Annex D – Country-Specific Terms

Article 1 (Purpose)

1. If the User is incorporated in the United Kingdom or the United States, the following country-specific terms shall take precedence over any conflicting provisions of the MSA.
2. Unless otherwise defined in this Appendix D, the terms used herein shall have the meanings ascribed to them in the MSA. In the event of any inconsistency between definitions, interpretation shall be made in accordance with the order of precedence set forth in the MSA.

Article 2 (Governing Law and Jurisdiction)
With respect to agreements executed with a User incorporated in the United Kingdom or the United States, the governing law and jurisdiction shall be as follows:
In the case of a UK entity: the laws of England and Wales, and the Commercial Court sitting in London.
In the case of a US entity: the laws of the State of New York (excluding conflict of laws principles), and the U.S. District Court for the Southern District of New York.

Article 3 (Data Protection and DPA)
The Company shall comply with all applicable data protection laws, including but not limited to the General Data Protection Regulation (EU GDPR and UK GDPR) and the California Consumer Privacy Act (CCPA).
If the User is incorporated in the United Kingdom or the United States, a separate Data Processing Agreement (DPA), based on the Company's standard form, shall be executed. In the event of any conflict between the DPA and the MSA or the Service Agreement, the DPA shall prevail.

Article 4 (Compliance with Trade Secret Protection Laws)
The Company and the User shall, with respect to any trade secrets or other non-public confidential information disclosed under the MSA or the Service Agreement, comply with the confidentiality obligations set forth in Article 8 of the MSA, as well as with all applicable trade secret protection laws (including but not limited to the UK Trade Secrets Regulations 2018 and the US Defend Trade Secrets Act of 2016).
Each party shall implement reasonable technical and organizational measures to prevent unauthorized access to, use of, or disclosure of such confidential information.
The term "Confidential Information" shall be interpreted in accordance with the definition provided in Article 8 of the MSA.

Article 5 (Language Priority)
For the MSA entered into with a User incorporated in the United Kingdom or the United States, the English version of this Agreement shall be the official and controlling version. The Japanese version is provided for reference only. In the event of any inconsistency between the two versions, the English version shall prevail.