

## China Service Customer Data Processing Addendum 中国区服务客户数据处理附录

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This Data Processing Addendum (“**DPA**”) is incorporated into and made a part of the Base Agreement between DCC and Customer for the China Service (together with all expressly incorporated addenda, policies, exhibits, attachments, Order Forms, and other terms, the “**Agreement**”). All capitalized terms used but not defined in this DPA have the meanings set forth in the Base Agreement.

本数据处理附录(以下简称“**DPA**”)已纳入 DCC 和客户之间关于中国区服务的基础协议(连同所有明确收录的附录、策略、附表、附件、订单和其他条款, 统称“协议”), 并成为其一部分。对于本 DPA 中使用但未定义的所有首字母大写术语, 其定义见基础协议。

### 1. 定义

#### Definitions

“**Account**” means Customer’s account in the China Service in which Customer stores and Processes Customer Data.

“账户”指适用的中国区服务中的客户账户, 客户在其中存储和处理客户数据。

“**Affiliate**” has the meaning set forth in the Base Agreement.

“关联机构”的定义同基础协议。

“**Authorized Affiliate**” shall mean a Customer Affiliate who has not signed an Order Form pursuant to the Base Agreement but is either a Data Controller or Data Processor for the Customer Personal Information processed by DCC pursuant to the Base Agreement, for so long as such entity remains a Customer Affiliate.

“授权的关联机构”是指未根据基础协议签署订单, 但在 DCC 根据基础协议处理客户个人信息时作为数据控制方或数据处理方的客户关联机构, 只要此等实体仍是客户关联机构。

“**China Service**” has the meaning set forth in the Base Agreement.

“中国区服务”的定义同基础协议。

“**China Service Offerings**” has the meaning set forth in the Base Agreement.

“中国区服务产品”的定义同基础协议。

“**Customer Data**” has the meaning set forth in the Base Agreement.

“客户数据”的定义同基础协议。

“**Customer Personal Information**” means any Customer Data that is Personal Information.

“客户个人信息”指任何属于个人信息的客户数据。

“**Data Controller**” means an entity that determines the purposes and means of the Processing of Personal Information.

“数据控制方”指确定处理个人信息的目的和方式的实体。

“**Data Processor**” means an entity that Processes Personal Information on behalf of a Data Controller.

“数据处理方”指代表数据控制方处理个人信息的实体。

“**Data Protection Laws**” means all data protection and privacy laws applicable to the respective Party in its role in the Processing of Personal Information under the Agreement, including applicable PRC Laws (e.g., the Personal Information Protection Law of the PRC and its implementing rules and standards).

“数据保护法”指适用于各方根据本协议处理个人信息的所有数据保护和隐私法律, 包括适用的中国法律(如《中华人民共和国个人信息保护法》及其实施细则和标准)。

“**Data Subject**” means the identified or identifiable natural person to whom Customer Personal Information relates.

“数据主体”指与客户个人信息相关的已识别或可识别的自然人。

**“Personal Information”** means various kinds of information related to identified or identifiable natural persons recorded by electronic or other means, excluding anonymized information, but including similarly defined terms in Data Protection Laws (e.g., ‘personal data’ as defined in the European General Data Protection Regulation 2016/679, also known as the “GDPR”).

“个人信息”指通过电子或其他方式记录的、与已识别或可识别自然人相关的各类信息，不包括匿名信息，但包括数据保护法中类似定义的术语（例如，欧洲通用数据保护条例 2016/679（又称“GDPR”）中定义的“个人数据”）。

**“Processing”** has the meaning ascribed to it under Data Protection Laws, including the collection, storage, use, processing, transmission, provision, disclosure, and deletion of Personal Information, and “Process,” “Processes” and “Processed” will be interpreted accordingly.

“处理”具有数据保护法规定的含义，包括个人信息的收集、存储、使用、处理、传输、提供、披露和删除，“处理”的名词、动词、被动语态表述据此相应解释。

**“Purposes”** shall mean (i) DCC’s provision of the China Service Offerings as described in the Agreement, including Processing initiated by Users in their use of the China Service Offerings; and (ii) further documented, reasonable instructions from Customer agreed upon by the Parties.

“目的”是指：(i) DCC 按本协议所述提供的中国区服务产品，包括用户在使用中国区服务产品时起始的处理；以及(ii) 来自客户的进一步由书面记录，合理的，并且经过双方同意的指示。

**“Security Incident”** means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of or access to Customer Personal Information.

“安全事件”指破坏安全的情况，导致客户个人信息被意外或非法破坏、丢失、篡改、未经授权披露或访问。

**“Sensitive Personal Information”** means Personal Information: (i) that can easily lead to the infringement of the personal dignity of natural persons or the harm of personal or property safety once leaked or illegally used, including such information as biometrics, religious belief, specific identities, medical health, financial accounts, and whereabouts, and the personal information of minors under the age of 14; or (ii) defined as ‘sensitive personal data,’ ‘sensitive personal information,’ or similarly under applicable Data Protection Laws, including ‘special categories of personal data’ as defined by the GDPR.

“敏感个人信息”是指：(i) 一旦泄露或被非法使用，容易导致自然人的个人尊严受到侵犯或人身、财产安全受到损害的个人信息，包括生物识别特征、宗教信仰、特定身份、医疗健康、金融账户、行踪去向等信息，以及 14 岁以下未成年人的个人信息；或者(ii) 根据适用的数据保护法被定义为“敏感个人数据”、“敏感个人信息”或类似表述，包括 GDPR 定义的“特殊类型个人数据”。

**“Sub-processor”** means any other Data Processors engaged by DCC to Process Customer Personal Information, including Snowflake China and other members of the Snowflake Group.

“子处理方”指 DCC 聘用的、处理客户个人信息的任何其他数据处理方，包括 Snowflake 中国和 Snowflake 集团的其他成员机构。

**“Account”** means Customer’s account in the China Service in which Customer stores and Processes Customer Data.

- 2. Scope and Applicability of this DPA.** This DPA applies where and only to the extent that DCC Processes Customer Personal Information on behalf of Customer as Data Processor in the course of providing the China Service Offerings.

本 DPA 的范围和适用性。本 DPA 适用于 DCC 在提供中国区服务方案的过程中作为数据处理方代客户处理客户个人信息的情况。

### 3. Roles and Scope of Processing

#### 职责和处理范围

- 3.1. Role of the Parties.** As between DCC and Customer, DCC shall Process Customer Personal Information only as a Data Processor (including as a Sub-processor) acting on behalf of Customer, in each case regardless of whether Customer acts as a Data Controller or as a Data Processor on behalf of a third-party Data Controller (such third-party, the “**Third-Party Controller**”) with respect to Customer Personal Information. To the extent any Usage Data is considered Personal Information under applicable Data Protection Laws, DCC is the Data Controller of such data and shall Process such data in accordance with the Agreement and applicable Data Protection Laws.

各方的角色。在 DCC 和客户之间, DCC 应仅作为代表客户的数据处理方(包括作为子处理方)处理客户个人信息, 无论对于客户个人信息而言客户是作为数据控制方还是作为代表第三方数据控制方(此等第三方被称为“第三方控制方”)的数据处理方。根据适用的数据保护法, 任何使用情况数据均被视为个人信息, DCC 是此等数据的数据控制方, 应根据本协议和适用的数据保护法处理此等数据。

- 3.2. Customer Instructions.** DCC will Process Customer Personal Information only for the Purposes. Customer shall ensure its Processing instructions are lawful and that the Processing of Customer Personal Information in accordance with such instructions will not violate applicable Data Protection Laws. The Parties agree that the Agreement (including this DPA) (i) sets out the exclusive and final instructions to DCC for all Processing of Customer Personal Information, and (ii) includes and is consistent with all applicable instructions from Third-Party Controllers. Any additional requested instructions require the prior written agreement of DCC. Where applicable, Customer shall be responsible for any communications, notifications, assistance and/or authorizations that may be required in connection with a Third-Party Controller.

客户指示。DCC 将仅出于本DPA定义的目的处理客户个人信息。客户应确保其处理指示是合法的, 并且根据此等指示处理客户个人信息不会违反适用的数据保护法。双方同意, 本协议(包括本 DPA) (i) 规定了就所有的客户个人信息处理对DCC的唯一和最终指示, (ii) 包括并与所有第三方控制方发出的适用指示相符。向DCC提出任何其他指示须事先获得 DCC 的书面同意。在适用情况下, 任何与第三方控制方相关的可能需要的沟通、通知、协助和 / 或授权应由客户负责。

- 3.3. Customer Affiliates.** DCC’s obligations set forth in this DPA also extend to Authorized Affiliates, subject to the following conditions;

客户关联机构。本 DPA 中规定的 DCC 义务也适用于授权关联机构, 但须符合以下条件:

- (a) Customer must exclusively communicate any additional Processing instructions requested pursuant to 3.2 directly to DCC, including instructions from its Authorized Affiliates;

任何根据第 3.2 条要求的任何额外处理指示必须且仅可由客户向DCC直接传达, 包括来自其授权关联机构的指示;

- (b) Customer shall be responsible for Authorized Affiliates’ compliance with the Data Protection Laws and this DPA and all acts and/or omissions by an Authorized Affiliate with respect to Customer’s obligations in this DPA shall be considered the acts and/or omissions of Customer; and

客户应负责确保授权关联机构遵守数据保护法和本 DPA, 且与本 DPA 规定的客户义务相关的、来自授权关联机构的所有行为和 / 或不作为应视为客户的行为和 / 或不作为; 以及

- (c) Authorized Affiliates shall not bring a claim directly against DCC. If an Authorized Affiliate seeks to assert a legal demand, action, suit, claim, proceeding or other forms of complaints or proceedings against DCC ("**Authorized PRC Affiliate Claim**"): (i) Customer must bring such Authorized Affiliate Claim directly against DCC on behalf of such Authorized Affiliate, unless Data Protection Laws require the Authorized Affiliate be a party to such claim; and (ii) all Authorized Affiliate Claims shall be considered claims made by Customer and shall be subject to any liability restrictions set forth in the Agreement, including any aggregate limitation of liability.

授权关联机构不得直接向 DCC 提出索赔。如果授权关联机构试图对 DCC 提出法律要求、诉讼、起诉、索赔、程序或其他形式的投诉或诉讼("中国大陆授权关联机构索赔"): (i) 客户必须代表此等授权关联机构直接向 DCC 提出此等授权关联机构索赔, 除非数据保护法要求授权关联机构成为此等索赔的一方; 以及(ii) 所有授权关联机构索赔应视为客户提出的索赔, 并应遵守本协议中规定的任何责任限制, 包括任何责任限制总和。

**3.4. Processing of Personal Information.** Each Party will comply with its respective obligations under Data Protection Laws. Customer agrees (i) it will use the China Service in a manner designed to ensure a level of security appropriate to the particular content of the Customer Personal Information, such as pseudonymizing and backing-up Customer Personal Information; and (ii) it has obtained all consents, permissions and/or rights necessary under Data Protection Laws for DCC to lawfully Process Customer Personal Information for the Purposes, including, and only to the extent applicable, Customer's sharing and/or receiving of Customer Personal Information with third parties via the China Service.

个人信息处理。各方将按照数据保护法的规定遵循各自的义务。客户同意: (i) 客户将以能确保采用与客户个人信息具体内容相符的安全级别的方式, 例如假名化和备份客户个人信息, 使用中国区服务将; 以及(ii) 客户已根据数据保护法获得所有必要的同意、许可和 / 或权利, 以便 DCC 出于本DPA所定义的目的合法处理客户个人信息, 此等处理包括(但仅在适用的范围内) 客户通过中国区服务与第三方共享和 / 或接收客户个人信息。

### 3.5. Details of Data Processing.

数据处理详情。

- (a) Subject matter: The subject matter of the Processing under this DPA is the Customer Personal Information.

对象: 本 DPA 规定的处理对象为客户个人信息。

- (b) Frequency and duration: Notwithstanding the expiration or termination of the Agreement, DCC will Process the Customer Personal Information continuously and until deletion of all Customer Personal Information as described in this DPA.

频率和期限: 即使本协议到期或终止, DCC 仍将继续处理客户个人信息, 直至本 DPA 中所述的所有客户个人信息被删除。

- (c) Purposes: DCC will Process the Customer Personal Information only for the Purposes, as described in this DPA.

目的: DCC 处理客户个人信息的目的仅限于本 DPA 所述的目的。

- (d) Nature of the Processing: DCC will perform Processing as needed for the Purposes, and to comply with Customer's Processing instructions as provided in accordance with the Agreement, including this DPA.

处理的性质: DCC 将根据目的的需要进行处理, 并遵守客户根据本协议(包括本DPA)提供的处理指示。

- (e) Retention Period: The period for which Customer Personal Information will be retained and the criteria used to determine that period is determined by Customer during the term of the Agreement via Customer's use and configuration of the China Service. Upon termination or expiration of the Agreement, Customer may retrieve or delete Customer Personal Information as described in the Agreement. Any Customer Personal Information not deleted by Customer shall be deleted by DCC promptly upon the later of (i) expiration or termination of the Agreement and (ii) expiration of the Retrieval Period.

保留期限: 客户个人信息的保留期限以及确定该期限的标准由客户在本协议有效期内通过中国区服务的使用和配置决定。在协议终止或到期时, 客户可按照协议中的规定检索或删除客户个人信息。任何未被客户删除的客户个人信息应由 DCC 在(i)本协议到期或终止或(ii)检索期到期(以(i)和(ii)中较晚到期者为准)后立即删除。

- (f) Categories of Data Subjects: The categories of Data Subjects to which Customer Personal Information relate are determined and controlled by Customer in its sole discretion, and may include, but are not limited to:

数据主体类别: 与客户个人信息相关的数据主体类别由客户自行决定和控制, 可能包括但不限于:

- (i) Prospects, customers, business partners and vendors of Customer (who are natural persons);

客户的潜在顾客、顾客、业务合作伙伴和供应商(为自然人);

- (ii) Employees or contact persons of Customer's prospects, customers, business partners and vendors; and/or

客户的潜在顾客、顾客、业务合作伙伴和供应商的雇员或联系人; 和 / 或

- (iii) Employees, agents, advisors, and freelancers of Customer (who are natural persons).

客户的雇员、代理、顾问和自由职业者(为自然人)。

- (g) Categories of Personal Information: The types of Customer Personal Information are determined and controlled by Customer in its sole discretion, and may include, but are not limited to:

个人信息类别: 客户个人信息的类型由客户自行决定和控制, 可能包括但不限于:

- (i) Identification and contact data (name, address, title, contact details);

身份和联系数据(姓名、地址、职务、联系方式);

- (ii) Financial information (credit card details, account details, payment information);

财务信息(信用卡具体信息、账户具体信息、支付信息);

- (iii) Employment details (employer, job title, geographic location, area of responsibility); and/or

就业详情(雇主、职位、地理位置、职责范围); 和 / 或

- (iv) IT information (IP addresses, cookies data, location data).

IT 信息(IP 地址、cookies 数据、位置数据)。

- (h) Categories of Sensitive Personal Information (if applicable): Subject to any applicable restrictions and/or conditions in the Agreement or Documentation, Customer may also include

Sensitive Personal Information in Customer Personal Information, the extent of which is determined and controlled by Customer in its discretion.

敏感个人信息类型(如适用):受制于本协议或中国区服务文档中的任何适用限制和 / 或条件, 客户也可在客户个人信息中包含敏感个人信息, 其范围由客户自行决定和控制。

#### 4. Sub-processing

##### 子处理

- 3.1. **Authorized Sub-processors.** Customer provides DCC with its consent for DCC to engage Sub-processors, subject to Section 4.3 (Changes to Sub-processors), as well as consent for DCC's current Sub-processors listed at DCC's website for the China Service ("**Sub-processor Site**") as of the effective date of this DPA.

授权子处理方。客户向 DCC 提供许可, 同意 DCC 根据第 4.3 条(子处理方的变更)聘用子处理方, 并同意 DCC 自本 DPA 生效之日起, 使用 DCC 中国区服务网站("子处理方网站")中列出的 DCC 当前子处理方。

- 3.2. **Sub-processor Obligations.** DCC shall: (i) enter into a written agreement with each Sub-processor imposing data protection obligations no less protective of Customer Personal Information as DCC's obligations under this DPA to the extent applicable to the services provided by the Sub-processor; and (ii) remain liable for each Sub-processor's compliance with the obligations under this DPA. Upon written request, and subject to any confidentiality restrictions, DCC shall provide Customer all relevant information it reasonably can in connection with its applicable Sub-processor agreements where required to satisfy Customer's obligations under Data Protection Laws.

子处理方的义务。DCC 应: (i) 与每个子处理方签订书面协议, 规定在适用于子处理方提供的服务的范围内, 子处理方对客户个人信息的保护义务不低于 DCC 在本 DPA 下的义务; 以及(ii)对每个子处理方遵守本 DPA 规定的义务负责。应客户的书面要求, 在遵守任何保密限制的前提下, DCC应向客户提供所有其能够合理提供的、涉及适用的子处理方协议的所有相关信息, 以履行数据保护法中规定的客户义务。

- 3.3. **Changes to Sub-processors.** DCC shall make available on its Sub-processor Site a mechanism to subscribe to notifications of new Sub-processors. DCC shall provide such notification to those emails that have subscribed at least twenty-eight (28) days in advance of allowing the new Sub-processor to Process Customer Personal Information (the "**Objection Period**"). During the Objection Period, objections (if any) to DCC's appointment of the new Sub-processor must be provided to DCC in writing and based on reasonable grounds. In such event, the Parties will discuss those objections in good faith with a view to achieving resolution. If it can be reasonably demonstrated to DCC that the new Sub-processor is unable to Process Customer Personal Information in compliance with the terms of this DPA and DCC cannot provide an alternative Sub-processor, or the Parties are not otherwise able to achieve resolution as provided in the preceding sentence, Customer, as its sole and exclusive remedy, may terminate the Order Forms with respect to only those aspects which cannot be provided by DCC without the use of the new Sub-processor by providing advance written notice to DCC of such termination. DCC will refund Customer any prepaid unused fees of such Order Forms following the effective date of such termination.

子处理方的变更。DCC 应在其子处理方网站上提供订阅新子处理方通知的机制。DCC 应在允许新的子处理方处理客户个人信息之前至少二十八(28)天("异议期"), 向已订阅通知的电子邮件提供此等通知。在异议期内, 对 DCC 指派新的子处理方的反对意见(如有)必须以书面形式提交给 DCC, 并基于合理的理由。在此情况下, 双方将本着诚意讨论相关异议, 以期解决问题。如果可以向 DCC 合理证明, 新的子处理方无法按照本 DPA 的条款处理客户个人信息, 且 DCC 无法提供替代的子处理方, 或者双方无法按照前一句的规定达成解决方案, 则作为其唯一且排他性的补救措施, 客户可以提前书面通知 DCC 终止订单, 但仅限于 DCC 在不使用新的子处理方的情况下无法提供的部分。DCC 将在此等终止的生效日期后向客户退还任何预付但未使用的此等订单费用。

## 5. Security

### 安全

- 5.1. Security Measures.** DCC shall implement and maintain appropriate technical and organizational security measures designed to protect Customer Personal Information from Security Incidents and to preserve the security and confidentiality of the Customer Personal Information as described in the Security Addendum. DCC may review and update its Security Addendum from time to time, provided that any such updates shall not materially diminish the overall security of the China Service or Customer Personal Information.

安全措施。DCC 应实施并维持恰当的技术和组织安全措施，以保护客户个人信息免遭安全事故，并维护 Security Addendum (安全附录) 中所述的客户个人信息的安全性和保密性。DCC 可不时审查和更新其安全附录，但任何此等更新不得严重削弱中国区服务或客户个人信息的整体安全性。

- 5.2. Confidentiality of Processing.** DCC shall ensure that any person who is authorized by DCC to Process Customer Personal Information (including its staff, agents and subcontractors) shall be under an appropriate obligation of confidentiality (whether a contractual or statutory duty).

处理的保密性。DCC 应确保任何经 DCC 授权处理客户个人信息的人(包括其员工、代理和分包商)承担恰当的保密义务(无论是合同义务还是法定义务)。

- 5.3. No Assessment of Customer Personal Information by DCC.** DCC shall have no contractual obligation to assess the contents or accuracy of Customer Personal Information, including to identify information subject to any specific legal, regulatory, or other requirement. Customer is responsible for making an independent determination as to whether its use of the China Service will meet Customer's requirements and legal obligations under Data Protection Laws.

DCC 不对客户个人信息进行评估。DCC 没有合同义务评估客户个人信息的内容或准确性，包括识别受任何特定法律、法规或其他要求约束的信息。客户有责任独立决定其使用中国区服务是否符合客户的要求以及数据保护法规定的法律义务。

## 6. Customer Audit Rights

### 客户审计权

- 6.1.** Upon written request of Customer and approval by DCC, DCC shall provide Customer, and/or its appropriately qualified third-party representative (collectively, the “**Auditor**”), access to reasonably requested documentation evidencing DCC's compliance with its obligations under this DPA in the form of the relevant reports, audits or certifications listed in the Security Addendum, such as DCC's achievement of MLPS 2.0 Level 3 based upon GB/T 22239-2019 (collectively, the “**Reports**”). If additional charges or costs are incurred due to the Customer's request, the Parties will negotiate the payment of these charges or costs separately.

根据客户的书面请求并经 DCC 批准，DCC 应向客户和 / 或其具有恰当资格的第三方代表(统称为“审计方”)提供其合理要求的文件，通过安全附录中列出的相关报告、审计或认证，例如 DCC 依据 GB/T 22239-2019 达到 MLPS 2.0 Level 3(统称为“报告”)以证明 DCC 遵守本 DPA 规定的义务。如果因客户要求而产生额外费用或成本，双方将另行协商支付此等费用或成本。

- 6.2.** Customer may also send a written request for an audit of DCC's applicable controls, including inspection of its facilities. Following receipt by DCC of such request, DCC and Customer shall mutually agree in advance on the details of the audit, including the reasonable start date, scope and duration of, and security and confidentiality controls applicable to, any such audit. DCC may charge a fee (rates shall be reasonable, taking into account the resources expended by DCC) for any such audit. The Reports, audit, and any information arising therefrom shall be considered DCC's or its third-party service providers' or partners' Confidential Information and may only be shared with a third-party (including a Third-Party Controller) with DCC's prior written agreement.

客户也可以书面要求对 DCC 的适用控制措施进行审计, 包括检查其设施。在 DCC 收到此等请求后, DCC 和客户应事先共同商定审计的细节, 包括合理的开始日期、范围和持续时间, 以及适用于任何此等审计的安全和保密控制措施。DCC 可就任何此等审计收取费用(费率应合理, 并考虑到 DCC 所花费的资源)。报告、审计以及由此产生的任何信息应视为 DCC 或其第三方服务提供商或合作伙伴的机密信息, 只有在 DCC 事先书面同意的情况下, 方可与第三方(包括第三方控制方)共享。

- 6.3.** Where the Auditor is a third-party, the Auditor may be required to execute a separate confidentiality agreement with DCC prior to any review of Reports or an audit of DCC, and DCC may object in writing to such Auditor, if in DCC's reasonable opinion, the Auditor is not suitably qualified or is a direct competitor of DCC or of DCC's third-party service providers or partners. Any such objection by DCC will require Customer to either appoint another Auditor or conduct the audit itself. Any expenses incurred by an Auditor in connection with any review of Reports or an audit shall be borne exclusively by the Auditor.

如果审计方是第三方, 在对报告进行任何审计或对 DCC 进行审计之前, 审计方需要与 DCC 签订单独的保密协议; 如果 DCC 合理地认为审计方不具备恰当的资格, 或者此等审计方是 DCC 或 DCC 的第三方服务提供商或合作伙伴的直接竞争对手, DCC 可以书面形式反对使用此等审计方。如 DCC 提出任何此等异议, 客户须指定另一审计方或自行进行审计。审计方在审核报告或审计过程中产生的任何费用应完全由审计方承担。

## 7. Data Transfers

### 数据传输

- 7.1. Hosting and Processing Locations.** DCC will only host Customer Personal Information in the regions offered by DCC and selected by Customer on an Order Form or as Customer otherwise configures via the China Service (the "Hosting Region"). Customer is solely responsible for the Hosting Regions from which its Users access the Customer Personal Information, for any transfer or sharing of Customer Personal Information by Customer or its Users and, if applicable, for any subsequent designation of other Hosting Regions (either for the same Account, a different Account, or a separate China Service). Once Customer has selected a Hosting Region, DCC will not Process Customer Personal Information from outside the Hosting Region except as reasonably necessary to provide the China Service Offerings procured by Customer, or as necessary to comply with the law or binding order of a governmental body.

托管和数据处理位置。DCC 仅在 DCC 提供的、客户在订单上选择的或客户通过中国区服务另行配置的区域("托管区域")托管客户个人信息。客户对其用户访问客户个人信息的托管区域, 客户或其用户对客户个人信息的任何传输或共享, 以及(如适用)后续对其他托管区域的任何指定(无论是为同一账户、不同账户还是另一个单独的中国区服务)负有全部责任。一旦客户选择了托管区域, DCC 将不会在托管地区以外处理客户个人信息, 除非是为提供客户采购的中国区服务产品所合理需要的, 或者是为遵守法律或政府机构有约束力的命令所必需的。

- 7.2. Requirements Prescribed by Data Protection Laws.**

数据保护法规定的要求。

- 7.2.1. Transfer Mechanisms and/or Contract Clauses Prescribed by Data Protection Laws.** If Data Protection Laws have prescribed specific mechanisms for the transfer of Customer Personal Information to DCC and/or contract clauses for Processing of Customer Personal Information by DCC (collectively, a "Transfer Mechanism"), DCC shall make such specific Transfer Mechanism available (to the extent generally supported by DCC) at DCC's website for the China Service (the "Transfer Mechanism Site"). A Transfer Mechanism shall not apply and shall not be incorporated into this DPA if it is not applicable to (i) transfers from Customer to DCC (including where no such transfer occurs), or (ii) Processing by DCC of Customer Personal Information. If a listed Transfer Mechanism is, or becomes applicable under Data Protection Laws, it shall be deemed to be signed by the Parties and is incorporated into this DPA. Subject to Section 7.2.2 (Updates Regarding Transfer Mechanism Site) below, DCC may only remove an applicable Transfer Mechanism if the Transfer Mechanism has ceased being valid under the Data Protection Law or DCC is offering an alternative, then-currently valid Transfer Mechanism.

数据保护法规定的传输机制和 / 或合同条款。如果数据保护法规定了向 DCC 传输客户个人信息的具体机制和 / 或 DCC 处理客户个人信息的合同条款(统称“传输机制”), DCC 应在 DCC 中国区服务网站(“传输机制网站”)上提供此等具体的传输机制(在 DCC 普遍支持的范围内)。如果传输机制不适用于:(i) 客户向 DCC 的传输(包括未发生此等传输的情况), 或(ii) DCC 对客户个人信息的处理, 则该传输机制不适用, 也不应纳入本 DPA。如果根据数据保护法, 所列传输机制适用, 则应视为双方已签署此等传输机制, 并纳入本 DPA。根据下文第 7.2.2 节(传输机制网站的更新), DCC 只有在传输机制根据数据保护法不再有效或 DCC 提供替代的、当时有效的传输机制的情况下, 才可以取消适用的传输机制。

**7.2.2.Updates Regarding Transfer Mechanism Site.** DCC shall notify Customer of changes to its Transfer Mechanisms by updating the Transfer Mechanism Site and posting a summary and date of the relevant changes.

传输机制网站的更新。DCC 应通过更新传输机制网站并发布相关变更的摘要和日期, 通知客户传输机制的变更。

## 8. Security Incident Response

### 安全事件响应

**8.1. Security Incident Reporting.** If DCC becomes aware of a Security Incident, DCC shall notify Customer without undue delay, and in any case, where feasible, within seventy-two (72) hours after becoming aware. DCC's notification shall be sent to the email registered by Customer within the China Service for such purposes, and where no such email is registered, Customer acknowledges that the means of notification shall be at DCC's reasonable discretion (which may include using the Customer-designated email address associated with the OrgAdmin or AccountAdmin roles of the affected Accounts), and DCC's ability to timely notify shall be negatively impacted. DCC shall promptly take reasonable steps to contain, investigate, and mitigate any Security Incident.

安全事件报告。如果 DCC 发现安全事件, DCC 应及时通知客户, 不得无故延误;在任何的情况下, 如果可行, 应在发现后七十二(72)小时内通知客户。DCC 的通知应发送到客户在中国区服务内为此等目的注册的电子邮箱, 如果没有注册此等电子邮箱, 客户知晓通知方式应由 DCC 合理决定(可能包括使用由客户制定的受影响账户的组织管理员或账户管理员的电子邮箱地址), 且 DCC 及时通知的能力将受到负面影响。DCC 应及时采取合理措施控制、调查和缓解任何安全事件。

**8.2. Security Incident Communications.** DCC shall provide Customer timely information about the Security Incident, including the nature and consequences of the Security Incident, the measures taken and/or proposed by DCC to mitigate or contain the Security Incident, the status of DCC's investigation, a contact point from which additional information may be obtained, and the categories and approximate number of data records concerned. Notwithstanding the foregoing, Customer acknowledges that because DCC personnel may not have visibility to the content of Customer Personal Information, it is unlikely DCC can provide information as to the particular nature of the Customer Personal Information, or where applicable, the identities, number or categories of affected Data Subjects. Communications by or on behalf of DCC with Customer in connection with a Security Incident shall not be construed as an acknowledgment by DCC of any fault or liability with respect to the Security Incident.

安全事件沟通。DCC 应及时向客户提供有关安全事件的信息, 包括安全事件的性质和后果、DCC 为缓解或控制安全事件而采取和 / 或建议采取的措施、DCC 的调查状况、可提供更多信息的联系人, 以及相关数据记录的类别和大致数量。尽管有前述规定, 客户知晓, 由于 DCC 人员可能无法看到客户个人信息的内容, 因此 DCC 不太可能提供有关客户个人信息的具体性质的信息, 或在适用的情况下, 受影响的数据主体的身份、数量或类别的信息。由 DCC 或代表 DCC 与客户就安全事件进行的沟通不应被解释为 DCC 承认与安全事件有关的任何过失或责任。

## 9. Cooperation

### 合作

**9.1. Data Subject Requests.** DCC shall promptly notify Customer if DCC receives a request from a Data Subject that identifies Customer Personal Information or otherwise identifies Customer, including where the Data Subject seeks to exercise any of its rights under applicable Data Protection Laws (each such request, a “**Data Subject Request**”). The China Service provides Customer with a number of controls that Customer may use to assist it in responding to Data Subject Requests and, subject to the next sentence, Customer will be responsible for responding to any such Data Subject Requests. To the extent Customer is unable to access the relevant Customer Personal Information within the China Service using such controls or otherwise, DCC shall (upon Customer's written request and taking into account the nature of DCC's Processing) provide commercially reasonable cooperation to assist Customer in responding to Data Subject Requests.

数据主体请求。如果 DCC 收到数据主体的请求, 包括数据主体寻求行使其在适用数据保护法下的任何权利的请求(每项此等请求均称为“数据主体请求”), 而该请求识别了客户个人信息或以其他方式识别客户, DCC 应立即通知客户。中国区服务为客户提供了系列控制措施, 客户可使用这些措施协助其回应数据主体请求, 并在遵守下一句的前提下, 客户将负责回应任何此等数据主体请求。如果客户无法使用此等控制或其他方式访问中国区服务中的相关客户个人信息, DCC 应(根据客户的书面请求并考虑到 DCC 处理的性质)提供商业上合理的合作, 以协助客户回应数据主体请求。

**9.2. Personal Information Protection Impact Assessments.** DCC shall provide reasonably requested information regarding the China Service to enable Customer to carry out Personal Information protection impact assessments or prior consultations with data protection authorities as required by Data Protection Laws, so long as Customer does not otherwise have access to the relevant information.

个人信息保护影响评估。在客户无法以其他方式获取相关信息的情况下, DCC 应提供客户合理要求的有关中国区服务的信息, 以便客户根据数据保护法的要求进行个人信息保护影响评估或与数据保护管理机构进行事先磋商。

**9.3. Government & Law Enforcement Inquiries.** If DCC receives a demand to retain, disclose, or otherwise Process Customer Personal Information from law enforcement or any other government and/or public authority (“**Third-Party Demand**”), then DCC shall attempt to redirect the Third-Party Demand to Customer. Customer agrees that DCC can provide information to such third-party to the extent reasonably necessary to redirect the Third-Party Demand to Customer. If DCC cannot redirect the Third-Party Demand to Customer, then DCC shall, to the extent legally permitted to do so, provide Customer reasonable notice of the Third-Party Demand as promptly as feasible under the circumstances to allow Customer to seek a protective order or other appropriate remedy.

政府和执法机关问询。如果 DCC 收到执法机关或任何其他政府和 / 或公共机关的通知, 要求保留、披露或以其他方式处理客户个人信息(“第三方要求”), DCC 应尝试将第三方要求转交给客户。客户同意, DCC 可以在合理必要的范围内向此等第三方提供信息, 以便将第三方要求转交给客户。如果 DCC 无法将第三方要求转交给客户, 则 DCC 应在法律允许的范围内, 在可行的情况下及时向客户提供第三方要求的合理通知, 以便客户寻求保护令或其他恰当的补救措施。

## 10. Relationship with the Agreement

### 与本协议的关系

**10.1.** DCC may update this DPA from time to time, and DCC shall notify Customer of changes to this DPA by posting to DCC's website for the China Service; provided, however, that no such update shall materially diminish the privacy or security of Customer Personal Information.

DCC 可随时更新本 DPA。本 DPA 如有变更, DCC 应在 DCC 的中国区服务网站上公布, 以便通知客户; 但是任何更新均不得严重削弱客户个人信息的隐私或安全性。

**10.2.** Except as provided by this DPA, the Agreement remains unchanged and in full force and effect. If there is any conflict between this DPA and any other terms of the Agreement, this DPA shall

prevail to the extent of that conflict in connection with the Processing of Customer Personal Information.

除本 DPA 另有规定外, 本协议保持不变并具有完全效力。如果本 DPA 与本协议的任何其他条款之间存在任何冲突, 则在与客户个人信息的处理相关的冲突上, 应以本 DPA 为准。

- 10.3.** Notwithstanding anything to the contrary in the Agreement (including this DPA), each Party's and all of its Affiliates' liability, taken together in the aggregate, arising out of or relating to this DPA is subject to the aggregate limitations on liability set out in the Base Agreement. Without limiting the Parties' obligations under the Agreement, each Party agrees that any regulatory penalties incurred by one Party (the "**Incurring Party**") in relation to the Customer Personal Information that arise as a result of, or in connection with, the other Party's failure to comply with its obligations under this DPA or any applicable Data Protection Laws shall count toward and reduce the Incurring Party's liability under the Agreement as if it were liability to the other Party under the Agreement.

即使本协议(包括本 DPA)有任何相反规定, 各方及其所有关联机构因本 DPA 而产生或与之相关的责任的总和受到基础协议中规定的责任限制总和的约束。在不限制本协议规定的各方义务的前提下, 各方同意, 一方("承担方")因另一方未能遵守本 DPA 或任何适用数据保护法规定的义务而产生的或与之相关的、客户个人信息方面的任何监管处罚, 应计入并减少承担方在本协议项下的责任, 视作承担方在本协议项下对另一方的责任。

- 10.4.** In no event will this DPA benefit or create any right or cause of action on behalf of a third party (including a Third-Party Controller), but without prejudice to any rights or remedies that may be available to Data Subjects under Data Protection Laws.

在任何情况下, 本 DPA 都不会使第三方(包括第三方控制方)受益或产生任何权利或诉讼理由, 但不影响数据主体根据数据保护法可能享有的任何权利或补救措施。

- 10.5.** This DPA will be governed by and construed in accordance with governing law and jurisdiction provisions in the Base Agreement.

本 DPA 受基础协议中的准据法和管辖权条款管辖, 并根据其进行解释。