KYOCERA
Document Solutions

Data Processing Terms and Conditions

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

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

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

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

Article 1 Definitions

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

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

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

1.3 "**GDPR**" means General Data Protection Regulation, the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the Processing of Personal Data and on the free movement of such data, and repealing Directive 95/46/EC, to be directly applicable from the 25th of May 2018 onwards in the member states of the European Union.

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

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

1.6 "**Standard Contractual Clauses**" means the contractual clauses set out in **Annex 2,** amended as indicated under Section 9.

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

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

Article 2 Personal Data Processing

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

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

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

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

Article 3 Sub-Processors

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

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

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

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

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

Article 4 KYOCERA personnel

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

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

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

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

Article 5 Data security and inspection

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

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

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

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

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

Article 6 Data Subject Requests

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

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

Article 7 Personal Data Breach

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

7.2 **Remedy.** To the extent the Personal Data Breach is caused by a violation by KYOCERA or its Sub-Processors of the requirements of these Data Processing Terms, the Agreement or applicable Data Protection Laws, KYOCERA shall, taking into account the nature of the Personal Data Breach and the risk of varying likelihood and severity for the rights and freedoms of natural persons involved, at the instruction of Customer make all efforts to identify and remediate the cause of the Personal Data Breach, to mitigate the risks to the rights and freedoms of natural persons involved and to

further assist Customer with any reasonable request in its compliance with Data Protection Laws on Personal Data Breaches.

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

Article 8 Data Protection Impact Assessments and Prior Consultation

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

Article 9 Standard Contractual Clauses

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

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

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

9.4 **Duration.** The Standard Contractual Clauses with the various Sub-Processors remain in effect until a positive adequacy decision between the EU and the relevant country pursuant to Article 45(3) GDPR, after which the concluded Standard Contractual Clauses pursuant to section 9.1 of these Data Processing Terms become null and void.

Article 10 Deletion and return

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

Article 11 Liability

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

Article 12 Preference over Agreement

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

ANNEX 1(a): KYOCERA Fleet Services

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

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

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

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

ANNEX 1(b): (Remote) maintenance service

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

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

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

	network, including the end-customer's employees.
The obligations and rights of Customer	The obligations and rights of Customer are set out in the Agreement and these Data Processing Terms.

ANNEX 1(c): License management and activation

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

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

Topic	Description
Subject matter and duration of the Processing of Personal Data	The subject matter and duration of the Processing of the Personal Data are set out in the Agreement and these Data Processing Terms.
The nature and purpose of the Processing of Personal Data	Management of KYOCERA licenses and activation of KYOCERA software, whether or not installed on the (multifunctional) printer ("Device").
The types of Personal Data to be Processed	End-customer contact person name and contact details, Device serial number (in case software is installed on the Device).
The categories of data subjects to whom the Personal Data relates	End-customer contact persons, Devices making a connection to the KYOCERA License Key Server.
The obligations and rights of Customer	The obligations and rights of Customer are set out in the Agreement and these Data Processing Terms.

ANNEX 2: STANDARD CONTRACTUAL CLAUSES

The Standard Contractual Clauses are published in the Privacy & Cookie Centre on www.kyoceradocumentsolutions.eu.

Annex 3: KYOCERA Document Solutions companies

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

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

KYOCERA Document Solutions Europe B.V.
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