

Terms of Use for CloudFastener

SECTION 1. General Provisions

Article 1. Definitions

The meanings of terms used in these Terms of Use shall be as set forth in the following items:

- (1) **“CSC”** means Cyber Security Cloud, Inc.;
- (2) **“Terms of Use”** means these Terms of Use for CloudFastener;
- (3) **“Service Agreement”** means an agreement between CSC and the Customer for the use of the Services;
- (4) **“Customer”** means a corporation, organization, or individual for business purposes who executes the Service Agreement with CSC to receive the provision of the Services;
- (5) **“Cloud Services”** means the cloud services provided by CSC under the name of “CloudFastener”;
- (6) **“MSS”** means the managed security service provided by CSC under the name of “CloudFastener” pursuant to the MSS Special Terms of Use;
- (7) **“Services”** indicates the collective term for the Cloud Services and the MSS;
- (8) **“Third Party Service”** means a service provided by a third party other than CSC;
- (9) **“Operating Environment”** means the environment separately defined by CSC as the environment necessary for the Customer to receive the Services from CSC, including, but not limited to, CloudFastener license, hardware, software, Internet connection, and security;
- (10) **“Customer Environment”** means the AWS and other systems and facilities possessed or managed by the Customer;
- (11) **“CSC Website”** means the website operated by CSC that contains information related to the Services;
- (12) **“Specifications”** means the contents, operation environment, standards and other specifications of the Services;
- (13) **“Specification Document”** means the document describing the Specifications and other documents describing the conditions and contents of the Services, etc.;
- (14) **“MSS Special Terms of Use”** means the [Special Terms of Use for Managed Security Service](#);
- (15) **“Registration Information”** means the information prescribed by CSC that the Customer is required to register when applying for use of the Services;
- (16) **“Materials”** means the materials, information, contents, etc. provided by the Customer as necessary for CSC to provide the Services;
- (17) **“Service Fee”** means the consideration for the Services; and
- (18) **“Intellectual Property Rights”** means patent rights, utility model rights, design rights, trademark rights, copyrights, rights under the Unfair Competition Prevention Law, and any other property or moral rights.

Article 2. Purpose of these Terms of Use

The purpose of these Terms of Use is to set forth the terms and conditions for use of the Services by the Customer.

Article 3. Scope of Application of these Terms of Use

These Terms of Use shall apply to any and all Services provided by CSC to the Customer. Specification Document, MSS Special Terms of Use, FAQs, and any other documents prepared by CSC with respect to the provision of the Services shall be considered a part of these Terms of Use. In the event of any conflict between the provisions of these Terms of Use and the contents of such documents, these Terms of Use shall prevail; provided, however, that, in the event of any conflict between the provisions of these Terms of Use and the contents of the Specification Document or the MSS Special Terms of Use, the Specification Document or the MSS Special Terms of Use shall prevail.

SECTION 2. Formation of the Service Agreement

Article 4. Application for the Service Agreement

1. Upon agreeing to all terms and conditions of these Terms of Use, the Customer shall fill out all the necessary items on the application form prescribed by CSC and apply for use of the Services by sending the application form to CSC on AWS Marketplace or by other means prescribed by CSC. The Customer shall warrant that all of the Registration Information is accurate.

2. CSC will determine whether to accept the application in accordance with the CSC's internal standards, and if CSC accepts the application, CSC will notify the Customer of the information prescribed by CSC. The Service Agreement shall be formed from the start date of the Service Agreement which is specified in the notice. These Terms of Use shall constitute part of the Service Agreement.
3. CSC may refuse to accept the application described in the preceding paragraph without disclosing any reason if the Customer falls under any of the following items, or if CSC determines that the Customer falls under any of the following items:
 - (1) When the application is made without following the means prescribed by CSC;
 - (2) When all or part of the Registration Information is false, erroneous, or omitted;
 - (3) If the Customer has violated or is likely to violate these Terms of Use;
 - (4) If the Customer has violated these Terms of Use in the past, or is related to a person who has violated these Terms of Use in the past;
 - (5) If the Customer is currently providing, or will provide in the future, the same or similar service as the Services;
 - (6) When it is technically difficult to provide the Services considering the Operating Environment, etc.; or
 - (7) When it is not appropriate to use the Services in any other cases.
4. In the event of any change in the registered information, the Customer shall change the relevant registration contents by the method to be separately designated by CSC.
5. The Customer shall store and manage their ID and password used to log in the Cloud Services (the "**Login Information**") in a strictly careful manner and shall not allow any third party to use such Login Information nor assign or divulge such Login Information to any third party.
6. In the event of any divulgence of the Login Information or any unauthorized use of the Login Information by a third party, or if there is any possibility of such divulgence or unauthorized use, the Customer shall immediately notify CSC and follow the instructions made by CSC. If anyone logs in the Cloud Services using the ID and password registered with CSC and uses the Cloud Services, such usage shall be deemed to have been conducted by the registered Customer and CSC shall not be responsible for such usage unless CSC has committed willful misconduct or gross negligence.

Article 5. Operating Environment

In applying for use of the Services, the Customer shall prepare and maintain the Operating Environment at its own responsibility and expense, and CSC shall assume no responsibility for the Operating Environment prepared by the Customer.

SECTION 3. Use of Services

Article 6. Services

1. With respect to the Services, CSC will provide the Customer with services set forth in the Specification Document. Those not expressly specified in the Specification Document shall not be included in the contents of the Services.
2. The Customer shall not use the Services beyond the purpose set forth in these Terms of Use or the scope expressly permitted by CSC. In addition, the Customer shall not cause the Customer's group company or any other third party to use the Services without CSC's permission.
3. If the Customer wishes to entrust matters not included in the contents of the Services, as set forth in the preceding paragraph, the acceptance or non-acceptance of such request and the terms and conditions, including the Service Fee, shall be agreed upon in writing after separate consultation. For the avoidance of doubt, although CSC may, at its discretion, provide services beyond the scope of the Services stipulated in the preceding paragraph, the implementation of such services shall not change the content of the Services.

Article 7. Sub-Entrustment

Upon the provision of the Services, CSC may, at its responsibility, entrust a part of such business to a third party. In which case, CSC shall make the entrusted party assume the same obligations as CSC under the Service Agreement and CSC shall be responsible for the appointment and supervision of such entrusted party with respect to its conduct, except in cases where there is a reason attributable to the Customer.

Article 8. Third Party Service

In the event that CSC proposes the use of any Third Party Service in connection with the provision of the Services, the Customer shall, at its own responsibility, examine and evaluate the Third Party Service and decide on whether to accept and enter into a contract with the third party on its own, in which case it shall handle other necessary relations with respect to its rights. CSC shall not provide any warranty that there is or will be no malfunction with respect to the Third Party Service nor assume any responsibility therefor unless CSC fails to inform the Customer of the existence or possible existence of malfunction with respect to the Third Party Service at the time of the proposal specified above due to its willful misconduct or gross negligence.

Article 9. Operation Structure

1. Prior to using the Services, the Customer shall appoint a person to be in charge of the Service (the “**Responsible Personnel**”) and subsequently notify CSC of his/her name and information regarding his/her contact address.
2. The Responsible Personnel shall be responsible for the following duties:
 - (1) Contacting, reporting, instructing, and confirming, etc. with CSC regarding the Services; and
 - (2) Meeting with CSC to confirm progress, finalize the contents of the Services, and solve problems, etc. regarding the Services.
3. If CSC deems the Responsible Personnel to be grossly inappropriate to implement the Services, CSC may request the Customer to replace the Responsible Personnel or take other necessary measures, after clearly indicating the reason for such measures.
4. Communications between CSC and the Customer regarding the Services shall be made through the Responsible Personnel, and thus CSC shall have no obligation to respond to communications from the Customer not made through the Responsible Personnel.

Article 10. Materials

1. The Customer shall provide CSC, as appropriate, with the Materials required by CSC to provide the Services.
2. CSC shall manage the Materials with the due care of a prudent manager.
3. CSC shall return or destroy the Materials when the Service Agreement is terminated, or when CSC recognizes that the Customer has requested to do so based on reasonable grounds. The cost of providing and returning or destroying the Materials shall be determined by mutual consultation between CSC and Customer.
4. In the event that there is an error or mistake in the contents of the Materials, omissions in the provision of the Materials, or other failures to provide the Materials properly, CSC shall not be liable for any increase in Service Fee, delays, malfunctions, or other consequences of the Services resulting from such errors, mistakes, omissions, or failures to provide properly.

Article 11. Modification of the Services

1. CSC may modify the contents of the Services at its own discretion without obtaining the Customer’s consent. In such case, CSC shall notify the Customer of the contents of such modification at least [60] days prior to such modification.
2. Notwithstanding the provisions of the preceding paragraph, if it becomes necessary to modify the contents of the Services for any reason not attributable to CSC, such as a change in the Customer Environment, CSC may modify the contents of the Services without obtaining the Customer’s consent or providing prior notice to the Customer. In this case, CSC shall notify the Customer of the contents of such modification without delay.

Article 12. Suspension

1. In the event that any of the following items occurred, CSC may take measures to suspend, restrict or terminate (“**Suspend**” or “**Suspension**”) the provision of the Services for a period of time deemed necessary by CSC with no responsibility whatsoever. This shall not waive the Customer’s duty to pay the Service Fee during the period in which such measures are taken:

- (1) When it is necessary to implement a regular maintenance, inspection, construction, etc., of CSC facilities;
 - (2) When a failure occurs due to the software, hardware, network, or Internet connection;
 - (3) When specification changes, failures, malfunctions, maintenance, or cessation of the Customer Environment or Third Party Service occur;
 - (4) When a failure occurs due to altered, repaired, added to, transferred, or consolidated Operating Environment by the Customer or a third party;
 - (5) When a failure occurs due to a reason attributable to the Customer or a third party;
 - (6) All or part of the Service Fee has not been paid;
 - (7) When it is technically difficult to provide the Services considering the Operating Environment, etc.;
 - (8) When the Customer delays or fails to provide the cooperation necessary for the smooth provision of the Services by CSC or when such cooperation is incomplete;
 - (9) When the Customer is in breach of any provision of these Terms of Use;
 - (10) When the Customer uses the Services in a manner which may cause adverse effects on any service provided by CSC to third parties; or
 - (11) When it is necessary to Suspend the provision of all or part of the Services due to the amendment or abolition of laws and regulations, natural disasters, illness, suspension of electricity supply by an electric power company or other reasons not attributable to CSC.
2. If CSC Suspends the provision of the Services pursuant to the preceding paragraph, CSC shall notify the Customer of the reason thereof and, as necessary, the period of suspension or restriction by fourteen (14) days prior to the Suspension, except in emergency cases or other cases where it is practically impossible or difficult to provide such notice.

Article 13. Abolition of the Services

1. CSC may abolish all or part of the Services at its own discretion without obtaining the Customer's consent. In this case, CSC shall notify the Customer of the scope and effective date of such abolition by three (3) months prior to such abolition.
2. In the event that all or part of the Services are abolished pursuant to the preceding paragraph, the Service Agreement shall automatically terminate to the extent of such abolition on the effective date thereof.
3. CSC shall provide the Services to the Customer and the Customer shall pay the consideration therefor until the effective date specified in Paragraph 1.

Article 14. Prohibited Acts

1. If the Customer has been providing or intends to provide any service that may compete with the Services, the Customer may not apply for or use the Services without CSC's prior written approval.
2. The Customer shall not engage in any of the following acts:
 - (1) Any act in violation of the laws and regulations or these Terms of Use;
 - (2) Any act that infringes on the rights or interests or damages the reputation or credit of CSC, other users or any other third parties, or any act that may constitute any of the foregoing acts;
 - (3) Any act that violates the public order or morals, obscene act, discriminatory act, or any act that encourages any of the foregoing acts;
 - (4) Any act that interferes with the operation of the Services or other user's use of the Services;
 - (5) The act of registering false or inaccurate information;
 - (6) The act of registering as multiple users by one and the same user;
 - (7) The act of impersonating other users to use the Services;
 - (8) The act of using the Services or the results thereof for the purpose of gaining profits by causing a third party to use the Services or the results thereof;
 - (9) The act of transmitting, etc. computer viruses or other illicit program or script to CSC or a third party;
 - (10) The act of accessing the Cloud Services or obtaining information related to the Cloud Services by crawling, scraping or any similar means;
 - (11) Any act that increases the server load by using any illegal program or script, etc.;

- (12) Modification, decompiling, disassembling, reverse engineering, or any other acts of analyzing the source code;
- (13) Any act of disabling, falsifying, or avoiding the billing mechanism that measures the Customer's usage status of the Services, etc., or otherwise avoiding any technical restrictions imposed by CSC for the Services; or
- (14) Any other act which CSC reasonably considers to be inappropriate.

SECTION 4. Service Fee

Article 15. Payments

- 1. In consideration of the Services, the Customer shall pay CSC the Service Fee as is separately agreed upon writing by the due date prescribed by CSC in accordance with the payment methods prescribed by CSC. The Service Fee for any period less than one (1) month shall be calculated on a pro rata basis, and any fraction less than one (1) yen shall be rounded off. Bank transfer charges and other costs incurred during payment shall be borne by the Customer.
- 2. CSC may charge the Customer, in addition to the Service Fee, the cost for purchasing equipment and hardware, license and service fees for Third Party Services, telephone line fees, call charges, and other actual costs paid by CSC for the provision of the Services. The method and conditions of payment thereof shall be the same as used for payment of the Service Fee.
- 3. The provisions of the preceding two (2) paragraphs shall not apply in cases where the Customer receives the provision of the Services under the agreement with a distributor.
- 4. Where the Customer is unable to or no longer needs to receive the provision of the Services during the term of the Service Agreement due to the Customer's circumstances, the Customer shall not be released from the obligation to pay the Service Fee.
- 5. If the Customer fails to perform its monetary obligation under the Service Agreement, the Customer shall pay CSC delay damages at the rate of 14.6 % per annum (calculated on a pro rata basis for a year comprising 365 days).
- 6. Once CSC receives the Service Fee, CSC shall not return the same for any reason.

Article 16. Change in the Service Fee

Where there is a reasonable need to change the Service Fee, CSC shall notify the Customer to such effect and consult with the Customer in regard to the subsequent provision of the Services.

SECTION 5. Rights, Warranties and Responsibility

Article 17. Intellectual Property Rights

- 1. Any and all intellectual property rights and other rights in all contents used for the provision of the Cloud Services by CSC (including software programs, database, icons, images, texts and any related documents such as manuals; the "**Contents**") shall belong to CSC. The Customer's use of the Services shall not constitute any assignment of rights or grant of license concerning the Contents and the Customer shall not obtain any right with respect to the Contents.
- 2. The Customer will be granted by CSC with the non-assignable and non-exclusive right to use the Services within the scope necessary to use the Services, subject to compliance with the obligations under the Service Agreement.

Article 18. Violation of Third Party's Rights

- 1. In the event that the Customer comes to know of any actions, objections, claims, or any other disputes made by any third party based on the argument that the Services violate any third party's rights, the Customer shall immediately notify CSC to the effect and follow CSC's instructions on any responses thereto.
- 2. CSC shall provide compensation for any damages incurred to the Customer due to the disputes under the preceding paragraph within the scope prescribed herein; provided, however, that, in the event that such dispute occurred due to any cause attributable to the Customer, CSC shall take no responsibility whatsoever.

3. Notwithstanding the preceding paragraph, in the event that the Customer violates Paragraph 1, CSC shall bear no responsibility whatsoever.

Article 19. Service Level

1. Where CSC specifies the service level of the Services, CSC shall provide the Services with commercially reasonable efforts to meet it.
2. Unless otherwise specifically provided, the service level shall constitute CSC's nonbinding target in relation to the Services. Even if it falls below the service level, CSC shall not assume liability for the damages or any other responsibility therefor.

Article 20. No Warranty

1. CSC shall not bear any liability (including liability for non-conformity to contract) for the provision of the Services, regardless of the results thereof, nor shall CSC provide any warranty as to security precision enhancement, cost reduction, work efficiency enhancement or business expansion and development through the Customer's use of the Services or fitness for any other particular purpose of the Customer.
2. In the event that the Customer uses any Third Party Service upon the provision of the Services, CSC shall not bear any responsibility for any portion related to such Third Party Service.
3. In addition to the preceding two (2) paragraphs, CSC shall not provide any warranty regarding any of the following items:
 - (1) No malfunction or failure will occur with respect to the Services;
 - (2) There is no defect in the security of the Cloud Services;
 - (3) Services will last for a long time;
 - (4) Services are correct and perfect;
 - (5) Information provided in the Services is true, correct, complete, and updated;
 - (6) Services fit any particular purposes of the Customer and are useful, or have any function, usefulness, quality, standard, or value, etc., expected by the Customer;
 - (7) The Customer's data will be backed up, etc.; or
 - (8) Services conform to the laws, regulations, internal rules of the trade association, etc., applicable to the Customer.

Article 21 . Dispute Resolution and Damages

1. If the Customer causes CSC to incur any damages in connection with the use of the Services or the Service Agreement, the Customer shall provide compensation to CSC for such damage (including reasonable attorneys' fees; the same shall apply hereinafter).
2. If the Customer receives any complaints from a third party or any disputes occur between the Customer and a third party in relation to the use of the Services or the Service Agreement, the Customer shall immediately notify CSC of the contents thereof, resolve such complaints or disputes at its own responsibility and expense, and report the progress and results thereof to CSC in a timely manner.
3. CSC shall only provide compensation for damages in cases where CSC causes the Customer to incur damages due to its willful misconduct or gross negligence upon the provision of the Services. Each disclaimer clause for CSC contained in these Terms of Use shall not apply in cases where CSC committed willful misconduct or gross negligence.
4. If CSC is liable for any damages to the Customer, the scope of such compensation shall be limited to general damages actually incurred by the Customer, excluding any special damages including lost profits, and the maximum amount of damages to be compensated shall be either the amount equivalent to the Service Fee actually paid by the Customer to CSC before the occurrence of such damages in connection with each Service that constitutes a direct cause for such claim for damages, or the amount of six (6) months of the Service Fee, whichever is lower, regardless of whether the Service Agreement is terminated. This Article shall apply to all liabilities for damage, etc., assumed by CSC, regardless of the cause of claim therefor, such as default, obligation of restoration, unjust enrichment, or tort.

Article 22. Handling of Personal Information, etc.

1. CSC shall properly handle personal information obtained from the Customer in connection with the provision of the Services in accordance with the [privacy policy](#) prescribed by CSC and the

supplementary provisions for CloudFastener personal information processing, which is to be separately executed with the Customer.

2. CSC may create statistical information based on the log data of the Customer, to the extent necessary for providing the Services. Furthermore, such statistical information may be used for purposes such as improving the Services, developing new services, and marketing.

Article 23. Disclaimer

CSC shall not be liable for any damage incurred by users arising from or in connection with the refusal of registration, Suspension or abolition of the Services, cancellation of registration, change or deletion of contents, amendment of these Terms of Use or any other acts related to the Services conducted by CSC in accordance with these Terms of Use or the Service Agreement.

Article 24. Confidentiality

1. As used in this Article: “**Disclosing Party**” means a party to the Service Agreement who discloses Confidential Information; “**Receiving Party**” means a party to the Service Agreement who receives Confidential Information; and “**Confidential Information**” means, among all of the Disclosing Party’s technical, business, service, financial, organizational or other information, those provided through any media (including, without limitation, any document, optical disk, USB flash drive, CD, etc.; the same shall apply hereinafter) or contained in any electromagnetic data (including, without limitation, emails (including those disclosed via transmission, upload, etc., of electronic files) and electronic files; the same shall apply hereinafter) on which it is clearly indicated that such information is confidential. In the event that information is disclosed orally or visually, Confidential Information also includes such information with respect to which it is clearly indicated that such information is confidential, orally or visually, at the time of disclosure and it is notified that such information is confidential, in writing or through any electronic method, within ten (10) days from the date of the disclosure thereof; provided, however, that information which falls under any of the following shall not be included in the Confidential Information:
 - (1) Information that is already in the public domain at the time of disclosure thereof;
 - (2) Information that enters the public domain after the disclosure thereof for any reason not attributable to the Receiving Party;
 - (3) Information that was already in the lawful possession of the Receiving Party prior to the disclosure thereof;
 - (4) Information that is independently obtained by the Receiving Party without using Confidential Information; or
 - (5) Information that is lawfully obtained by the Receiving Party from any authorized third party.
2. The Receiving Party shall handle and store the received Confidential Information with the due care of a prudent manager.
3. The Receiving Party shall not use any Confidential Information for any purpose other than for the execution and performance of the Service Agreement.
4. The Receiving Party may only reproduce Confidential Information to the extent objectively and reasonably necessary to execute and perform the Service Agreement.
5. The Receiving Party shall not leak any Confidential Information or disclose the same to any third party without the Disclosing Party’s prior written approval, except in cases where the Receiving Party discloses Confidential Information to any person set forth in the following items. In such cases, however, the Receiving Party may only disclose such Confidential Information that is objectively and reasonably necessary to be disclosed for the Services:
 - (1) To the minimum amount of necessary officers and employees possible for the Service Agreement (in the case of CSC, including officers and employees of the subcontractor);
 - (2) Professionals who assume the duty of confidentiality under law, such as attorneys and certified public accountants; and
 - (3) Any third party that was approved in writing by the Disclosing Party in advance.
6. The disclosure of Confidential Information to the Receiving Party shall not be deemed as an assignment of any rights or any grant of license regarding the Confidential Information by the Disclosing Party.
7. Upon request from the Disclosing Party or in the event of termination of the Service Agreement, the Receiving Party shall promptly return to the Disclosing Party or dispose of all of the Confidential

Information received from the Disclosing Party in accordance with the instructions of the Disclosing Party.

8. If any Confidential Information disclosed to the Receiving Party is leaked, the Receiving Party shall immediately report the details thereof to the Disclosing Party and take any objectively reasonable measures to prevent the spread of such leaked information. The costs required for such measures shall be borne by the Receiving Party unless such leak is attributable to the Disclosing Party.
9. If the Receiving Party is required to disclose the Confidential Information by any judicial or administrative organs, etc., the Receiving Party shall promptly notify the Disclosing Party of such fact, to the extent permitted by the laws, regulations, orders, etc., which constitute the grounds for such disclosure, and the Receiving Party may disclose such Confidential Information after making efforts to narrow the scope of disclosure thereof upon request from the Disclosing Party. If the Disclosing Party seeks any legal remedy, the Receiving Party shall cooperate with the Disclosing Party within a reasonable scope.

Article 25. Term

The term for the provision of the Services shall be the period specified in the application form prescribed by CSC, starting from the usage commencement date (meaning the date which CSC separately notifies the Customer as a usage commencement date after the conclusion of the Service Agreement via email or through other method which CSC considers to be appropriate; the same shall hereinafter). However, if CSC does not notify the early termination through the means set forth in these Terms of Use, the Service Agreement shall be automatically renewed for an additional one (1) month on the same terms and conditions, with the date following the expiration date of the initial term or any renewal term being deemed the renewal date, and the same shall apply to subsequent renewals.

Article 26. Early Termination

1. The Customer may terminate all or part of the Service Agreement by notifying CSC or its partner by no later than thirty (30) days prior to the expected date of termination through the method designated by CSC.
2. Notwithstanding the preceding paragraph, the Customer may not terminate these Terms of Use during the period specified in the Service Usage Contract Application Form.

Article 27. Termination

1. If the Customer falls under, or CSC considers that the Customer falls under, any of the following items, CSC may immediately terminate the Service Agreement:
 - (1) The Customer is in breach of any provision of these Terms of Use and fails to correct such breach within a reasonable period;
 - (2) It is found that the Customer falls under any of the items of Article 4 (Application for the Service Agreement), Paragraph 3;
 - (3) The Customer becomes subject to suspension of payments, becomes insolvent, or becomes subject to a petition for the commencement of bankruptcy proceedings, civil rehabilitation proceedings, corporate reorganization proceedings, special liquidation proceedings, or any other proceedings similar to the foregoing;
 - (4) Any notes or checks drawn or accepted by the Customer are dishonored;
 - (5) The Customer becomes subject to a petition for attachment, provisional attachment, provisional disposition, compulsory execution or auction;
 - (6) The Customer becomes subject to preservative attachment due to a failure to pay taxes or other public dues;
 - (7) The Customer dissolves or suspends its business;
 - (8) CSC considers that there is a material change in the Customer's credit status;
 - (9) The Customer becomes subject to an order to suspend its business or a cancellation of license or authorization necessary for its business by a competent authority;
 - (10) The substantial controlling relationship of the company is altered due to a change in its shareholders structure or its officers, etc., and the identity with the previous company is therefore lost;
 - (11) The Customer commits any act of significant disloyalty towards CSC; or

- (12) CSC otherwise considers that the Customer's use of the Services is inappropriate.
2. If the Customer falls under, or CSC considers that the Customer falls under, any of the items of the preceding paragraph, any and all obligations of the Customer towards CSC shall be accelerated and immediately due and payable.
 3. In the event of termination of the Service Agreement pursuant to Paragraph 1, the Service Fee that has already been paid shall not be returned to the Customer and the Customer shall not be released from the obligation to pay the Service Fee related to the Services for the remaining period of the Service Agreement.
 4. CSC shall not bear any responsibility for any damages incurred by the Customer as a result of any act conducted by CSC pursuant to this Article.

Article 28. Measures After Termination of Service Agreement

1. The Customer shall lose its right to use the Services concurrently with the termination of the Service Agreement. The Customer shall be prohibited from accessing the Cloud Services after the termination of the Service Agreement.
2. In the event of the termination of the Service Agreement, the Customer shall lose its right to access data accumulated within the CSC facilities under the Services. In this case, CSC may delete the Customer's data accumulated within the CSC facilities under the Services without providing any prior notice and CSC shall not be obliged to allow the Customer to use such data.

Article 29. Elimination of Relationship with Anti-Social Forces

1. As used in this Article, "**Anti-Social Forces**" means any person or group who currently falls under an organized crime group, a member of an organized crime group, a former member of an organized crime group for whom five (5) years have not passed since ceasing to be such, a quasi-member of an organized crime group, a company related to an organized crime group, a corporate racketeer (*sokaiya*) or the like, a rogue advocating a social movement, etc. (*shakaiundou tou hyoubou goro*), an organized special intelligence crime group (*tokushu chino boryoku shudan*) or the like, or any other person or group equivalent to any of the foregoing.
2. The Customer and CSC hereby represent and warrant that:
 - (1) It does not and will not fall under an Anti-Social Force;
 - (2) It does not have any relationship wherein it is recognized that Anti-Social Forces are controlling its management;
 - (3) It does not have any relationship wherein it is recognized that Anti-Social Forces are substantially involved in its management;
 - (4) It does not have any relationship recognized as illegally involving Anti-Social Forces for the purpose of seeking unfair profit for itself or a third party or for the purpose of causing damages to a third party, etc.;
 - (5) It does not have any relationship recognized as being involved with Anti-Social Forces, such as providing funds, etc., or benefits to Anti-Social Forces and thereby actively cooperating with the maintenance and operation of Anti-Social Forces; or
 - (6) Its officers and members who are substantially involved in its management do not have any relationship with any Anti-Social Forces that is socially condemnable.
3. The Customer and CSC hereby covenant that it will not engage in or cause any third party to engage in any of the following acts:
 - (1) Making a demand in a violent manner;
 - (2) Making an unjust demand to any party beyond such party's legal responsibility;
 - (3) Using intimidating words, performing intimidating deeds, or resorting to violence in connection with any transaction related or incidental to the Services;
 - (4) Damaging the creditability or interfering with the business of the other party by spreading rumors or using fraudulent means or force; or
 - (5) Any other act equivalent to any of the foregoing.
4. If the Customer or CSC (the "**Breaching Party**") breaches any of the preceding two (2) paragraphs, the other party (the "**Terminating Party**") may immediately terminate all or part of the Service Agreement without providing any demand or following any further procedures in relation to such Breaching Party.

5. If the Breaching Party breaches Paragraph 2 and/or Paragraph 3, any and all obligations of such Breaching Party towards the Terminating Party shall be accelerated and immediately due and payable.
6. In the event that CSC terminates the Service Agreement pursuant to Paragraph 4, the Service Fee that has already been paid shall not be returned to the Customer and the Customer shall not be released from the obligation to pay such Service Fee related to the Services for the remaining period of the Service Agreement.
7. The Terminating Party shall not bear any responsibility for any damages incurred by the Breaching Party due to the Terminating Party's action conducted pursuant to this Article.

Article 30. Amendment to these Terms of Use

1. CSC may amend these Terms of Use at its own discretion at any time, if:
 - (1) The amendment of these Terms of Use conforms to the common interests of the Customer; or
 - (2) The amendment of these Terms of Use does not conflict with the purpose of the execution of the Service Agreement and is reasonable in light of the necessity for such amendment, the adequacy of the contents after amendment, the contents of such amendment, and any other circumstances related to such amendment.
2. Upon the amendment of these Terms of Use pursuant to the preceding paragraph, CSC shall inform the contents of the provisions subject to such amendment and the effective date of such amendment by publishing the same on the CSC Website or notifying the Customer through any methods set forth in Article 30 (Notice), Paragraph 1, no later than one (1) month prior to the effective date of such amendment in regard to these Terms of Use.
3. If the Customer does not agree to any amendment of these Terms of Use to be made in any event other than the cases specified in each item of Paragraph 1, the Customer shall terminate the Service Agreement by notifying to such effect. If the Customer uses the Services on or after the effective date of an amendment to these Terms of Use, then the Customer shall be deemed to have agreed to such amendment.

Article 31. Notice

1. Any notice from CSC to the Customer will be made through the method that CSC considers to be appropriate, such as by sending documents, email or chat, or publishing on the CSC Website. When a notice is made by sending email or chat or publishing on the CSC Website, such notice shall be regarded as having reached the Customer at the time it was delivered on the Internet.
2. Any notice from the Customer to CSC shall be made through an email or chat sent by the Responsible Personnel. CSC shall not be obliged to respond to a notice made through any method other than the above.

Article 32 Assignment of Rights and Obligations

1. The Customer may not assign, transfer, or pledge as collateral to any third parties or otherwise dispose of its contractual status, rights, or obligations under the Service Agreement without obtaining CSC's prior written approval.
2. In the event that CSC transfers the business related to the Services to any third party (including not only the business transfer under the Companies Act but also a company split and any and all other acts of corporate reorganization by which the business is transferred), CSC may assign, in connection with such business transfer, its contractual status or any of its rights and obligations under the Service Agreement as well as any Registration Information, personal information and other information to the assignee of such business transfer, and the Customer shall agree to such assignment in advance.

Article 33. Survival

The following provisions as well as any other rights and obligations that should naturally survive considering the purport of the relevant provision shall remain in full force and effect after the termination of the Service Agreement, regardless of the cause of such termination; provided, however, that the duration of Article 24 (Confidentiality) shall be three (3) years from the termination of the Service Agreement: Article 5 (Operating Environment), Article 8 (Third Party Service), Article 10 (Materials), Paragraph 4, Article 14 (Prohibited Acts), Paragraph 2, Article 17 (Intellectual Property Rights), Article 18 (Violation of Third Party's Rights), Article 20 (No Warranty), Article 21 (Dispute Resolution and Damages), Article 22

(Handling of Personal Information, etc.), Article 23 (Disclaimer), Article 24 (Confidentiality), Article 27 (Termination), Paragraphs 3 and 4, Article 28 (Measures After Termination of Service Agreement), Article 29 (Elimination of Relationship with Anti-Social Forces), Paragraphs 4 through 6, Article 31 (Notice), Article 32 (Assignment of Rights and Obligations), this Article (Survival), Article 34 (Entire Agreement), Article 35 (Severability), and Article 36 (Governing Law; Agreed Jurisdiction).

Article 34. Entire Agreement

These Terms of Use shall constitute the entire agreement between the parties pertaining to the Service Agreement and supersede any other agreements, representations, and warranties, in connection with the Service Agreement, whether in writing, oral, or by other methods, that were made between the parties prior to the execution of this Service Agreement.

Article 35. Severability

In the event that any part of the provision of these Terms of Use is found illegal, invalid, or unenforceable either by the laws and regulations or by a court, the rest of such provision as well as the rest of the provisions in these Terms of Use remain in full force and effect and the part found illegal, invalid, or unenforceable shall apply again after being replaced by a valid provision that is the closest to the intention of such part originally or such part shall apply again upon adding a reasonable interpretation thereto so that such part becomes a valid provision that is the closest to the intention of such part originally.

Article 36. Governing Law; Agreed Jurisdiction

1. These Terms of Use and any and all other agreements related to the Services shall be governed by and construed in accordance with the laws of Japan.
2. Any disputes that arise in relation to or incidental to the Services shall fall within the exclusive agreed jurisdiction of the Tokyo District Court in the first instance.

Supplementary Provisions

Established on April 15, 2024.

End.

Special Terms of Use for Managed Security Service

Article 1. Definitions

The meanings of terms used in these Special Terms of Use for Managed Security Service (these “**Special Terms**”) shall be as set forth in the [Terms of Use for CloudFastener](#).

Article 2. Purpose

The purpose of these Special Terms is to set forth the terms and conditions for use of the MSS provided by CSC under the commission from the Customer.

Article 3. Cooperation; Responsibility

1. The Customer agrees that the MSS is a mere support service and that the use of the MSS shall be solely the Customer’s responsibility to conduct and the results thereof shall be determined at the Customer’s sole discretion.
2. Taking account of the importance of the knowledge, skills, information, etc. possessed by the Customer for the smooth implementation of the MSS by CSC, the Customer shall take necessary actions promptly and appropriately in providing information regarding the formulation or modification of the Specifications or the determination of any pending matters, by responding to inquiries, participating in meetings, and performing other tasks necessary for the smooth implementation of the MSS as requested by CSC on a case-by-case basis. If the Customer delays or fails to implement such action, or if the action is incomplete, the Customer shall indemnify CSC for any damage caused thereby and shall not make any objection to any failure of, delay in, or incomplete performance of the MSS based on such delay, non-implementation, or incomplete implementation.
3. The Customer shall investigate, analyze the cause of, take measures for, and otherwise respond to any event or trouble that has occurred or is considered to have occurred in the Customer Environment at its own responsibility and shall not affect the system possessed or managed by CSC (“**CSC Environment**”); provided, however, that, if all or part of such response falls within the scope of by the MSS, CSC will respond to the same within such scope.
4. The Customer agrees that, if any failure or trouble regarding the MSS provided by CSC has occurred or is considered to have occurred, CSC will isolate the failure of the MSS provided by CSC and other systems. However, CSC will not conduct or be responsible for any investigation, analysis of the cause, implementation of countermeasures, or any other response regarding the Customer Environment or any other external environment that is not possessed or managed by CSC; provided, however, that, if all or part of such response falls within the scope of by the MSS, CSC will respond to the same within such scope.
5. In addition to the preceding two (2) paragraphs, the Customer agrees that the scope of the MSS is limited to the scope under the Specification Document and that CSC shall not be responsible for any other response.
6. In the event of any maintenance, inspection, suspension, etc., of the Customer Environment that may affect the provision of the MSS, the Customer shall notify CSC by 24 hour(s) prior to the implementation thereof.
7. The Customer shall be deemed to have joint responsibility for any act or omission by its subcontractor (if the subcontracting is conducted multiple times, including all of such subcontractors; collectively, “**Customer’s Subcontractors**”) and the Customer shall properly manage the Customer’s Subcontractors to prevent any effect on the MSS provided by CSC or the CSC Environment.
8. The Customer shall conduct, at its own responsibility, the task that the Customer is in charge of as specified in the “division of roles” section in the Specification Document and any task that is usually considered to be conducted by the Customer considering the nature thereof (collectively, the “**Customer’s Task**”).
9. The Customer agrees that CSC provides the MSS on the condition that the Customer’s Task has been properly conducted.
10. The Customer agrees that any and all statements, proposals, materials, and other information, etc., made or provided by CSC are merely advice to the Customer and CSC shall not assume any obligation or responsibility for the results arising therefrom.

11. As necessary, the Customer shall meet the applicable legal or contractual requirements (including, without limitation, the requirements concerning the monitoring of the Operating Environment by CSC) upon receiving the MSS, such as the acquisition of consent or permission from employees or any other third party, at its own responsibility.

Article 4. Access to Customer Environment

If CSC considers it to be necessary to provide the MSS, CSC may access the Customer Environment and conduct any work necessary to provide the MSS, and the Customer shall provide information, grant permission, and otherwise take reasonable measures towards the CSC that are necessary for such access and/or such work. In this case, upon request from CSC, the Customer shall provide CSC with the space, equipment, etc., necessary for CSC to provide the MSS and the Customer shall bear the usage fees for electricity, telephone line, etc., within the premise in connection with such provision.

Article 5. Intellectual Property Rights

1. Any Intellectual Property Rights, with regard to any and all inventions, discoveries, creations, devices, information, etc., (collectively, the “**Creations**”) that are created or acquired in the course of, or in relation to, the implementation of the MSS shall originally belong to CSC, or any third party that has granted a license to CSC.
2. Notwithstanding the provision of the preceding paragraph, even in the event that it is considered by application of the relevant laws and regulations that the Customer (including its officers and employees) holds the Intellectual Property Rights with regard to the Creations, such Intellectual Property Rights with regard to the Creations (including the rights prescribed in Articles 27 and 28 of the Copyright Act and excluding the rights which became unassignable by application of the relevant laws and regulations) shall be deemed transferred to CSC immediately upon creation and the Customer shall immediately take any procedure necessary for such transfer.
3. The Customer shall not exercise the Intellectual Property Rights, (including the moral rights) that became unassignable by application of the relevant laws and regulations, against CSC or any third parties granted with a license by CSC.
4. Notwithstanding the preceding three (3) paragraphs, any Intellectual Property Rights with regard to the Materials shall belong to the Customer and the Customer will grant CSC the non-exclusive use thereof free of charge during the term of the Service Agreement.
5. The Customer agrees that, in order to ensure the CSC’s rights as provided in Paragraphs 1 and 2 or to satisfy the requirements for perfection thereof, CSC will independently perform any patent applications, copyright registrations, or other necessary procedures. The Customer shall, upon any separate requests from CSC, promptly provide CSC with any documents or any other forms of cooperation that become necessary in relation to the abovementioned procedures.
6. The ownership of documents, storage media, and any other tangible items as agreed to be provided to the Customer pursuant to the Specification Document, including computer programs, resource files, and any other data files as well as reports, specifications, explanatory documents, and any other documents created in the course of or in connection with the performance of the MSS, shall transfer from CSC to the Customer subject to the completion of payment for the Service Fee that has been accrued until the delivery.

Article 6. Survival

The following provisions as well as any other rights and obligations that should naturally survive considering the purport of the relevant provision shall remain in full force and effect after the termination of the Service Agreement, regardless of the cause of such termination: Article 3 (Cooperation; Responsibility), Paragraphs 2, 5, 7, 8 and 10, Article 5 (Intellectual Property Rights), and this Article (Survival).

Supplementary Provisions

Established on April 15, 2024.

End.

CloudFastener Service Specification

1. Introduction.

This specification document outlines the basic specifications of the fully managed security service (hereinafter referred to as “**this Service**”) provided by Cyber Security Cloud, Inc. (hereinafter referred to as “**CSC**”) under the name of “**CloudFastener**”. This Service comprehensively manages and operates various security service for AWS, Google Cloud, and Azure. In this document, the term “**CloudFastener**” may also refer to the system or functions provided as part of this Service.

2. Glossary

Terms	Description.
AWS (Amazon Web Services)	A comprehensive suite of cloud computing services provided by Amazon Web Services, Inc., accessible via web-based interfaces.
Google Cloud	A comprehensive suite of cloud computing services provided by Google Cloud LLC, accessible via web-based interfaces.
Azure	A comprehensive suite of cloud computing services provided by Microsoft Corporation, accessible via web-based interfaces.
Cloud environment	Customer's AWS, Google Cloud, or Azure environment.
Security Service	A Security Service provided by AWS, Google Cloud or Azure
Triage	Prioritization of alerts by CloudFastener in accordance with a policy defined in advance between CSC and the Customer.
Alert	A generic term for incidents generated by security services.
Log	The collective term for data related to security events generated by security services monitored by CloudFastener.
MSS	Abbreviation for Managed Security Service. Included in this Service. MSS monitors Customer's cloud environment and notifies Customer when alerts are issued. We also provide security service operation and configuration, as well as consulting on secure cloud architecture.
TAM	Abbreviation for Technical Account Manager. Negotiate with Customers and promote operations in relation to this service.
CS	Abbreviation for Customer Support. Its mainly involves issuing alerts and providing TAM support.
Operation Console	CloudFastener screen operated by TAM and CS.

3. Service Overview

3.1. Managed Security Services

This Service is a managed security offering provided on the CloudFastener system platform. It centrally aggregates logs and alerts originating from the Customer's cloud environments across multiple clouds, accounts, and regions. TAM, CS, and security engineers analyze and triage the collected information, and notify the Customer of any alerts that require action. This Service also includes proposing remediation measures and, optionally, carrying out corrective actions.

3.2. Monitoring and operation management support

CSC support everything from monitoring to operational management of Customer's cloud environment.

(1) Service Menu

Menu	(data) item	Details
Basic Services	Using CloudFastener	Basic service of this Service.
Optional Services	Consulting Services	Consulting service provided based on the specific needs and requests of the Customer.
	Remediation Actions	Execution of corrective measures on the Customer's cloud environment of resources, based on identified security finding.
	Onboarding operation	The initial technical configuration required to enable the use of this Service. This includes assessment of the Customer's cloud environment, verification of alert notification endpoints, and the setup of secure connectivity between the Customer's cloud infrastructure and the CloudFastener platform.

(2) Functional Services Offered

Classification.	Service	Details
Standard	Log and Alert Collection	CloudFastener ingests logs and alerts generated from the Customer's cloud environment, including those from designated Security Service and other relevant sources within the environments.
	Triage / Investigation	CloudFastener performs triage on the ingested logs and alerts. For alerts that are escalated to the Customer, CloudFastener will investigate and include the necessary information required to perform appropriate remediation.
	Supported Languages	Alerts and notified from CloudFastener will be delivered in either Japanese or English.
Option	Remediation Actions	Based on separate agreements, CloudFastener may perform remediation actions on resources within the Customer's cloud environment.

4. Service Fee

(1) Basic Services

(data) item	Usage Fee	Details
Service use	Prices will be provided on the application form	A "basic usage fee" per hour will be charged for this Service. All subscriptions for this Service are on a per-hour (unit) basis.

(2) Optional Services

(data) item	Usage Fee	Details
Onboarding operation	These services are priced based on the scope of Customer's request. Please contact CSC for pricing details.	Initial cost of this Service.
Excess computing resources		If the computing resources used exceed the amount included in the basic service fee, additional resources may be optionally provisioned for an additional charge.
Alert remediation action		To be determined by separate arrangement.
Assessment Consulting		

5. Service Term

- The term of this Service shall be as specified in the *Service Subscription Agreement*.
- A minimum service term applies to this offering. During the minimum service term, Customer may not terminate this Service. The specific duration of the minimum service term is defined in the *Service Subscription Agreement*.
- After the minimum service term has elapsed, the agreement will automatically renewed on a monthly basis.
- To terminate this Service, Customer must notify CSC in writing or via electronic means at least thirty (30) days prior to the desired termination date.

6. Prerequisites for Service Use

The following prerequisites must be fulfilled by Customer prior to the commencement of service.

(data) item	Terms and Conditions
Prepare environment for alert notification destination	In order to be notified of alerts triaged from CloudFastener, Customer will need to prepare the following tools <ul style="list-style-type: none">• Communication tool• Task management tool• File sharing tool In addition, CSC can prepare and provide this to Customers upon request.
Enabling Security Service of cloud environment	It is necessary to enable Security Services specified separately in the cloud environment of Customers subject to monitoring.
Service Delivery Framework	To ensure the proper delivery of this Service, the Customer is required to establish the following arrangements: <ul style="list-style-type: none">• A structure that supports service delivery based primarily on remote operations• A structure capable of receiving and responding to communications and notifications from the CSC• Appropriate operational permissions for the target environments covered by this Service

7. Maintenance

To provide this Service safely, CSC will perform maintenance on an irregular basis.

*CSC will notify Customers in advance of any maintenance that will result in service suspension.

8. Restriction

The following restrictions apply to the use of this Service.

- Log storage period
 - ✓ Logs will be archived for one (1) year.
 - ✓ The period of storage in the analytical base will be three (3) months.

9. Service Onboarding Process

The process for initiating use of this Service varies depending on the chosen contract method, as outlined below:

Contract Method	Service Onboarding Process
Direct Contract with CSC	<ul style="list-style-type: none">① Application submission (Submission of this Service Subscription Agreement)② CSC sends the required information to the Customer (contracting party)③ Onboarding process④ Service activation
Contract via AWS Marketplace	<ul style="list-style-type: none">① Application submission (Subscription via AWS Marketplace)

	<ul style="list-style-type: none"> ② CSC sends the required information to the Customer (contracting party) ③ Onboarding process ④ Service activation
Contract via Authorized Reseller	<ul style="list-style-type: none"> ① Application submission (Submission via the designated method of the respective reseller) ② Reseller sends Customer (contracting party) information to CSC ③ CSC sends the required information to the Customer (contracting party) ④ Onboarding process ⑤ Service activation

Established on April 15, 2024.

Revision on August 01, 2025.

CloudFastener Addendum on Handling of Personal Information

Cyber Security Cloud, Inc. (“CSC”) and the person who separately entered into the agreement(s) related to CloudFastener (“Customer”) hereby enter into this CloudFastener Addendum on Handling of Personal Information (“Addendum”) with regard to the Customer’s entrustment of handling of personal information to CSC in accordance with such agreements, as follows:

Article 1. Scope of Application of this Addendum

The purpose of this Addendum is to set forth CSC’s obligations, etc., to comply with the security management measures with regard to the personal information handling services that the Customer entrusts to CSC (“Services”) in accordance with the agreement(s) entered into by CSC and the Customer separately regarding the use of CloudFastener that refers to this Addendum (“Original Agreement”).

Article 2. Definition

“Personal information” as set forth in this Addendum means information pertaining to an individual which can be used to identify said individual by means of an identifier contained therein or a number, symbol or other code assigned to each individual or image or sound (including any information that cannot be used to identify that specific individual on its own, but that can be easily collated with other information and thereby used to identify that specific individual).

Article 3. Confidentiality Obligation

1. CSC must not provide or leak to any other person any of the personal information whose handling is entrusted by the Customer to CSC for performance of the Services (“Entrusted Personal Information”), except in cases where such personal information is provided to a Subcontractor in accordance with Article 6 below.
2. CSC shall fulfill the obligations set forth in Article 9 below with regard to its employees who are engaging in the Services (the “Employees”) and must not cause any person other than the Employees to handle the Entrusted Personal Information.

Article 4. Prohibition of Use for Other Purposes

1. CSC must not use the Entrusted Personal Information for any purpose other than the performance of the Services.
2. CSC must not collate the Entrusted Personal Information with any personal information, etc., provided by any other person or individually obtained by CSC regarding each respective identifiable person basis.

Article 5. Security Management Measures

1. CSC shall appoint the person responsible for managing the handling of the Entrusted Personal Information and have them manage to ensure CSC’s lawful and appropriate handling of the Entrusted Personal Information
2. CSC must take the necessary and appropriate organizational, human, physical and technical security management measures (“Security Management Measures”) for the purpose of preventing leaks, loss or damage (collectively, “Leaks”) of the Entrusted Personal Information, in accordance with the Japanese Act on the Protection of Personal Information (“Personal Information Protection Act”) and all other related laws and regulations, etc.
3. If CSC handles the Entrusted Personal Information in a foreign country (including cases where CSC causes its branch or business office located in a foreign country to handle the Entrusted Personal Information, where CSC entrusts the handling of the Entrusted Personal Information to a third party located in a foreign country, and where CSC stores the Entrusted Personal Information in a server managed by a third party located in a foreign country by using the said third party’s cloud service; the same shall apply hereinafter), CSC must provide the Customer with the name of the country where the Entrusted Personal Information is to be handled (when the Entrusted Personal Information is provided to a third party located in a foreign country, the company name and location of the relevant third party and the name of the country where such third party stores the Entrusted Personal Information) when requested by the Customer.

Article 6. Re-Entrustment

1. When CSC entrusts a third party (“**Subcontractor**”) with all or part of the handling of the Entrusted Personal Information for the performance of the Services (“**Re-Entrustment**”), CSC shall confirm in advance that the Subcontractor’s strictness for the management of handling the personal information is equivalent to or higher than its own management level.
2. CSC must impose upon the Subcontractor, in writing, equivalent obligations to CSC’s obligations set forth herein, including, without limitation, the Security Management Measures set forth in Article 5 above, and exercise the necessary and appropriate supervision over the said Subcontractor. Furthermore, CSC shall be responsible to the Customer for the Subcontractor’s acts.

Article 7. Response to Leaks

1. In the event of a Leak, or the risk thereof, of the Entrusted Personal Information, CSC shall immediately report to the Customer the items listed below pertaining to said Leak (limited to the items acknowledged by CSC at the time of intending to report). In which case, CSC and the Customer must take measures reasonably deemed necessary to prevent any escalation or recurrence of the Leak:
 - (1) Outline;
 - (2) Details of the personal data that was or may have been subject to the Leak;
 - (3) Number of identifiable persons pertaining to the personal information that was or may have been subject to the Leak;
 - (4) Cause;
 - (5) Existence or non-existence of secondary damage or the risk thereof, and the details thereof;
 - (6) Status of response to the identifiable persons;
 - (7) Status of publication;
 - (8) Recurrence prevention measures; and
 - (9) Any other items for reference.
2. In the event of the preceding paragraph, the measures to be taken by CSC and the Customer shall be determined upon consultation between such parties, taking into account the status of infringing on the rights and interests of the identifiable persons (meaning a specific individual who is or can be identified by means of the Entrusted Personal Information; hereinafter, simply, an “**Identifiable Person**”) pertaining to the Entrusted Personal Information, and the details, scale, etc., of the Leak, based on the implementation status of the Security Management Measures and the nature of the Leak.
3. Among the items listed in Article 7.1 above, CSC shall immediately report to the Customer the items that it had not acknowledged at the time of seeking to report to the Customer, after making the report mentioned in Article 7.1 above.
4. When the Customer reports to the Personal Information Protection Commission or notifies the Identifiable Persons of the said Leak, CSC must understand the situation thereof and provide the Customer with cooperation for the Customer’s report or notification mentioned above, including providing the Customer with information and documents.

Article 8. Return or Discarding of Entrusted Personal Information

1. Whenever the Services terminate or as otherwise required by the Customer, CSC must return to the Customer or discard or delete, by means which prevent the restoration thereof, all Entrusted Personal Information (including any reproductions and copies thereof).
2. With regard to the discarding or deletion mentioned in the preceding paragraph, CSC must record the date, name and number of the documents and data, and the means of discarding or deletion, etc., in order to be able to identify the contents of the Entrusted Personal Information that was discarded or deleted.
3. In the event of CSC conducting the discarding or deletion mentioned in Article 8.1 above, CSC must promptly report such facts to the Customer in writing.

Article 9. Supervision and Education of Employees

CSC shall provide the necessary and appropriate supervision over and education to their Employees, and impose confidentiality obligations on the Employees regarding the Entrusted Personal Information.

Article 10. Responsibilities to Identifiable Persons

1. The Customer warrants that the Entrusted Personal Information has been properly obtained and shall be responsible to the Identifiable Persons for entrusting the handling of the Entrusted Personal Information to CSC.
2. CSC shall promptly notify the Customer if CSC receives a request from an Identifiable Person for the disclosure, correction, addition or deletion, etc., of his/her Entrusted Personal Information, or a request for the provision of Entrusted Personal Information from a person other than the Identifiable Person, such as an administrative or judicial organ. In which case, CSC shall not have the obligation to directly respond to any request from the Identifiable Person or any other person, and the Customer shall respond thereto at its responsibility and expense.

Article 11. Effective Period

1. This Addendum shall be effective during the term of the Original Agreement.
2. Notwithstanding the provisions of the preceding paragraph, the following provisions shall remain in full force and effect even after the termination of this Addendum: Articles 3 and 4; the second sentence of Article 6, Paragraph 2; Articles 7, 10 and 11.

If Customer determines that data privacy laws other than the Act on the Protection of Personal Information of Japan apply in relation to the Services provided by CSC, Customer may elect the application of CSC's CloudFastener International Data Processing Addendum which is attached to these Terms of Use, by executing with CSC by email. For more information, please contact us at the Contact Information: privacy_protection_team@csccloud.co.jp