2010, or any other Applicable Law that prohibits bribery or similar activity. Each Party shall ensure that neither it nor its subcontractors and agents **(i)** make any facilitation payments, bribes, or gifts in violation of any such laws or related regulations or **(ii)** cause any adverse publicity, public criticism or damage to the reputation of the other Party as a result of such prohibited actions or the failure to establish appropriate safeguards to protect against such prohibited actions. Each Party shall, upon request from the other Party, provide evidence of the steps being taken to avoid prohibited actions, including the establishment of policies, practices, and/or business controls with respect to these laws. Each Party shall promptly inform the other Party of any official investigation by a relevant authority in conjunction with alleged breaches of the above laws.

7 PERSONAL DATA PROTECTION

The CLIENT hereby warrants that it is entitled to disclose all personal data, based on and/or related to this Agreement, to KDDI, in particular, it obtained all necessary permissions from the owners of personal data for such disclosure.

The CLIENT declares and confirms that it is an administrator of personal data provided to KDDI based on this Agreement and KDDI shall process personal data based on the CLIENT's authorization provided and in scope described in this Agreement. In particular the CLIENT is obliged to: **(i)** fulfil all legal requirements relating to protection of personal data, **(ii)** protect the interest of owners of personal data with due care and, in particular, to ensure that data are processed lawfully and **(iii)** undertake all necessary security measures protecting the personal data database and all personal data;**(iv)** fulfil all the requirements imposed by the GDPR and accepts the provisions set out in Schedule 3.

KDDI hereby declares that it shall fulfil all legal obligations connected with processing of personal data obtained from the CLIENT based on this Agreement, in particular, it implemented appropriate ICT system safety standards and measures to protect personal data obtained from the CLIENT based on this Agreement.

8 SUSPENSION OF SERVICES

8.1 KDDI may suspend the rendering of any or all of the KDDI Services in the event that:

- (i) KDDI is obliged or advised to comply with an order, instruction, directive or request of a governmental or other relevant state authority or Network Operator;
- (ii) KDDI becomes aware of any potential breach of terms of this Agreement or any misuse of KDDI Services;
- (iii) One or more of the Network Operators upon which the provision of KDDI Services hereunder is dependent suspends its provision of those services to KDDI.

8.2 Where KDDI determines in its discretion it is practicable to do so, then KDDI shall put into effect any such suspension only in respect of those CLIENT Services which are affected by the matters referred to in this Section 8.

- 8.3 KDDI shall notify the CLIENT of any suspension of the CLIENT Services affected under this Agreement, providing the CLIENT with details of the nature and cause of such suspension.
- 8.4 KDDI shall reinstate the suspended KDDI Services as soon as the cause for such suspension has been remedied.
- 8.5 Should CLIENT's account utilized in the provision of KDDI Service be inactive through a period of 6 (six) months or more, then in KDDI's sole discretion KDDI may suspend the KDDI Services to the CLIENT. Absence of any Chargeable Events through the period of 6 (six) months shall be considered as inactivity subject to suspension. CLIENT can reactivate its account with a request to KDDI sent 10 (ten) working days prior to the required reactivation date.

9 CONFIDENTIALITY

Each Party shall treat all material and information, including this Agreement, which is disclosed by the other Party in order to perform its obligations under this Agreement, as confidential. The Parties shall not disclose such confidential information to a third party without a prior written consent of the other Party. Notwithstanding anything herein to the contrary, the Parties may disclose the confidential information, without prior consent, to any of its affiliates, employees, subcontractors and/or agents. Confidentiality obligations shall not apply to the use or disclosure of information in accordance with the order of a court of competent jurisdiction or the purposes of compliance with any relevant laws.

The obligations described in this Section shall survive the termination of this Agreement for a period of 5 (five) years.

10 INTELLECTUAL PROPERTY RIGHTS

- 10.1 Ownership of all Intellectual Property Rights of one Party (hereinafter referred to as: "Proprietor Party") shall vest in and remain with that Party. Subject to Section 10.2, Proprietor Party does not by this Agreement grant to the other Party (hereinafter referred to as: "Non-Proprietor Party") any right, title, license or interest in or to any Intellectual Property Rights of Proprietor Party, including but not limited to, any software or documentation, or in any related patents, copyrights, trade secrets or other proprietary intellectual property. Non-Proprietor Party shall acquire no rights of any kind in or to any trademark, service mark, trade name, logo or product or service designation of Proprietor Party under which products or services of Proprietor Party were or are marketed (whether or not registered) and shall not use same for any reason except as expressly authorized in writing by Proprietor Party prior to such use, but in no event for a period longer than the duration of this Agreement.
- 10.2 KDDI hereby grants CLIENT a non-transferable, non-sub licensable, nonexclusive and royalty free license to use the KDDI Platform and KDDI Services during the term of this Agreement only for the purpose of fulfilling the respective Party's rights and obligations under this Agreement.
- 10.3 Neither Party shall reverse engineer, decompile or disassemble any software comprised in the other Party's Intellectual Property Rights.
- 10.4 CLIENT represents and warrants to KDDI that the CLIENT Content does not infringe any Third Party Intellectual Property Rights.

Subject to, and in accordance with, the terms of this Agreement, Parties hereby grant each other the right to use and display each

other's name and logo („Trademarks “) for promotional means on the respective websites or other promotional material, however, restricted solely in connection with the services provided under this Agreement. Any usage under this clause shall be done according to the proprietor Party's guidelines as they may be provided from time to time. Neither Party shall use the other Party's Trademarks in any manner that will disparage, harm or otherwise damage the other Party's goodwill in its Trademarks. The Party using the Trademarks shall not, at any time, misuse the same or present itself as an affiliate or other legal agent of the Party whose Trademarks are being used. Any rights and linked usage of Trademarks granted under this Section shall be immediately discontinued in the event this Agreement is terminated.

11 NOTICES

Any notice or other communication required or permitted to be given under this Agreement shall be given in writing and delivered in person, sent via registered mail, sent via facsimile or electronic mail with machine generated confirmation of transmission or delivered by recognized courier service, without charge to the receiving Party at its address as set out below, and shall be deemed effective upon receipt of such notice.

	CLIENT	KDDI
Authorized Person:		KDDI Contact Person
Position:		Position
Company name:		KDDI America INC.,
Company address:		7 Teleport Drive, Staten Island, NY 10311, USA
Email administration:		ms.support@kddia.com
Phone administration:		+1-212-295-1200
Email tech support:		ms.support@kddia.com
Phone tech support:		Not Available for Basic Support
VAT-Number: (Not for US Company)		

12 GOVERNING LAW AND JURISDICTION

12.1. By signing this Agreement, the Parties acknowledge that problems and difficulties may arise from time to time.

This being the case, the Parties agree to work together in a spirit of mutual co-operation to resolve and to use all reasonable endeavours to achieve a fair and equitable solution to any such problems and difficulties as may arise.

12.2. This Agreement shall be governed by and construed in accordance with laws of the State of New York, without regard to its conflicts of laws or its principles. Any dispute or controversy arising under or in connection with this Agreement shall be settled by binding arbitration in New York City, New York, conducted before one (1) arbitrator under the auspices of the American Arbitration Association (“AAA”), in accordance with the commercial rules of the American Arbitration Association then in effect. Judgment may be entered on the

award of the arbitrator in any court having jurisdiction. Each party shall bear its own fees and expenses (including all legal fees and related expenses) associated with such arbitration. Any determination by such arbitrator shall be consistent with the provisions of this Agreement as set forth herein. In any action to enforce this Agreement, including, without limitation, any action by KDDI for the recovery of fees due hereunder, You agree to pay KDDI's reasonable attorneys' fees and costs in connection with such action if KDDI prevails in such action. You agree to waive the right to trial by jury with respect to any proceeding related to or arising out of this Agreement.

13 WARRANTIES / DISCLAIMERS / LIMITATION OF LIABILITY

- 13.1 KDDI warrants that KDDI Services shall be performed with reasonable care and skill with the objective of meeting its obligations under this Agreement.
- 13.2 Both Parties agree to comply with the Applicable Laws and assume all liabilities whatsoever relating to the performance of their obligations under this Agreement.
- 13.3 Except as expressly set forth in this Agreement, all warranties, representations and undertakings whatsoever concerning the KDDI Services, whether express or implied, including, without limitation, any implied warranty of merchantability, fitness for a particular purpose, title, non-infringement, quiet enjoyment, satisfactory quality or accuracy, are hereby excluded by KDDI to the fullest extent permissible by the Applicable Law.
- 13.4 Neither Party shall be liable in any manner, under any cause of action, whether in contract, tort, or otherwise, for any loss of profits, revenue, anticipated profits or business, or for any indirect, incidental, consequential, special, punitive, or exemplary damages arising in connection with this Agreement. This liability limitation applies even if a Party has been advised of the possibility of such damages, and even if the damages were reasonably foreseeable.

However, such limitations do not apply to any losses caused by fraud, bad faith, gross negligence, wilful misconduct or either party's breach of its confidentiality obligations.

14 FORCE MAJEURE

Either Party's performance of any part of this Agreement shall be excused to the extent that it is hindered, delayed or otherwise made impractical by the acts or omissions of the other Party or any Network Operator, flood, fire, earthquake, strike, stoppage of work, or riot, failure or diminishment of power or of telecommunications or data networks or services not under the control of a Party, governmental or military acts or orders or restrictions, terrorist attack; or any other cause (whether similar or dissimilar to those listed) beyond the reasonable control of that Party and not caused by the negligence of the nonperforming Party.

If any Force Majeure condition(s) occur(s), the nonperforming Party shall make reasonable efforts to notify the other Party of the nature of any such condition and the extent of the delay, and shall make reasonable, good faith efforts to resume performance as soon as possible.

15 INDEMNITY

- 15.1 Each Party (the "Indemnifying Party"), at its own expense, shall indemnify, defend, and hold harmless the other Party (the "Indemnified Party"), its Affiliates, and their respective employees, officers, directors, representatives and agents, from and against all losses, damages, liabilities, settlements, costs and expenses (including attorneys' and professionals' fees and other legal expenses) arising out of or related to any claim, demand, suit, action, or proceeding initiated by a Third Party arising out of or relating to:

- (i) Any breach by the Indemnifying Party of this Agreement;
- (ii) A breach of any Third Party Intellectual Property Rights;
- (iii) Any Indemnifying Party Service, Content or other materials or services provided by the Indemnifying Party or its Third Party Providers under this Agreement, or;
- (iv) An allegation that the Services or Content provided by the Indemnifying Party to its customers violates the Applicable Law. (Collectively an “**Indemnifying Party Covered Claim**”).

15.2 The Indemnified Party shall provide the Indemnifying Party with written notice of the Indemnifying Party Covered Claim if the Indemnified Party is made aware of any such claim, and the Indemnified Party may, in its sole discretion, permit Indemnifying Party to control the defense, settlement, adjustment or compromise of the Indemnifying Party Covered Claim provided that Indemnifying Party does not enter into any compromise or settlement negotiations on its own behalf or on behalf of Indemnified Party without the Indemnified Party's prior written consent.

16 MISCELLANEOUS

16.1 The Parties are independent contractors of one another, and this Agreement does not create an agency, employment, partnership or joint venture relationship between the Parties. Each Party acknowledges and agrees that the business relationship and activities contemplated by this Agreement are nonexclusive and that nothing in this Agreement prohibits either Party from participating with Third Parties in similar business arrangements as those described herein.

16.2 This Agreement constitutes the entire understanding and agreement of the Parties hereto with respect to the subject matter hereof. This Agreement supersedes all prior and contemporaneous agreements, representations and understandings between the Parties regarding the subject matter hereof. No modification of this Agreement shall be effective unless in writing and signed by both Parties.

16.3 Neither Party may assign or otherwise transfer any rights or obligations under this Agreement except with the prior written consent of the other Party, which consent shall not be unreasonably withheld.

16.4 Either Party's failure to exercise any of its rights under this Agreement shall not constitute or be deemed to constitute a waiver or forfeiture of such rights.

16.5 This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

16.6 All appendices, addendums and schedules attached to this Agreement are integral parts of this Agreement and are incorporated into this Agreement by this reference.

17 Schedules and addenda

The following schedules and annexes are attached hereto and made part of this Agreement:

Schedule 1: Fees

Schedule 2: Service Description

Schedule 3 : GDPR Schedule

ANNEX 1 – DETAILS OF THE PERSONAL DATA PROCESSING

ANNEX 2 – Rate Sheet

The Parties had their duly authorized representatives signed this Agreement on the day and year set below:

Date: {DAY} of {MONTH} {YEAR}

For and on behalf of:

KDDI America Inc.

For and on behalf of:

{CLIENT}

—

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Signature

Signature

{COMPANY SIGNED PRINT NAME}

Print Name

Print Name

{COMPANY SIGNED TITLE}

Title

Title

SCHEDULE 1: FEES

GENERAL PRICING AND TERMS FOR Messaging Charge

The currency used for any operations governed by this Agreement is USD. In accordance with Section 4 of this Agreement, the price per each Chargeable Event shall be communicated to the CLIENT via e-mail in a coverage list.

The payment model is **post-paid**.

KDDI shall issue an invoice to the CLIENT on a monthly basis. Invoices shall be issued by the 10th day of every month for the previous month. Payment must be made within fifteen (15) days from the date the invoice was issued.

CLIENT shall not be entitled to use KDDI Services in amounts exceeding [APPROVED MONETARY VALUE] per month ("Monthly Credit Limit").

If said Monthly Credit Limit is reached, it shall remain in the discretion of KDDI to immediately suspend the Service. Referred Monthly Credit Limit shall not be disregarded by the end of each reference period but just when the related payment is finally compensated.

In these cases, until the payment of the generated traffic is not compensated yet, CLIENT shall not be entitled to use KDDI Services in amounts exceeding [APPROVED MONETARY VALUE] ("Total Credit Limit").

Both Credit Limits may be adjusted during the term of this Agreement after mutual consultation between the Parties or failing such agreement within seven (7) days, by KDDI on notice to the CLIENT.

1. Standard Plan Monthly Charge:

Standard Plan	
Included: 1 Conversation License, 2,000 Answer Session, 10K SMS & Email, 3K Voice Minutes, 1 Toll Free Number	

All Price/Rate information is listed in ANNEX 2 – Rate Sheet

SCHEDULE 2: SERVICE DESCRIPTION

SMS

1. KDDI Services (as defined in the Agreement) features a solution that shall enable CLIENT to deliver mobile terminated SMS to multiple mobile networks worldwide through the Platform.
2. KDDI Services include:
 - a) API Connection Capability that allows CLIENT's information system to connect to KDDI Platform;
 - b) Configuration of the Platform to receive SMS traffic generated by CLIENT and the handling and routing of such SMS traffic to available Network Operators;
 - c) Billing of such SMS traffic processed by KDDI; and
 - d) Technical support, based on CLIENT's Support Plan.
3. In the provision of the KDDI Services, and in addition to the provisions set forth under the Agreement, KDDI shall:
 - a) Ensure that connectivity between CLIENT's information system and the Platform is tested and operational;
 - b) Route SMS traffic generated by CLIENT to available Network Operators;
 - c) Invoice CLIENT for all KDDI Charges (as defined in the Agreement) relative to the provision of the KDDI Service;
 - d) Manage all contractual relationships with Network Operators to ensure the operability of the KDDI Services; and
 - e) Provide technical support, based on CLIENT's Support Plan.
4. Without prejudice to the obligations of the CLIENT (Section 5 of the Agreement), CLIENT further undertakes to:
 - a) Provide all the configuration information through the proper completion of all technical forms provided by KDDI;
 - b) Ensure that its own information systems are properly configured to communicate with KDDI Platform;
 - c) Create and maintain at its own expense a database of End-Users receiving each SMS message processed by KDDI;
 - d) Ensure under no circumstances to send Unsolicited SMS (SPAM) as defined in the Agreement to the messaging Platform;
 - e) Grant KDDI to access CLIENT Account for purpose of troubleshooting, maintenance, and works requested by CLIENT;
 - f) Announce a larger volume of traffic a few days in advance; and
 - g) Fulfil all its payment obligations as set out in the Agreement.

VOICE

1. Service Description:

Voice Service is a voice dialogue between CLIENT and End-User, enabling the CLIENT to make and receive voice calls to and from End users.

Voice Service comprises the following: (a) Voice connectivity services to End Users of supported Network Operators, (b) technical support for issues related to connectivity to KDDI Platform and performance of the KDDI Platform, as described more fully herein and in the Agreement, (c) account management, and (d) upon request of the CLIENT provision of Toll free or 10 digits numbers and related administration services, including prior Services certification (collectively, the "Service"). For purpose of clarification, the Service is included within the meaning of KDDI Services.

2. Service Specifications:

2.1. Supported Network Operators: Those Network Operators specifically identified on the Destination List provided by KDDI to CLIENT, which may be revised by KDDI, in its sole discretion, from time to time.

2.2. Voice specifications:

Service Interface:	SIP, Voice web services
Features:	Inbound voice fully supported, high ratio of concurrent calls per second, guaranteed CLI (Caller ID), standardized VoIP codes supported

3. For the purposes of this Voice Service, the Chargeable Event shall be respectively defined as follows:

"Chargeable Event" shall mean 1 second of each call initiated by the CLIENT and answered by the End Users. The prices for Voice Services shall be expressed on a per-minute basis and billed on per-second basis.

TEXT TO SPEECH (TTS)

1. Text-to-Speech (TTS) is an automated way enabling the CLIENT to call the End User and to deliver a pre-recorded, or text-converted, voice messages to any fixed or mobile phone in the world.

2. TTS comprises of:

- a) Configuration of the KDDI Platform to receive voice message generated by CLIENT and the handling and routing of such voice message traffic to available Network Operators;
- b) Billing of such voice message traffic processed by KDDI; and
- c) Technical support, based on CLIENT's Support Plan;

3. In the provision of the TTS service, and in addition to the provisions set forth under the Agreement, KDDI shall:

- a) Ensure that connectivity between CLIENT's information system and the KDDI Platform is tested and operational;
- b) Route voice message traffic generated by CLIENT to available Network Operators;

- c) Invoice CLIENT for all payments relative to the provision of the TTS service
- d) Manage all contractual relationships with Network Operators to ensure the operability of the TTS service; and
- e) Provide technical support, based on CLIENT's Support Plan.

4. Additional Obligations of the CLIENT

- a) Provide all the configuration information through the proper completion of all technical forms provided by KDDI
- b) Ensure that its own information systems are properly configured to communicate with KDDI Platform;
- c) Announce a larger volume of traffic a few days in advance;
- d) Grant KDDI to access CLIENT Account for purpose of troubleshooting, maintenance, and works requested by CLIENT; and
- e) Fulfil all its payment obligations as set out in the Agreement.

For the purposes of this Text To Speech (TTS) Service, the Chargeable Event shall be respectively defined as follows:

"Chargeable Event" shall mean 1 second of each message sent by the CLIENT to KDDI in respect of which KDDI initiated the call towards the End User and the End User successfully answered.

INTERACTIVE VOICE RESPONSE

1. Service Description:

- a) KDDI IVR (Outbound **IVR**) services enables the CLIENT to initiate outbound calls to one or more destination numbers (subscriber numbers of landline or mobile telephony), or to receive inbound calls to Voice number from End User (Inbound IVR). Upon establishment of the call, previously created IVR scenario is being executed. In the IVR scenario CLIENT has pre-defined options to be executed, such as play a pre-recorded or text-to-speech converted audio file, forward the call to another phone number, contact CLIENT's platform URL, or record End User's feedback. Upon such call being established End User can have an option of inputting command, through pressing digit number on its phone. At such time, the signal with the command the End user has chosen is sent back to KDDI Platform, as a result of which one of the options that the CLIENT has pre-defined on KDDI Platform will be executed. Pre-defined options that the CLIENT will be able to choose from shall depend on the supported features of KDDI Platform. KDDI shall not be responsible for the cases where the command signal input by the End user does not reach KDDI Platform due to the connectivity issues.
- b) Service is available using voice API interface or user-portal.

2. Service Specifications:

IVR Service comprises the following:

- a) Account management if needed
- b) Technical support, based on CLIENT's Support Plan
- c) Conversion of text message to audio file. List of languages available for text to speech conversion may be revised by KDDI, from time to time, and with written notice to CLIENT.
- d) Upon request of the CLIENT provision of Voice Number to be used as a caller ID and presented to called destination phone numbers or to be used for Inbound IVR.
- e) Billing of such services provided by KDDI

For the purposes of IVR, the following definitions shall apply.

“IVR” means Interactive Voice Response, which automates voice call processes for your business. It provides you with a 2-way communication channel which allows you to interact with your customers during a call over phone keypads. IVR can be initiated by the CLIENT towards the End User (“Outbound IVR”) or by the End – User towards the Voice Number of CLIENT (“Inbound IVR”).

“Chargeable event” shall mean 1 second of each established call, answered by end user or answering machine

In case the CLIENT has leased Voice Number from KDDI, the CLIENT shall pay a monthly fee as agreed between the Parties, in accordance with this Agreement.

“Network Operator” means any company operating a GSM-based mobile and landline telephony network, offering mobile telephony services to its subscriber base;

EMAIL

1. KDDI Services (as defined in the Agreement) features a solution that shall enable CLIENT to deliver emails through the Platform.
2. KDDI Services include:
 - a) API Connection Capability that allows CLIENT’s information system to connect to KDDI Platform;
 - b) Configuration of the Platform to receive email traffic generated by CLIENT and the handling and routing of such email traffic to Email Service Providers;
 - c) Billing of such Email traffic processed by KDDI; and
 - d) Technical support, based on CLIENT’s Support Plan.
3. In the provision of the KDDI Services, and in addition to the provisions set forth under the Agreement, KDDI shall:

Ensure that connectivity between CLIENT’s information system and the Platform is tested and operational;

 - a) Route Email traffic generated by CLIENT to Email Service Providers;
 - b) Invoice CLIENT for all KDDI Charges (as defined in the Agreement) relative to the provision of the KDDI Service;
 - c) Manage all contractual relationships with Email Service Providers to ensure the operability of the KDDI Services; and
 - d) Provide technical support, based on CLIENT’s Support Plan.
4. Without prejudice to the obligations of the CLIENT (Section 5 of the Agreement), CLIENT further undertakes to:
 - a) Provide all the configuration information through the proper completion of all technical instructions provided by KDDI;
 - b) Ensure that its own information systems are properly configured to route email traffic to the Platform;
 - c) Create and maintain at its own expense a database of End-Users receiving each email message processed by KDDI;
 - d) Ensure under no circumstances to send Unsolicited Email (SPAM) as defined in the Agreement to the messaging Platform;
 - e) Grant KDDI to access CLIENT Account for purpose of troubleshooting, maintenance, and works requested by CLIENT;
 - f) Announce a larger volume of traffic a few days in advance; and
 - g) Fulfil all its payment obligations as set out in the Agreement.

FACEBOOK MESSENGER

1. Service Description:
1. KDDI Services (as defined in the Agreement) features a solution that shall enable CLIENT to deliver mobile terminated Standard and Subscription Messages to the Facebook Platform through the KDDI Platform.
2. KDDI Services include:
 - a) Configuration of the KDDI Platform to receive Facebook traffic generated by CLIENT and the handling and routing of such Facebook traffic to the Facebook Platform
 - b) Billing of such Facebook traffic processed by KDDI; and
 - e) Technical support, based on CLIENT’s Support Plan

3. In the provision of the KDDI Services, and in addition to the provisions set forth under the Agreement, KDDI shall:
 - a) Ensure that connectivity between CLIENT's information system and the KDDI Platform is tested and operational;
 - b) Route Facebook traffic generated by CLIENT to the Facebook Platform;
 - c) Invoice CLIENT for all charges relative to the provision of the KDDI Service;
 - d) Manage connectivity with Facebook to ensure operability of the KDDI Services; and
 - e) Provide technical support, based on CLIENT's Support Plan.
4. Without prejudice to the obligations of the CLIENT, CLIENT further undertakes to:
 - a) Ensure that CLIENTs provide all the configuration information through the proper completion of all technical and contractual forms provided by KDDI;
 - b) Ensure that its own and its CLIENTS information systems are properly configured to route Facebook traffic to the KDDI Platform;
 - c) Ensure that it and its CLIENTS create and maintain at its own expense a database of Facebook Users receiving each Service and Subscription message processed by KDDI;
 - d) Ensure under no circumstances to send Unsolicited Service Messages (SPAM) as defined in the Agreement to the messaging Platform;
 - e) Grant KDDI to access CLIENT Account for purpose of troubleshooting, maintenance, and works requested by CLIENT;
 - f) Announce a larger volume of traffic a few days in advance; and
 - g) Fulfill all its payment obligations as set out in the Agreement.

2. Chargeable Event and other Facebook Particulars

"Active User" means any End User which has been subject to Successful Receipt of at least one notification from CLIENT via the Services under this Agreement in a reference month;

"Chargeable Event" means Active User;

"Network Operator" means Facebook as defined below;

"Facebook" shall mean Facebook Inc, a company incorporated in the United States and whose registered office is situated at 1 Hacker Way, Menlo Park, California 94025;

"Successful Receipt" means notifications sent from CLIENT to KDDI and validated before submitting to the Facebook Platform that have been confirmed as delivered to the End User's handset;

"Facebook Platform" means the platform and associated systems, network connection and interfacing capabilities used and operated by Facebook;

WHATSAPP

KDDI Services (as defined in the Agreement) features a solution that shall enable the CLIENT to deliver mobile terminated messages to the WhatsApp Platform through the KDDI Platform.

"WhatsApp" shall mean WhatsApp Inc., a limited liability company incorporated in the United States of America and whose principal place of business is at 1601 Willow Road, Menlo Park, CA 94025, United States

"Monthly Active User (MAU)" means each WhatsApp User using WhatsApp App which has received HSM or FFM sent by the CLIENT using KDDI Services in one calendar month;

"Highly Structured Message (HSM)" means a message template the CLIENT shall use when initiating conversation with MAU. Every HSM shall be approved by WhatsApp before it can be used;

Due to requirements of WhatsApp, KDDI will be the one signing the Service agreements with CLIENT who wishes to use WhatsApp service.

CONVERSATION

“Conversations UI” means KDDI’s proprietary software to which CLIENT accesses with the Named User License in order to use particular KDDI Services;

“Named User License” means an exclusive license assigned by KDDI to a single CLIENT representative in order to access and use KDDI’s Conversations UI;

1. Messaging Charges:

In accordance with Section 4 of this Agreement, the price per each Chargeable Event shall be communicated to the CLIENT via e-mail in a coverage list.

KDDI is in every instance entitled to pass on price increase by email to the CLIENT, arising from an obligation pursuant to legislation and regulations, from an increase in the purchase price of messages or from rates changes effected by Network Operators. Changes shall apply immediately unless it is specified different on the rate list.

KDDI shall to notify the CLIENT in advance of such price change. In the event that the CLIENT does not agree with the proposed changes, CLIENT may terminate this Agreement immediately upon written notice to KDDI.

2. Named User License Charges:

CLIENT shall be granted a package of Named User Licenses of their choosing as stated in Schedule 1).

CLIENT shall be prohibited from using Named User Licenses for more than 1 (one) concurrent session. Named User Licenses can be transferred from one user to another if reasonably necessary but cannot be shared simultaneously by more users.

CLIENT is invoiced on a monthly basis separately for Named User Licenses and Messaging Charges (per Chargeable Event as described in Schedule 1 & 2)

Based on the tier of CLIENT choice, prior to the commencement of the Services, KDDI shall communicate to CLIENT via email the Named User Licenses Charges.

Additional Services such as, but not limited to, Long and Short Numbers, Setup Fees are not included in the price will be added separately.

ANSWER

Answers is KDDI’s chatbot building platform that enables to build, test, and deploy artificial intelligence and keyword-based chatbots.

KDDI Platform uses in-house built NLP (Natural Language Processing) engine which enables chatbots to understand customer’s intent and to provide a fully conversational experience. In addition to that, whenever there is a need to escalate a conversation to a live-agent, Answers solution offers integration with Conversations, KDDI cloud contact center.

1. Answers include:

- a) Configuration of the KDDI Platform to receive traffic generated by CLIENT and the handling and routing of such traffic to available Network Operators and other channel providers;
- b) Billing of Chargeable Events processed by KDDI; and
- c) Technical support, based on CLIENT’s Support Plan.

2. In the provision of Answers, and in addition to the provisions set under the Agreement, KDDI shall:

- a) Route supported channels traffic generated by CLIENT to available Network Operators and other channels providers;
- b) Invoice CLIENT for all payments according to this Agreement and relative to the provision of the Answers;
- c) Manage all contractual relationships with Network Operators and other channels providers to ensure the operability of the Answers; and
- d) Provide technical support, based on CLIENT’s Support Plan.

3. Without prejudice to the obligations of the CLIENT (Section 5 of the Agreement), CLIENT further undertakes to:
 - a) Provide all the configuration information through the proper completion of all technical forms provided by KDDI;
 - b) Ensure that CLIENT's information systems are properly configured to route supported channels traffic to the KDDI Platform;
 - c) Create, and maintain at its own expense a database of End Users who have opted in for receiving traffic processed by KDDI;
 - d) Ensure under no circumstances to send Unsolicited traffic (SPAM) as defined in the Agreement to the KDDI Platform;
 - e) Grant KDDI to access CLIENT Account for purpose of troubleshooting, maintenance, and works requested by CLIENT;
 - f) Announce a larger volume of traffic a few days in advance; and
 - g) Fulfill all its payment obligations as set out in the Agreement.

"Channels Traffic" shall mean traffic generated through WhatsApp, FB Messenger, Viber, Apple Business, Live Chat, RCS, Line, SMS and all other channels that KDDI will add on the platform for purpose of Answers.

"Chargeable Event" in terms of Answers shall be 1 Session.

"Session" is the conversation which consists of multiple inbound and outbound messages between an end user and the Bot. A session is triggered, and it gets created, by a message received from the end user. Each session consists of multiple messages and is not limited by the number of messages exchanged. The session will be closed when a pre-specified time (expressed in minutes) elapses from any message, from either side, with that message unanswered. The duration of such session timeout can be configured in Bot configuration but it is limited to a maximum of 30 (thirty) minutes.

MOMENT

KDDI Moments is a customer engagement tool that enables enterprise customers to establish a tracked and campaign-based communication with individual consumers over multiple channels available on KDDI's Platform.

1. Moments include:

- a) API Connection Capability that allows CLIENT's information system to connect to KDDI Platform;
- b) Configuration of the KDDI Platform to receive traffic generated by CLIENT and the handling and routing of such traffic to available Network Operators and other channel providers;
- c) Billing of MTU and Channels Traffic processed by KDDI; and
- d) Technical support, based on CLIENT's Support Plan.

2. In the provision of Moments, and in addition to the provisions set under the Agreement, KDDI shall:

- a) Ensure that connectivity between Client's information system and the KDDI Platform is tested and operational;
- b) Route supported channels traffic generated by Client to available Network Operators and other channels providers;
- c) Invoice CLIENT for all payments according to this Agreement and relative to the provision of the Moments;
- d) Manage all contractual relationships with Network Operators and other channels providers to ensure the operability of Moments; and

e) Provide technical support , based on CLIENT's Support Plan.

3. Without prejudice to the obligations of the CLIENT (Section 5 of the Agreement), CLIENT further undertakes to:

- a) Provide all the configuration information through the proper completion of all technical forms provided by KDDI;
- b) Ensure that its own, as well as Client's information systems are properly configured to route supported channels traffic to the KDDI Platform;
- c) Create, or make sure Client creates, and maintain at its own expense a database of End Users who have opted in for receiving traffic processed by KDDI;
- d) Ensure that under no circumstances himself or the Client sends Unsolicited traffic (SPAM) as defined in the Agreement to the Platform;
- e) Grant KDDI to access CLIENT Account for purpose of troubleshooting, maintenance and works requested by CLIENT;
- f) Announce a larger volume of traffic a few days in advance; and
- g) Fulfil all its payment obligations as set out in the Agreement.

"Broadcast" is a way to send one-way messages over various channels using one visual interface. The available communication channels over Broadcast are SMS, Email, Voice and Push. Phone number and Email address validity can be validated via Number Lookup and Email Validation.

"Channels Traffic" shall mean traffic generated through SMS, Voice, Push and Email services and all other channels that KDDI will add on the platform, for purpose of Moments.

"Chargeable Event" in terms of Moments shall be 1 (one) MEP.

"Flow" is a visual builder that enables communication with customers or automatizing business processes by creating two-way communication flows. Each flow can be steered in desired directions depending on inbound messages, customer behavior, and their profile attributes.

"MEP" or "Monthly Engaged Person" is any end user who has either sent or received at least one message or generated an event in the given month under this Agreement.

"Target/People" is a module that enables collecting all customer data together in one place and creating detailed customer profiles for purpose of precise message targeting (e.g. including parameters like channel preferences, tags for precise targeting, and custom attributes to enrich profiles.). Data can be imported from a file directly to the KDDI web interface or insert it over API and can be organized with tags, or the audience segmented using any given criteria, demographic or behavioral.

SCHEDULE 3: GDPR SCHEDULE

1.1. For the purposes of this GDPR Schedule, the following definitions apply:

(a) **GDPR**” shall mean Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

(b) **“Applicable Data Protection Law”** means all applicable laws, regulations, legislative and regulatory requirements, and codes of practice applicable to the processing of personal data, including all the provisions of the GDPR, and any other relevant laws, regulations or instruments, as amended or superseded from time to time and together with any regulations or instruments made thereunder, that are applicable to a controller or processor.

(c) **“Personal Data”** means any information relating to an identified or identifiable natural person (hereinafter **“Data Subject”**); an identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier, or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of such a natural person.

(d) **“Controller”** is the natural or legal person, authority, organization or other agency that makes decisions individually or together with other parties regarding the purposes and means for processing Personal Data.

(e) **“Processor”** is a natural or legal person, authority, organization or other agency that processes Personal Data on behalf of the Controller.

(f) **“Sub-processor”** is the contractual CLIENT of the Processor, engaged to carry out specific processing activities on behalf of the Controller.

(g) **“Third Party”** means a natural or legal person, public authority, agency, or body other than the Data Subject, Controller, Processor, Sub-processor, and persons who, under the direct authority of the Controller, Processor or Sub-processor, are authorized to process Personal Data.

(h) The terms used in this GDPR Schedule such as **“processing”** (and **“process”**), **“transfer of data”**, **“categories of data”**, **“personal data breach”** and **“technical and organizational measures”** shall have the meaning ascribed to them in the Applicable Data Protection Laws.

(i) The term **“Services”** shall have the meaning ascribed to it in the Main Agreement.

2. SUBJECT MATTER

2.1. This GDPR Schedule governs the processing of Personal Data by KDDI as a Processor for and on behalf of the CLIENT as a Controller, according to the Controller’s instructions, in connection with the provision of the Services defined in the Main Agreement.

2.2. This GDPR Schedule serves to supplement the Main Agreement and forms its integral part. If there is a conflict between this GDPR Schedule and the Main Agreement, the provisions of this GDPR Schedule will prevail.

3. DETAILS OF THE PERSONAL DATA PROCESSING

3.1. If and to the extent that the Processor will be processing Personal Data on behalf of the Controller in the course of the performance of the Services, an overview of the nature, purposes and duration of the

processing, categories of Personal Data, categories of Data Subjects, and other details regarding processing is provided in Annex 1, insofar this is not already described in the Main Agreement or in separate written, including e-mail, communication between the Parties.

4. OBLIGATIONS OF THE CONTROLLER

- 5.1. The Controller shall be solely responsible for assessing whether Personal Data can be processed lawfully and for safeguarding the rights of the Data Subjects. The Controller shall ensure in its area of responsibility that the necessary legal requirements are met (for example by collecting declarations of consent) so that the Processor can provide the agreed Services in a way that does not violate any legal regulations.
- 5.2. The Processor shall process Personal Data only upon the documented instructions of the Controller, and the Controller shall ensure that its instructions are lawful and that Processor's processing of Personal Data will not cause the Processor to violate any applicable law, regulation or rule, including Applicable Data Protection Laws.

6. OBLIGATIONS OF THE PROCESSOR

5.1. Permitted purposes

- 5.1.1. Processor shall process Personal Data exclusively in the context of the concluded Main Agreement and only to the extent and in the appropriate way necessary in order to provide its Services to the Controller under the Main Agreement (permitted purposes).

5.2. Instructions

- 5.2.1. The Processor shall process Personal Data in accordance with this GDPR Schedule and Applicable Data Protection Laws and only upon the documented instructions of the Controller, including the transfer of Personal Data to a non-EU country or an international organization, unless the Processor is required to process the Personal Data under mandatory law.
- 5.2.2. In the event that a mandatory law prevents the Processor from complying with such instructions or requires Processor to process and/or disclose the Personal Data to a Third Party, Processor shall inform Controller in writing of such legal requirement before carrying out the relevant processing activities and/or disclosing the Personal Data to a Third Party, unless the Processor is prohibited under that law from informing the Controller of such processing.
- 5.2.3. The Processor shall inform the Controller in writing if, in the Processor's opinion, an instruction infringes any applicable legal provisions. The Processor shall be entitled to suspend performance of such an instruction until it is confirmed or changed by the Controller.

5.3. Confidentiality

- 5.3.1. All Personal Data that the Processor receives from the Controller in the course of providing its Services pursuant to the Main Agreement or on the basis of the Main Agreement is confidential and the Processor shall not provide or make the Personal Data in any other way available to any Third Party without the Controller's prior written consent.
- 5.3.2. The Processor shall ensure that only those of its employees and other persons operating on behalf of the Processor who have a need to know and are under confidentiality obligations with respect to the Personal Data, have access to the Personal Data.

5.4. Technical and Organizational Measures

- 5.4.1. The Processor warrants that it maintains and shall continue to maintain appropriate and sufficient technical and organizational measures to protect Personal Data against accidental loss, destruction, damage, alteration, unauthorized disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.
- 5.4.2. Taking into account the state of the art, 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, the Processor warrants that appropriate technical and organizational measures have been implemented in order to ensure a level of security appropriate to the risk, including inter alia as appropriate:
- the pseudonymisation and encryption of Personal Data;
 - the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
 - the ability to restore the availability and access to Personal Data in a timely manner in the event of a physical or technical incident.
- 5.4.3. The Processor commits that it has implemented the procedure to control and identify unauthorized or illegal access or use of Personal Data. This includes regular testing, assessing and evaluating the effectiveness of technical and organizational measures for ensuring the security of the Processing on an ongoing basis. The Processor shall continuously enhance and improve such data protection measures.
- 5.4.4. At the Controller's request, the Processor shall provide the Controller with full details of the technical and organizational measures employed by it.

5.5. Responding to Data Subject and Third Party requests

- 5.5.1. In the event that Processor receives a complaint, request, enquiry or communication from either a Data Subject, supervisory authority or Third Party which relates to the processing of Personal Data or to either Party's compliance with Applicable Data Protection Laws or this GDPR Schedule, Processor shall immediately, and in any case no later than within five (5) working days, inform the Controller providing details of the same, to the extent legally permitted.
- 5.5.2. Unless obliged to do so by mandatory laws, Processor shall not respond to any such request, complaint, enquiry or communication without the Controller's prior written consent, except to confirm that such request relates to the Controller, and shall provide the Controller with full co-operation, information and assistance in relation to it, including but not limited to the correction, deletion and blocking of Personal Data.

5.6. Assistance with the Controller's compliance

- 5.6.1. Taking into account the nature of the processing, the Processor shall assist the Controller by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of the Controller's obligation to respond to requests for exercising the Data Subject's rights. Insofar as a Data Subject consults the Processor directly with regard to the assertion of a Data Subject right, the Processor shall forward the requests of the Data Subject promptly to the Controller.
- 5.6.2. Taking into account the nature of processing and the information available to the Processor, Processor shall provide the Controller at the Controller's cost any further assistance required to ensure compliance with the Controller's obligations under Applicable Data Protection Laws, including assisting the Controller with the performance of any relevant data protection impact assessments and prior consultations with data protection supervisory authorities regarding high risk processing.

- 5.9.2. The Processor shall cooperate with the Controller and shall provide the Controller with any details necessary for maintaining its records of processing activities when requested to do so.

6. SUB-CONTRACTING

- 6.1. The Controller consents to the Processor to engage further processors (sub-processors) for carrying out specific processing activities on behalf of the Controller, under the condition that the Processor impose the same data protection obligations as set out in this GDPR Schedule on that other processors, to the extent applicable to the nature of the services provided by such Sub-processor, by way of a written contract or other legal act according to the Applicable Data Protection Laws. The Processor shall provide the Controller with all necessary information regarding such contracts with sub-processors upon request.
- 6.2. As of the May 25th 2018 the Processor shall maintain an up-to-date list of all its sub-processors, including but not limited to InfoBip Ltd., its affiliates, and the therein referenced Third Party sub-processors at:<https://www.infobip.com/policies/processors> and the Controller will have the possibility to subscribe to notifications of changes within the sub-processors list. If the Controller subscribes, the Processor shall notify the Controller of any intended changes concerning the addition or replacement of sub-processors that affects the Controller at least five (5) days before change, thereby giving the Controller the opportunity to object to such changes within the mentioned period of time.
- 6.3. Where the sub-processor engaged by the Processor fails to fulfil its data protection obligations, the Processor shall remain fully liable to the Controller for the performance of the sub-processor's obligations.

7. INTERNATIONAL DATA TRANSFERS

- 7.1. Unless otherwise agreed with the Controller in writing (including e-mail), the Processor shall ensure that Personal Data are stored and processed at the processing systems located in its data centers within European Economic Area (EEA), and any transfer of Personal Data to the Processor's data centers located outside the European Union or European Economic Area (EEA) can be made only upon such a instruction of the Controller.
- 7.2. Where the performance of the Services involves a transfer of Personal Data outside the European Economic Area (EEA), the Processor will take such a steps as may be required to ensure there is adequate protection for such Personal Data in accordance with the Applicable Data Protection Laws (especially Articles 44 to 49 of the GDPR), which may include entering into the Standard Contractual Clauses set out in the European Commission's Decision 2010/87/EU.
- 7.3. The Controller hereby grants its consent to the Processor to enter into any agreement or take any measures, including on behalf of the Controller, to establish and ensure an adequate level of data protection in the transfer of Personal Data to a sub-processing party outside the EEA. In the event of an application of the EU standard contractual clauses, the Processor is entitled to conclude such clauses on behalf of the Controller. The power of authority for this purpose is hereby granted by the Controller.

8. TERM AND TERMINATION, DELETION AND RETURN OF PERSONAL DATA

- 8.1. This GDPR Schedule shall come into effect on May 25, 2018 or upon signature of both Parties, whichever occurs later, and shall be valid for the duration of the actual provision of Services by the Processor. The Processor's confidentiality obligations shall survive any termination of this GDPR Schedule.

- 8.2.** In case Processor is in material breach of any provision of this GDPR Schedule, Controller has the right to terminate both this GDPR Schedule as well as the Main Agreement for cause, in whole or in part, under the conditions defined in the Main Agreement.
- 8.3.** Following the termination of this GDPR Schedule and/or of the Main Agreement for any reason Processor shall, at the instruction of the Controller
- comply with any other agreement made between the Parties concerning the return or deletion of Personal Data; and/or
 - return or delete, at the Controller's choice, all Personal Data passed to Processor by KDDI for processing. When Personal data shall have to be returned, that should be in a format with can be easily read and used by Controller. Personal Data will be returned in accordance with a schedule agreed by the Parties, within a time frame of ten (10) working days from termination of this GDPR Schedule or the Man Agreement. Processor shall not retain any copies of the Personal Data in any form what so ever, with the only exception being as expressly required as per mandatory laws, and even then solely for the duration and the purposes required by the same; and/or
 - on receipt of instructions from the Controller, delete all such data unless prohibited from doing so by mandatory law, in which case the Processor shall inform the Controller of any such requirement unless prohibited by that applicable law.
- 8.4.** Where applicable, Processor shall ensure that all of its own sub-contractors comply with obligation set out in the Article 9.3. of this GDPR Schedule.

9. MISCELLANEOUS

- 9.1.** In case of any conflict, the provisions of this GDPR Schedule shall take precedence over the provisions of the Main Agreement. Where individual provisions of this GDPR Schedule are invalid or unenforceable, the validity and enforceability of the other provisions of this GDPR Schedule shall not be affected.

10. ANNEXES

- 10.1.** The following Annexes are integral parts of this GDPR Schedule:
- Annex 1: Details about Personal Data processing.

ANNEX 1 – DETAILS OF THE PERSONAL DATA PROCESSING

Nature and purposes of the processing:

Nature and purposes of the processing are defined in the Main Agreement.

The CLIENT as a controller commissions to KDDI as a processor the personal data processing for the purposes of providing the KDDI Services described in the Main Agreement, as initiated by the CLIENT from time to time.

Duration of the processing:

Duration of the processing is determined by the CLIENT.

Categories of Data Subjects:

The Personal Data processed may concern the following categories of Data Subjects:

- CLIENT's customers / end users / suppliers (that are natural person)
- CLIENT's employees.

Categories of Personal Data:

The Personal Data processed may concern the following types of Personal Data (depending on the type of KDDI Services and/or type of integration with the KDDI Services) provided by the CLIENT to KDDI:

- CLIENT's customers / end users / suppliers
- Receiver/sender contact data (like MSISDN or land phone number, e-mail address), and communications content (like for example message text, voice, files, video or other media content)
- If the CLIENT will use KDDI's Customer Portal, list of the Personal Data could possibly be extended by for example: name, gender, address, birthday, and any other custom attributes defined, imported and controlled exclusively by the CLIENT.
- CLIENT's employees
- Contact details (like name, e-mail address, phone number) of the employees authorized by the CLIENT to access to the CLIENT's account while using KDDI Services.

The precise Personal Data are determined and controlled solely by the CLIENT.

Special categories of Personal Data:

KDDI does not intentionally collect or process any special categories of Personal Data unless the CLIENT or its customers/end users/ suppliers include such type of data in the content submitted to KDDI and/or while using the KDDI Services. Said processing of special categories of Personal Data is unintentional for KDDI and the CLIENT shall be regarded as solely responsible for ensuring that such processing be lawful and in accordance with any applicable law, including the Applicable Data Protection Law.

Contact details for data protection enquiries:

Contact details of the CLIENT:

E-mail: _____

Name and contact details of the CLIENT's representative, if applicable

(only for the CLIENT established outside the EU, if the CLIENT is obliged to designate a representative in the EU in accordance with the Article 27 of the GDPR)

Name: _____

Address: _____

E-mail: _____

Contact details of KDDI:

E-mail: ms.support@kddia.com

E-mail for personal data breach notifications: privacy@kddia.com