Data Processing Addendum(For EEA/UK Users) （Revised on April 1,2024)

Comparative table of the current and the amended provisions

After amendment	Current
Pursuant to the RevComm T&Cs of Use entered into between RevComm Inc. and its subsidiaries and affiliates ("**RevComm**") and Customer made available at https://www.revcomm.co.jp/terms-english/ (together with other referenced policies and addenda in the RevComm T&Cs of Use, the "**Agreement**"), the Parties hereby adopt this Data Processing Addendum (For EEA/UK Users) ("**DPA**") for so long as RevComm processes Personal Data on behalf of Customer located in the EEA and the UK in relation to the services or software provided by RevComm (the "Services"). This DPA prevails over any conflicting terms of the Agreement. BY EXECUTING AN ORDER FORM OR ACCEPTING AN ONLINE ORDER CONFIRMATION OR OTHERWISE ACCESSING OR USING THE SERVICES, CUSTOMER AGREES THAT CUSTOMER HAS READ, UNDERSTOOD AND AGREES TO BE BOUND BY THIS DPA. IF CUSTOMER DOES NOT AGREE TO THIS DPA, THEN CUSTOMER MAY NOT USE THE SERVICES. Capitalized terms used but not defined in this DPA have the meanings given to them in the Agreement.	Pursuant to the RevComm T&Cs of Use entered into between RevComm Inc. ("**RevComm**") and Customer made available at https://www.revcomm.co.jp/terms-english/ (together with other referenced policies and addenda in the RevComm T&Cs of Use, the "**Agreement**"), the Parties hereby adopt this Data Processing Addendum (For EEA/UK Users) ("**DPA**") for so long as RevComm processes Personal Data on behalf of Customer located in the EEA and the UK. This DPA prevails over any conflicting terms of the Agreement. BY EXECUTING AN ORDER FORM OR ACCEPTING AN ONLINE ORDER CONFIRMATION OR OTHERWISE ACCESSING OR USING THE SERVICES, CUSTOMER AGREES THAT CUSTOMER HAS READ, UNDERSTOOD AND AGREES TO BE BOUND BY THIS DPA. IF CUSTOMER DOES NOT AGREE TO THIS TOS, THEN CUSTOMER MAY NOT USE THE SERVICES. Capitalized terms used but not defined in this DPA have the meanings given to them in the Agreement.
1. DEFINITIONS. For the purposes of this DPA, 1.1～1.4（Omission) 1.5. "**EU Standard Contractual Clauses**" means the standard contractual	**1. DEFINITIONS.** For the purposes of this DPA, 1.1～1.4（Omission) 1.5. "**EU Standard Contractual Clauses**" means the standard contractual

clauses for international transfers annexed to the European Commission's implementing decision on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 published on 4 June 2021(available at: https://eur-lex.europa.eu/legal-content/EN/TXT/HTML/?uri=CELEX:32021D0914&from=EN), as completed by Clause 7.1(a) of this Agreement. 1.6. "**UK Addendum**" means the International Data Transfer Addendum(s) to the EU Commission Standard Contractual Clauses issued by the Information Commissioner's Office with effect from 22 March 2022 (available at : https://ico.org.uk/media/for-organisations/documents/4019539/international-data-transfer-addendum.pdf), as completed by Clause 7.1(b) of this Agreement. 1.7～1.8（Omission） 1.9. "**Relevant Data Transfer(s)**" means the transfer(s) of Personal Data described in Appendix I to this DPA, together with all other applicable transfers of Personal Data between the Parties.	clauses for international transfers annexed to the European Commission's implementing decision on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 published on 4 June 2021(available at: https://eur-lex.europa.eu/legal-content/EN/TXT/HTML/?uri=CELEX:32021D0914&from=EN), as completed by Clause 4.1(a) of this Agreement. 1.6. "**UK Addendum**" means the International Data Transfer Addendum(s) to the EU Commission Standard Contractual Clauses issued by the Information Commissioner's Office with effect from 22 March 2022 (available at : https://ico.org.uk/media/for-organisations/documents/4019539/international-data-transfer-addendum.pdf), as completed by Clause 4.1(b) of this Agreement. 1.7～1.8（Omission） 1.9. "**Relevant Data Transfer(s)**" means the transfer(s) of Personal Data described in Schedule to this DPA, together with all other applicable transfers of Personal Data between the Parties.
2. Scope, Roles, and Termination. 2.1 *Applicability* - This DPA applies only to RevComm's Processing of Personal Data for the nature, purposes, and duration set forth in Appendix I. 2.2 *Roles of the Parties* - For the purposes of the Agreement and this DPA,	**2. Scope, Roles, and Termination.** 2.1 *Applicability* - This DPA applies only to RevComm's Processing of Personal Data for the nature, purposes, and duration set forth in Appendix. 2.2 *Roles of the Parties* - For the purposes of the Agreement and this DPA,

Customer is the Party responsible for determining the purposes and means of Processing Personal Data as the Controller and appoints RevComm as a Processor to Process Personal Data on behalf of Customer for the limited and specific purposes set forth in Appendix I. 2.3～2.4（Omission）	Customer is the Party responsible for determining the purposes and means of Processing Personal Data as the Controller and appoints RevComm as a Processor to Process Personal Data on behalf of Customer for the limited and specific purposes set forth in Appendix. 2.3～2.4（Omission）
3. Compliance. 3.1～3.3（Omission） 3.4 *Compliance Remediation* – RevComm shall notify Customer no later than five business days based on business days in Japan after determining that it can no longer meet its obligations under the GDPR. Upon receiving notice from RevComm in accordance with this subsection, Customer may direct RevComm to take reasonable and appropriate steps to stop and remediate unauthorized use of Customer Personal Data. 3.5 *Security* - RevComm shall implement and maintain no less than commercially reasonable security procedures and practices described in Appendix I of this DPA, appropriate to the nature of the information, to protect Personal Data from unauthorized access, destruction, use, modification, or disclosure.	3. Compliance. 3.1～3.3（Omission） 3.4 *Compliance Remediation* – RevComm shall notify Customer no later than five business days after determining that it can no longer meet its obligations under the GDPR. Upon receiving notice from RevComm in accordance with this subsection, Customer may direct RevComm to take reasonable and appropriate steps to stop and remediate unauthorized use of Customer Personal Data. 3.5 *Security* - RevComm shall implement and maintain no less than commercially reasonable security procedures and practices described in Appendix of this DPA, appropriate to the nature of the information, to protect Personal Data from unauthorized access, destruction, use, modification, or disclosure.
4 （Omission）	4 （Omission）
5. Sub-processors. 5.1 Customer hereby authorizes the Processor to appoint the entities listed	5. Sub-processors. 5.1 Customer hereby authorizes the Processor to appoint the entities listed

in the Appendix II of this DPA as sub-processors. 5.2 RevComm shall make available in writing to the controller any intended changes of the above sub-processors through the addition or replacement at least two (2) weeks in advance. RevComm shall provide Customer with the information necessary to enable Customer to exercise the right to object. 5.3～5.4（Omission）	in the Annex III of the Appendix of this DPA as sub-processors. 5.2 RevComm shall make available in writing to the controller any intended changes of that list above through the addition or replacement of sub-processors at least two (2) weeks in advance. RevComm shall provide Customer with the information necessary to enable Customer to exercise the right to object. 5.3～5.4（Omission）
6（Omission）	6（Omission）
7. Data Transfer. 7.1 The Standard Contractual Clauses shall apply as follows: (a) Where a Relevant Data Transfer involves data transfer out of the European Union, the EU Standard Contractual Clauses shall be incorporated into this Agreement and apply to such transfer(s) as set out below: (i)～(ii)（Omission） (iii) in Clause 9(a) of the EU Standard Contractual Clauses, Option 2 applies, and the time period for prior notice of sub-processor changes is two (2) weeks; (iv)～(vi)（Omission） (vii) Annexes I and II of the EU Standard Contractual Clauses are completed with the information in the Appendix I of this DPA (as applicable).	**7. Data Transfer.** 7.1 The Standard Contractual Clauses shall apply as follows: (a) Where a Relevant Data Transfer involves data transfer out of the European Union, the EU Standard Contractual Clauses shall be incorporated into this Agreement and apply to such transfer(s) as set out below: (i)～(ii)（Omission） (iii) in Clause 9(a) of the EU Standard Contractual Clauses, Option 2 applies, and the time period for prior notice of sub-processor changes is one (1) month; (iv)～(vi)（Omission） (vii) Annexes I to III of the EU Standard Contractual Clauses are completed with the information in the Appendix of this DPA (as applicable).

(b) Where a Relevant Data Transfer involves a data transfer out of the United Kingdom, the UK Addendum shall be incorporated into this Agreement and apply to such transfer(s) as set out below: (i) Tables 1 to 3 (Module Two) of the UK Addendum are completed with the Information in Clause 7.1(a) and the Appendix I of this DPA (as applicable); and (ii)（Omission） 7.2 If more than one Relevant Data Transfer is covered by this Agreement then the word "Appendix I", where it appears in the Standard Contractual Clauses, shall be deemed to refer to the Appendix I or part of the Appendix I relating to the Relevant Data Transfer in question. 7.3（Omission）	(b) Where a Relevant Data Transfer involves a data transfer out of the United Kingdom, the UK Addendum shall be incorporated into this Agreement and apply to such transfer(s) as set out below: (i) Tables 1 to 3 (Module Two) of the UK Addendum are completed with the Information in Clause 4.1(a) and the Appendix of this DPA (as applicable); and (ii)（Omission） 7.2 If more than one Relevant Data Transfer is covered by this Agreement then the word "Appendix", where it appears in the Standard Contractual Clauses, shall be deemed to refer to the Appendix or part of the Appendix relating to the Relevant Data Transfer in question. 7.3（Omission）
8〜9（Omission）	8〜9（Omission）
10. Deletion or return of Personal Data. 10.1（Omission） 10.2 RevComm shall provide written certification to Customer that it has fully complied with this, Clause 10, when Customer requires it.	10. Deletion or return of Personal Data. 10.1（Omission） 10.2 RevComm shall provide written certification to Customer that it has fully complied with this, Section 9, when Customer requires it.
11（Omission）	11（Omission）
Appendix I – Transfer and Processing Details ANNEX I	Appendix – Transfer and Processing Details ANNEX I
A. LIST OF PARTIES Data exporter(s): Customer Role (controller/processor):	A. LIST OF PARTIES Data exporter(s): Customer Role (controller/processor):

	Controller Activities relevant to the data transferred under these Clauses: The use of the Services provided by RevComm **Data exporter(s):** RevComm Role (controller/processor): Processor Role (controller/processor): Controller Activities relevant to the data transferred under these Clauses: The provision of the Services provided by RevComm		Controller Activities relevant to the data transferred under these Clauses: The use of the services provided by RevComm **Data exporter(s):** RevComm Role (controller/processor): Processor Role (controller/processor): Controller Activities relevant to the data transferred under these Clauses: The provision of the services provided by RevComm
B. DESCRIPTION OF TRANSFER / PROCESSING	(Omission) **The frequency of the transfer is as follows:** Continuous for duration of the Agreement between the Parties for the provision of Services.	B. DESCRIPTION OF TRANSFER / PROCESSING	(Omission) **The frequency of the transfer is as follows:** Continuous for duration of the Agreement between the Parties for the provision of services.

	（Omission）		（Omission）
	Purpose(s) of the data transfer and further processing The Personal Data will be processed for the provision of the Services as described in the Agreement and the Privacy Policy, in particular to: 　（Omitted below）		**Purpose(s) of the data transfer and further processing** The Personal Data will be processed for the provision of the services as described in the Agreement and the Privacy Policy, in particular to: 　（Omitted below）
C. COMPETENT SUPERVISORY AUTHORITY	（Omission）	C. COMPETENT SUPERVISORY AUTHORITY	（Omission）

ANNEX II 　（Omission）	ANNEX II 　（Omission）
Deleted	ANNEX III LIST OF SUB-PROCESSORS
Appendix II – LIST OF SUB-PROCESSORS Customer has authorised the use of the following subprocessors: 1. Name: Amazon Web Services Japan g.k. 　Address: MEGURO CENTRAL SQUARE, 3-1-1 Osaki, Shinagawa, Tokyo,	Added

Japan, 141-0021

Description of processing: All or part of processing described in ANNEX I

B of Appendix I

2. Name: Cloud CIRCUS, Inc.

Address: SHINJUKU MONOLITH BUILDING 21F, Nishi-shinjuku,

Shinjuku, Tokyo, Japan, 163-0919

Description of processing: All or part of processing described in ANNEX I

B of Appendix I

3. Name: Microsoft Corporation

Address: One Microsoft Way REDMOND, WA 98052-6399 USA

Description of processing: All or part of processing described in ANNEX I

B of Appendix I

4. Name: Hyperdoc Inc.

Address: 2261 Market Street #4339, San Francisco, CA 94114 USA

Description of processing: All or part of processing described in ANNEX I

B of Appendix I

5. Name: AnnounceKit LLC

Address: 1007 N Orange St. 4th Floor Ste 1382 Wilmington, DE 19801

USA Description of processing: All or part of processing described in ANNEX I B of Appendix I	
Enacted: February 1, 2024 Revised: April 1, 2024	Enacted: February 1, 2024