

## DATA PROCESSING GENERAL TERMS AND CONDITIONS

### 数据处理一般条款和条件

This Data Processing General Terms and Conditions (“DPA”) forms a part of the Ecolab3D Program General Terms and Conditions (“General Terms and Conditions”) and is entered into by and between Ecolab Inc. or one or more of its Affiliates and Customer (each a “Party” and collectively the “Parties”). The terms used in this DPA shall have the meanings set forth herein. Terms not otherwise defined herein shall have the meaning given to them in the General Terms and Conditions, unless such term has a specific meaning under Data Protection Law (as defined below), in which case the definition under Data Protection Law shall control. Except as modified herein, the terms of the General Terms and Conditions shall remain in full force and effect.

本《数据处理一般条款和条件》（“DPA”）构成《Ecolab3D 项目一般条款和条件》（“《一般条款和条件》”）的一部分，并由以下双方签订：Ecolab Inc.或其一家或多家关联公司以及客户（单称“一方”，合称“双方”）。本 DPA 中使用的术语应具有本 DPA 中规定的含义。本 DPA 中未另行定义的术语应具有《一般条款和条件》中规定的含义，除非该术语在数据保护法（如下文所定义）项下具有特定含义，在这种情况下，应以数据保护法项下的定义为准。除本 DPA 中修改的内容外，《一般条款和条件》的条款应保持完全效力。

**1. Definitions.** In this DPA, the following terms shall have the meanings set out below and cognate terms under Data Protection Law shall be construed accordingly:

**定义。** 在本 DPA 中，以下术语应具有下文所规定的含义，数据保护法项下的同源术语应作相应解释：

**1.1. “Controller”** shall have the meaning ascribed to it by Data Protection Law or, if there is no such definition in Data Protection Law, it means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of Personal Information.

“**控制者**”应具有数据保护法赋予其的含义，如果数据保护法未作此定义，则系指单独或与他人共同决定个人信息处理目的和方式的自然人或法人、公共机关、机构或其他团体。

**1.2. “Data Protection Law”** means applicable state and international comprehensive data protection laws, including, but not limited to (a) the European Union (“EU”) General Data Protection Regulation (“GDPR”), European Economic Area (“EEA”) laws, and the GDPR as transposed into United Kingdom national law by operation of section 3 of the European Union (Withdrawal) Act 2018 and as amended by the Data Protection, Privacy and Electronic Communications (Amendments, etc.) (EU Exit) Regulations 2019 (“UK GDPR”), together with the United Kingdom Data Protection Act 2018 (collectively “UK Data Protection Law”); (b) the California Consumer Privacy Act Cal. Civ. Code § 1798.100 et seq. (“CCPA”), and similar or other state data protection laws; (c) the Brazilian General Law on the Protection of Personal Data (“LGPD”); and (d) other applicable, comprehensive data protection laws with respect to any Personal Information processed under the General Terms and Conditions.

“**数据保护法**”系指适用的国家和国际全面数据保护法，包括但不限于：（a）欧洲联盟（“欧盟”）《通用数据保护条例》（“GDPR”）、欧洲经济区（“EEA”）法律，以及根据《2018 年欧盟（退出）法案》第 3 条实行并经《2019 年数据保护、隐私和电子通讯（修订等）（退出欧盟）条例》修订而转换为英国国家法律的 GDPR（“英国 GDPR”），连同《2018 年英国数据保护法》（合称“英国数据保护法”）；（b）《加利福尼亚州消费者隐私法案》（《加利福尼亚州民法典》第 1798.100 节及以下各项，“CCPA”）；（c）《巴西通用数据保护法》（“LGPD”）；及（d）其他适用的、针对在《一般条款和条件》项下处理的任何个人信息的全面数据保护法。

**1.3. “Data Subject”** means any identified or identifiable natural person as defined by Data Protection Law.

“**数据主体**”系指数据保护法规定的任何已识别或可识别的自然人。

**1.4. “Personal Information”** means any personal information, as defined by the applicable Data Protection Law (also known as Personal Data or Personally Identifiable Information (“PII”)) and including any sensitive or special categories of data) that is processed under or in connection with the General Terms and Conditions.

“**个人信息**”系指根据《一般条款和条件》或与《一般条款和条件》相关处理的、适用数据保护法定义的任何个人信息（也称为个人数据或个人可识别信息（“PII”），包括任何敏感或特殊类别的数据）。

**1.5. “Process”** (including “process,” “processing,” and associated terms) means any operation or set of operations which is performed upon Personal Information.

“**处理**”（包括“处理”及相关术语）指对个人信息进行的任何操作或一系列操作。

1.6. **“Processor”** shall have the meaning ascribed to it by Data Protection Law or, if there is no such definition in Data Protection Law, it means a natural or legal person, public authority, agency or other body which processes Personal Information on behalf of the Controller.

“**处理者**”具有数据保护法赋予其的含义，如果数据保护法未作该等定义，则系指代表控制着处理个人信息的自然人或法人、公共机关、机构或其他机构。

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

“**安全事件**”系指违反安全规定，导致个人信息意外或非法销毁、丢失、修改、未经授权披露或访问的事件。

1.8. **“Subprocessor”** means any person (including any third party but excluding personnel of Ecolab) appointed by or on behalf of Ecolab to process Personal Information in connection with the General Terms and Conditions.

“**子处理者**”系指 Ecolab 指定或代表 Ecolab 指定根据《一般条款和条件》处理个人信息的任何人（包括任何第三方，但不包括 Ecolab 的员工）。

1.9. The other capitalized and non-capitalized terms used in the DPA shall have the same meaning as in Data Protection Law, and their cognate terms shall be construed accordingly.

DPA 中使用的其他大写和不大写的术语具有数据保护法中相同的含义，其同源术语应作相应的解释。

## 2. Roles of the Parties

### 双方的角色

2.1. The Parties agree that, for the purpose of Data Protection Law, **Customer is the Controller and Ecolab is the Processor in relation to the processing of Personal Information and that such terms will have the meanings accorded to them pursuant to Data Protection Law.**

双方同意，为数据保护法之目的，就处理个人信息而言，**客户为控制者，Ecolab 为处理者，且该等术语具有数据保护法赋予的含义。**

2.2. Where Data Protection Law does not specifically utilize the terms Controller and Processor, the Parties shall be defined by the roles aligning with the cognate terms for Controller and Processor under the particular, applicable Data Protection Law.

如果数据保护法未特别使用控制者和处理者的术语，双方的角色应与特定适用的数据保护法项下的控制者和处理者的同源术语一致。

## 3. Mutual Assurance of Compliance

### 相互保证合规

3.1. Each Party acknowledges and confirms that it will comply with all applicable requirements of Data Protection Law and the terms of this DPA in relation to its processing of Personal Information.

双方知晓并确认，其在处理个人信息时将遵守数据保护法的所有适用要求和本 DPA 的条款。

3.2. **Customer and Ecolab shall be separately responsible for conforming with such statutory data protection provisions as are applicable to each of them, and nothing in the DPA shall relieve a Party of its own statutory obligations.**

**客户和 Ecolab 应各自负责遵守对其适用的法定数据保护条款，DPA 中的任何内容均不免除一方的法定义务。**

## 4. Obligations of Ecolab

### Ecolab 的义务

4.1. Ecolab shall:

Ecolab 应当：

4.1.1 retain, use, disclose, transfer or otherwise process the Personal Information only for the specified purpose of performance under the General Terms and Conditions as set out in Section 8 below;

仅为下文第 8 条规定的《一般条款和条件》项下指定的履行目的保留、使用、披露、传输或以其他方式处理个人信息；

4.1.2. process Personal Information only on documented instructions from Customer (as reflected in the General Terms and Conditions or other written or verbal communication);

仅根据客户的书面指示（如《一般条款和条件》或其他书面或口头沟通中所述）处理个人信息；

**4.1.3.** not sell or “share” Personal Information, as those terms are defined by specific Data Protection Law (e.g. CCPA), including for cross context or targeted advertising (any limitation on “sharing” shall not apply to Ecolab’s use of Subprocessor or other third parties for data processing where necessary to fulfill its obligations under the Program and Terms);

不出售或“共享”个人信息，如特定的数据保护法（如 CCPA）对该等术语进行的定义，包括用于跨场景使用或定向广告（对“共享”的任何限制均不适用于 Ecolab 为履行其在项目和条款项下的义务而使用子处理器或其他第三方进行必要的数据处理）；

**4.1.4.** not retain, use, or disclose Customer’s Personal Information (i) for any purpose other than the business purposes specified in the General Terms and Conditions (including retaining, using, or disclosing the Customer Personal Information for a commercial purpose other than the business purpose specified in the Program) or as otherwise permitted by applicable Data Protection Laws, or (ii) outside of the direct business relationship between Customer and Ecolab;

不在以下情况下保留、使用或披露客户的个人信息：（i）为除《一般条款和条件》中规定的商业目的以外的任何目的（包括为除项目中规定的商业目的以外的商业目的保留、使用或披露客户的个人信息）或适用的数据保护法允许的其他目的保留、使用或披露客户的个人信息，或（ii）在客户与 Ecolab 的直接商业关系之外保留、使用或披露客户的个人信息；

**4.1.5** not combine Customer Personal Information regarding an individual that Ecolab receives from, or on behalf of, Customer with Personal Information that it receives from, or on behalf of, another person, or collects from Ecolab’s own interaction with the individual, provided that Ecolab may combine Customer’s Personal Information to perform any Business Purpose as defined and permitted under applicable Data Protection Law;

不将 Ecolab 从客户或代表客户接收的关于个人的客户个人信息与 Ecolab 从他人或代表他人接收的或从 Ecolab 与个人的互动中收集的个人信息合并，但 Ecolab 可以合并客户的个人信息以执行适用的数据保护法规定和允许的任何商业目的；

**4.1.6.** ensure that persons authorized to process Personal Information have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;

确保被授权处理个人信息的人员已承诺保密或承担适当的法定保密义务；

**4.1.7.** review and implement updates or binding regulatory guidance with respect to new Data Protection Law that are applicable to the General Terms and Conditions;

审议并实施适用于《一般条款和条件》的与新数据保护法相关的更新内容或有约束力的监管指南；

**4.1.8.** make available to Customer all information necessary to demonstrate Ecolab’s compliance with its obligations under the General Terms and Conditions. Customer may, upon reasonable written notice to Ecolab, take reasonable and appropriate steps to stop and remediate any unauthorized use of personal information by Ecolab; and

审议并实施适用于《一般条款和条件》的与新数据保护法相关的更新内容或有约束力的监管指南；

**4.1.9.** promptly, and without undue delay, notify Customer if Ecolab determines that it can no longer meet its obligations under applicable Data Protection Laws.

如果 Ecolab 认为其不再能履行其在适用的数据保护法项下的义务，则立即毫不迟延地通知客户。

**4.2.** The degree to which Ecolab directly receives a Data Subject request concerning a Customer’s Data Subject, Ecolab shall notify Customer of such request. Ecolab shall forward such request to Customer and shall not respond to the Data Subject unless required by law. Upon Customer’s reasonable written request, and the degree to which Customer is unable to fulfill a request without the assistance of Ecolab through available self-service or other options, Ecolab shall provide Customer with reasonable cooperation and assistance to enable a response to Data Subject’s request.

如果 Ecolab 直接收到数据主体关于客户数据主体的请求，Ecolab 应将该请求通知客户。Ecolab 应将该请求转达给客户，除非法律要求，否则不得对数据主体作出答复。经客户合理的书面请求，如果客户在没有 Ecolab 通过可用的自助服务或以其他方式提供协助的情况下无法完成要求，Ecolab 应向客户提供合理的合作和协助，以对数据主体的请求作出答复。

**4.3.** If Ecolab receives a legally binding request or inquiry from a public authority or regulator for disclosure of Personal Information, it shall inform Customer of such request, unless prohibited by law. Ecolab agrees to provide Customer with reasonable assistance regarding such request, taking into account the nature of the processing and information available to Ecolab, including assisting Customer in challenging such request and leveraging any available appeals process.

如果 Ecolab 从公共机关或监管机构收到关于披露个人信息的具有法律约束力的请求或询问，除非法律禁止，否则 Ecolab 应将此请求告知客户。Ecolab 同意根据处理的性质和 Ecolab 可获得的信息，就该等请求向客户提供合理的协助，包括协助客户质疑该等要求，并充分利用任何可用的申诉程序。

- 4.4. As related to its processing of Personal Information, Ecolab shall notify Customer of any other requests or complaints regarding processing under the Program or Terms, including, but not limited to a) any requests or complaints received from Customer's employees or affiliates; or b) any request for disclosure of Personal Information not already defined herein that is related to the Program.

在处理个人信息时，Ecolab 应通知客户有关根据项目或条款进行处理的任何其他请求或投诉，包括但不限于：a) 从客户的雇员或关联公司收到的任何请求或投诉；或 b) 任何与项目有关的、未在本 DPA 中定义的、关于披露个人信息的请求。

- 4.5. Ecolab shall provide reasonable assistance where Customer is required under applicable Data Protection Law to carry out assessments of the impact of the General Terms and Conditions or Program on the protection of Personal Information. In addition, Ecolab shall provide reasonable assistance where Customer is required under applicable Data Protection Law, to consult with a regulator regarding matters related to the processing of Personal Information under the General Terms and Conditions.

当适用的数据保护法要求客户对《一般条款和条件》或项目对个人信息保护的影响进行评估时，Ecolab 应提供合理的协助。此外，当适用的数据保护法要求客户就《一般条款和条件》项下与个人信息处理有关的事项向监管机构进行咨询时，Ecolab 应提供合理的协助。

- 4.6. Customer consents to Ecolab engaging Subprocessors to process Personal Information for the purpose of performance under the General Terms and Conditions. Where Ecolab engages a Subprocessor for carrying out specific Personal Information processing activities as a part of performance under the General Terms and Conditions, Ecolab shall require legally compliant and industry standard data protection obligations based on the services provided and Personal Information processed by Subprocessor. A current list of Ecolab's Subprocessors engaged in Processing of Personal Information on behalf of Customer are provided in Annex II. Ecolab will provide 30 days' notice to Customer prior to engaging a new Subprocessor. If Customer does not object within 30 days to the new Subprocessor, Customer is deemed to have approved Ecolab's engagement of the same.

客户同意 Ecolab 为履行《一般条款和条件》之目的聘用子处理者处理个人信息。作为履行《一般条款和条件》的一部分，如果 Ecolab 聘用子处理者从事特定的个人信息处理活动，Ecolab 应根据子处理者所提供的服务和处理的个人信息，要求其履行符合法律及行业标准的数据保护义务。附件二提供了 Ecolab 代表客户处理个人信息的子处理者的最新清单。在聘用新的子处理者之前，Ecolab 将提前 30 日通知客户。如果客户没有在 30 日内对聘用新的子处理者提出异议，则视为客户已经批准 Ecolab 聘用该子处理者。

## 5. Obligations of Customer

### 客户的义务

- 5.1. Customer shall inform Ecolab without undue delay and comprehensively about any errors or irregularities related to statutory provisions on the processing of Personal Information detected during the course of such processing. Customer shall have sole responsibility for the accuracy, quality, and legality of personal information processed hereunder and the means by which Customer or any relevant Affiliate of Customer collects, stores, processes and transmits such personal information.

客户应毫不延迟地、全面地告知 Ecolab 在处理个人信息的过程中发现的与处理个人信息的法律规定有关的任何错误或违规之处。客户应对本 DPA 项下处理的个人信息以及客户或其关联公司收集、存储、处理和传送该等个人信息的方式的准确性、质量和合法性承担全部责任。

- 5.2. Where required by Data Protection Law, Customer is solely responsible for fulfilling its own notification duties towards Data Subjects, regulators, or other authorities.

在数据保护法要求的情况下，客户应独自负责履行其向数据主体、监管机构或其他主管部门的通知义务。

- 5.3. If Customer receives any complaint, notice, or communication from a regulatory authority which relates to Ecolab's: (i) processing of the Personal Information; or (ii) potential failure to comply with Data Protection Law, Customer shall, to the extent permitted by law, promptly forward the complaint, notice, or communication to Ecolab and, where it relates to processing of Personal Information pursuant to this DPA, provide Ecolab with reasonable cooperation and assistance for responding to such complaint, notice, or communication.

如果客户从监管机构收到任何与 Ecolab 的以下行为有关的投诉、通知或通讯：(i) 个人信息的处理；或 (ii) 可能未遵守数据保护法，客户应在法律允许的范围内，立即将投诉、通知或通讯转发给 Ecolab，如果与根据本 DPA 处理个人信息有关，客户应向 Ecolab 提供合理的合作和协助，以回应该投诉、通知或通讯。

- 5.4 Customer represents and warrants that Customer Data will not include any information deemed to be sensitive under any law or regulation (including any Data Protection Laws), including but not limited to health information, financial

account numbers, any information of the type enumerated in Article 9 of the GDPR, or other similarly sensitive Personal Information. Customer assumes all risk arising from use of any such sensitive information with Program, including the risk of inadvertent disclosure or unauthorized access or use thereto.

客户声明并保证，客户数据中不包括任何法律或法规（包括数据保护法）规定的敏感信息，包括但不限于健康信息、金融账户号码、GDPR 第 9 条列举的任何类型的信息，或其他类似的敏感个人信息。客户承担因项目使用任何该等敏感信息而产生的所有风险，包括无意中泄露或未经授权访问或使用的风险。

## 6. Security

### 安全

- 6.1. Taking into account industry standards, the costs of implementation and 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, Ecolab shall in relation to the Personal Information implement commercially reasonable technical and organizational measures specified in Annex I designed to ensure a level of security appropriate to that risk. In assessing the appropriate level of security, Ecolab shall take account of the risks that are presented by processing, in particular from a Security Incident. The technical and organizational measure applicable to a particular Program are available upon request, pursuant to the security measures described in the General Terms and Conditions and/or the Program.

考虑到行业标准、执行成本、处理的性质、范围、背景和目的，以及对自然人的权利和自由造成不同可能性和严重程度的风险，Ecolab 应就个人信息采取附件一规定的商业上合理的技术和组织措施，以确保与该风险相适应的安全水平。在评估适当的安全水平时，Ecolab 应考虑处理个人信息所带来的风险，特别是安全事件带来的风险。根据《一般条款和条件》和/或项目中所述的安全措施，可应客户要求提供适用于特定项目的技术和组织措施。

- 6.2. If Ecolab learns of a Security Incident related to Personal Information processed under this DPA and/or the General Terms and Conditions, it shall give notification to Customer within a reasonable time. In the event of a Security Incident discovered on Ecolab-controlled systems, Ecolab will (i) investigate the Security Incident, (ii) provide Customer with information about the Security Incident (including, where possible, the nature of the Security Incident, Personal Information impacted by the Security Incident, and contact information of an individual at Ecolab from whom additional can be obtained), and (iii) take reasonable steps to mitigate the effects of, and to minimize any damage resulting from, the Security Incident.

如果 Ecolab 获悉与根据本 DPA 和/或《一般条款和条件》处理的个人信息有关的安全事件，其应在合理时间内通知客户。如果在 Ecolab 控制的系统中发现安全事件，Ecolab 将 (i) 调查安全事件，(ii) 向客户提供有关安全事件的信息（在可能的情况下，包括安全事件的性质、受安全事件影响的个人信息、可向其获得额外信息的 Ecolab 个人的联系信息），以及 (iii) 采取合理措施减轻安全事件的影响，并将安全事件造成的损害降至最低。

- 6.3. If either Party learns of any inadvertent data disclosure or data breach concerning the other Party's data or systems, that Party shall give prompt notification to the other Party, and the Parties shall cooperatively establish a data breach notification and remediation plan, in compliance with Applicable Laws, with the responsibility for such notification and remediation plan being borne according to the Parties' respective, proportionate responsibility for the disclosure or breach and respective obligations under Applicable Laws.

如果任何一方获悉另一方的数据或系统的任何无意中的数据披露或数据泄露，该方应立即通知另一方，并且双方应在遵守适用法律的情况下，合作制定数据泄露通知和补救计划，并且根据双方各自对数据泄露或违约的责任比例以及适用法律规定的各自义务承担此类通知和补救计划的责任。

- 6.4. Ecolab's liability for any Security Incident or any inadvertent data disclosure or data breach shall be subject to the provisions of Sections 4, 12, 13, and 14 of the General Terms and Conditions.

Ecolab 就任何安全事件或任何无意中的数据披露或数据泄露承担的责任应遵守《一般条款和条件》的第 4、12、13 和 14 条的规定。

## 7. International Transfer of Personal Information and the Standard Contractual Clauses

### 个人信息的跨境传输和标准合同条款

- 7.1. If, as a part of the General Terms and Conditions, Ecolab or its Subprocessor(s) will process Personal Information originating from the European Economic Area in a country that has not been found to provide an adequate level of protection under applicable Data Protection Law, the Parties agree to enter into the EU Standard Contractual Clauses ("EU SCCs") and the United Kingdom Standard Contractual Clauses ("UK SCCs" and collectively with the EU SCCs, the "SCCs") as described in this section.

如果作为《一般条款和条件》的一部分，Ecolab 或其子处理者将在一个根据适用的数据保护法未被认定能够提供充分保护的國家处理来源于欧洲经济区的个人信息，双方同意根据本节的规定签订《欧盟标准合同条款》（“欧

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盟标准合同条款” ) 和《英国标准合同条款》 ( “英国标准合同条款” , 与欧盟标准合同条款合称为 “标准合同条款” ) 。

**7.2.** To facilitate transfer to third countries of Personal Information from the EU, Switzerland, or other EEA countries recognizing the sufficiency of the EU SCCs, the Parties agree to enter into the EU SCCs, as implemented by Commission Implementing Decision (EU) 2021/914 and as such EU SCCs may be revised or replaced from time to time. The Parties shall utilize Module 2 of the EU SCCs for controller-to-processor transfers. Customer, as Data Exporter, and Ecolab, as Data Importer, hereby enter into, as of the Effective Date, the EU SCCs Module 2, which are incorporated by this reference and constitute an integral part of this DPA. The Parties are deemed to have accepted and executed the EU SCCs in their entirety, including the appendices. With regard to the EU SCCs, the Parties agree as follows:

为了促进个人信息从欧盟、瑞士或其它承认欧盟标准合同条款充分性的欧洲经济区国家传输至第三国, 双方同意签订欧盟标准合同条款, 该合同条款由欧盟委员会执行 (EU)2021/914 号决定予以实施, 并且该等欧盟标准合同条款可不时进行修订或替换。双方应利用欧盟标准合同条款的模块二进行控制者到处理者的传输。客户 (作为数据输出方) 与 Ecolab (作为数据输入方), 特此于生效日签订欧盟标准合同条款模块二, 该等欧盟标准合同条款经援引纳入本 DPA, 并构成本 DPA 不可分割的一部分。双方被视为已经全部接受并签署了欧盟标准合同条款, 包括附件。对于欧盟标准合同条款, 双方同意如下:

**7.2.1.** Clause 7, “Docking Clause,” shall not apply;

第 7 条, “对接条款” 不适用;

**7.2.2.** Clause 9, Option 2 shall apply and the “time period” shall be thirty (30) days;

第 9 条, 选项 2 应适用, “期限” 应为三十 (30) 日;

**7.2.3.** Neither Party has engaged an independent dispute resolution body as described in Clause 11, and, as such, the optional provision shall not apply;

任何一方均未聘请第 11 条所述的独立争议解决机构, 因此, 该选择性条款不适用;

**7.2.4.** The EU Member State applicable for Option 1 of Clause 17 shall be (1) Germany or (2) the EU Member State in which a dispute between the Parties arises, or the EU Member State where a Data Subject brings a particular action;

适用第 17 条选项 1 的欧盟成员国应为: (1) 德国, 或 (2) 双方发生争议的欧盟成员国, 或数据主体提起特定诉讼的欧盟成员国;

**7.2.5.** The EU Member State applicable for Clause 18 shall be (1) Germany or (2) the EU Member State in which a dispute between the Parties arises, or the EU Member State where a Data Subject brings a particular action;

适用第 18 条的欧盟成员国应为: (1) 德国, 或 (2) 双方发生争议的欧盟成员国, 或数据主体提起特定诉讼的欧盟成员国;

**7.2.6.** Annex I of the EU SCCs shall be deemed completed with the relevant sections of Section 8 of this DPA;

欧盟标准合同条款附件一应被视为已通过本 DPA 第 8 节的相关部分填写完成;

**7.2.7.** Annex II of the EU SCCs shall be deemed completed with the relevant sections of Annex I to this DPA; and

欧盟标准合同条款附件二应被视为已通过本 DPA 附件一的相关部分填写完成; 及

**7.2.8.** Annex III of the EU SCCs shall be deemed completed with the relevant sections of Annex II to this DPA.

欧盟标准合同条款附件三应被视为已通过本 DPA 附件二的相关部分填写完成。

**7.3.** To facilitate transfer of Personal Information from the UK to third countries, the Parties agree to enter into the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses, as issued by the UK’s Information Commissioner’s Officer (“ICO”) under S119A(1) Data Protection Act 2018 (herein referred to as the “UK SCCs”). Customer, as Data Exporter, and Ecolab, as Data Importer, hereby enter into, as of the Effective Date, the UK SCCs, which are incorporated by this reference and constitute an integral part of this DPA. The Parties are deemed to have accepted and executed the UK SCCs in their entirety, including the appendices, with the relevant UK SCC tables deemed completed with the relevant information contained in Section 8 below and the Annexes to this DPA.

为促进个人信息从英国向第三国的传输, 双方同意签订由英国信息专员办公室 ( “ICO” ) 根据《2018 年数据保护法》S119A (1) 发布的欧盟委员会标准合同条款的国际数据传输附录 (以下简称 “英国标准合同条款” ) 。客户 (作为数据输出方) 与 Ecolab (作为数据输入方), 特此于生效日签订英国标准合同条款, 该等英国标准合同

条款经援引纳入本 DPA，并构成本 DPA 不可分割的一部分。双方被视为已全部接受并签署英国标准合同条款，包括附件，且英国标准合同条款的相关表格被视为已通过下文第 8 节以及本 DPA 附件包含的相关信息填写完成。

**7.4. With regard to all international transfers of Personal Information, including, but not limited to the herein referenced SCCs:**

对于所有个人信息的跨境传输，包括但不限于本 DPA 中提及的标准合同条款：

**7.4.1.** At such time as the EU Commission, ICO, an EU Supervisory Authority, or other applicable regulator modifies any of the SCCs or implements new SCCs, such SCCs shall apply upon their effective date. The Parties agree that the references provided herein may be modified to include the new SCCs upon notice by either Party, without the need for subsequent DPA, unless otherwise required by law;

欧盟委员会、ICO、欧盟监督机构或其他适用的监管机构修改任何标准合同条款或实施新标准合同条款时，该等标准合同条款应自其生效日起适用。双方同意，经任何一方通知，本 DPA 中规定的援引可进行修改以纳入新标准合同条款，无需后续 DPA，但法律另有要求的除外；

**7.4.2.** At such time as a country with applicable Data Protection Law established standard contractual clauses or similar documents that must be executed between the Parties, such clauses shall apply on their effective date. The Parties agree that this DPA may be modified to include the new standard contractual clauses upon notice to either Party, without the need for subsequent General Terms and Conditions, unless otherwise required by law; and

如适用数据保护法的国家制定了必须由双方执行的标准合同条款或类似文件，则该等条款应自其生效日起适用。双方同意，经向任何一方通知，本 DPA 可进行修改以纳入新的标准合同条款，无需后续《一般条款和条件》，但法律另有要求的除外；及

**7.4.3.** For Data Protection Law similar to GDPR requiring general terms and conditions for international transfer, but without required standard contractual clauses (e.g. Brazil, South Africa), the Parties agree that this DPA shall provide the required protection and general terms and conditions under said Data Protection Law.

对于要求跨境传输一般条款和条件但不要求标准合同条款的与 GDPR 类似的数据保护法（如巴西、南非），双方同意，本 DPA 应提供该数据保护法项下要求的保护及一般条款和条件。

## **8. Description of Processing**

### **对处理的描述**

**8.1.** The categories of Data Subjects whose Personal Information is processed shall include the following, unless specifically defined in the Program or Terms: staff (e.g. employees, contractors) of Customer.

除非项目或条款中另有明确规定，处理个人信息的数据主体应包括以下类别：客户的工作人员（如雇员、承包商）。

**8.2.** The categories of Personal Information processed shall include the following, unless specifically defined in the Program or Terms: basic contact information (e.g. business email, phone, and address).

除非项目或条款中另有明确规定，处理个人信息的类别应包括以下类别：基本联系信息（如工作电子邮件、电话及地址）。

**8.3.** No Personal Information classified as “sensitive” or “special” under Data Protection Law shall be processed unless specifically defined in a Program or Terms.

除非项目或条款中另有明确规定，否则不得处理数据保护法项下归类为“敏感”或“特殊”的个人信息。

**8.4.** Personal Information shall be processed and transferred on a continuous basis for the Term of the Program and Terms.

应在项目和条款的期限内连续处理和传输个人信息。

**8.5.** The nature of the Personal Information processing shall be defined in the Program and Terms.

处理个人信息的性质应在项目和条款中加以规定。

**8.6.** The purpose(s) of the Personal Information processing and transfer shall be to provide services as described in the General Terms and Conditions and Program.

处理和传输个人信息的目的应为提供《一般条款和条件》和项目中所描述的服务。

**8.7.** The period for which the Personal Information will be retained shall be the Term of the Program or for a shorter period as instructed by Customer.

个人信息的保留期限应为项目的有效期或客户指定的更短期限。

**8.8.** For transfers to Subprocessors, the subject matter and duration of the processing is as outlined above within this Section 8. The nature of the specific subprocessing services is as further described in the Subprocessor List provided by Ecolab.

对于向子处理者的传输，处理的标的和期限如上文第 8 条所述。具体的子处理服务的性质在 Ecolab 提供的子处理者清单中有进一步的描述。

## **9. Term and termination**

### **期限和终止**

**9.1.** This DPA shall have the same term as the General Terms and Conditions.

本 DPA 的期限应与《一般条款和条件》相同。

**9.2.** Without prejudice to any other termination rights that a Party may have under this DPA and/or applicable law, each Party may terminate its participation in this DPA if it finds the other Party is not in compliance with the terms of this DPA, provided that the Party found not in compliance shall have opportunity to cure consistent with the General Terms and Conditions.

在不损害协议一方在本 DPA 和/或适用法律项下可能享有的任何其他终止权利的前提下，如果一方发现另一方未遵守本 DPA 的条款，该方可终止另一方在本 DPA 中的参与，但另一方应有机会按照《一般条款和条件》的规定进行补救。

**9.3.** Upon termination, each Party shall be entitled to keep Personal Information only as may be necessary to fulfill any ongoing purposes or requirements of the General Terms and Conditions. Any Personal Information no longer needed to fulfill ongoing purposes or requirements defined in the General Terms and Conditions may be deleted by Ecolab within 90 days of Termination, with appropriate exception for deletion where backup copies of Personal Information are logically deleted on a longer schedule, or if retention for a longer schedule is required or permitted by Applicable Laws.

终止后，各方有权仅在为实现《一般条款和条件》中的任何持续目的或要求所需的范围内保存个人信息。Ecolab 可在终止后 90 日内删除任何不再需要用于实现《一般条款和条件》中规定的持续目的或要求的个人信息，但个人信息的备份副本在逻辑上被删除需要更长时间的，或适用法律要求或允许更长保存时间的除外。

## **10. Miscellaneous**

### **其他**

**10.1.** This DPA inures to the benefit of the Parties only and no third party shall have any rights hereunder, except as otherwise stated herein.

除本 DPA 另有规定外，本 DPA 仅对双方有利，任何第三方均不享有本 DPA 项下的任何权利。

**10.2.** A determination that any provision of the DPA is invalid or unenforceable shall not affect the other provisions of the DPA. In such case the invalid or unenforceable provision shall automatically be replaced by a valid and enforceable provision that comes closest to the purpose of the original provision. The same shall apply if the DPA contains an unintended gap.

认定 DPA 的任何条款无效或不可执行不应影响 DPA 的其他条款。在这种情况下，无效或不可执行的条款应自动被最接近原条款目的的有效且可执行的条款所取代。如果 DPA 包含非故意的漏洞，则上述规定同样适用。

**10.3** To the extent there is any conflict between the Agreement, this DPA, and/or the SCCs, the various agreements will control in the following order of preference: (i) the SCCs, (ii) this DPA, (iii) the General Terms and Conditions.

如果协议、本 DPA 及/或 SCCs 之间发生任何冲突，则各协议应按照以下优先顺序优先适用：（i）标准合同条款，（ii）本 DPA，（iii）《一般条款和条件》。

**10.4** This DPA is executed in the English language. To the maximum extent permitted by law, in the event a conflict arises between the terms of the English version and any translation into any other language, the terms of the English version shall prevail. Translations of this DPA into any language other than English are for informational purposes only. The Parties agree that this DPA and all documents relating to this DPA are written in the English language and no translation of any such document shall be binding on either Party.

本 DPA 以英文签署。在法律允许的最大范围内，如果英文版本的条款与任何其他语言的译本之间出现冲突，则以英文版本的条款为准。本 DPA 英文以外的其他语言的译本仅供参考之用。双方同意，本 DPA 及所有与本 DPA 相关的文件均以英文书写，任何该等文件的译本对任何一方不具有约束力。



## ANNEX I - TECHNICAL AND ORGANIZATIONAL MEASURES

### 附件一—技术及组织措施

Description of the technical and organizational measures implemented by Ecolab to ensure an appropriate level of security, taking into account the nature, scope, context, and purpose of the processing, and the risks for the rights and freedoms of natural persons:

Ecolab 为确保适当安全水平而实施的技术和组织措施的描述，同时考虑了处理的性质、范围、背景和目的，以及对自然人权利和自由的风险：

#### (A) Control of physical access to premises

对场所的实际访问的控制

Technical and organizational measures to control physical access to premises and facilities, particularly to identify permitted personnel at entry:

为控制对场所和设施的实际访问，特别是在入口处识别获准人员的技术和组织措施：

- Locked doors on all entrances / exits  
在所有出入口安装锁门
- Presence of security personnel  
安保人员在场
- Access control systems  
门禁控制系统
- CCTV systems  
闭路电视监控系统
- Burglar alarm systems  
防盗报警系统

**(B) Control of access to IT systems**  
对 IT 系统访问的控制

Technical and organizational security measures designed to ensure that users with access to the relevant IT systems are identified and authenticated:  
旨在确保可以访问相关 IT 系统的用户得到识别和验证的技术和组织安全措施:

- IT security systems requiring individual users to log in using unique user names  
要求个人用户使用唯一用户名登录的 IT 安全系统
- IT security systems requiring the use of strong / complex passwords  
要求使用强密码/复杂密码的 IT 安全系统
- IT security systems requiring the use of multi-factor authentication  
要求使用多重验证的 IT 安全系统
- Additional system log-in requirements for particular applications  
特殊应用的额外系统登录要求
- Mandatory password changes at fixed intervals  
定期强制更改密码
- Encryption applied to personal data 'in transit'  
对“传输中”的个人数据加密
- Encryption applied to personal data 'at rest'  
对“静止”的个人数据加密
- Automatic locking of IT terminals and devices after periods of non-use, with passwords required to 'wake' the terminal or device  
IT 终端和设备在一段时间不使用后自动上锁，“唤醒”终端或设备时需要密码
- Password databases are subject to strong encryption / hashing  
密码数据库须经过强加密/哈希处理
- Regular audits of security procedures  
安全程序的定期审计
- Training for employees regarding access to IT systems  
对员工进行关于访问 IT 系统的培训

**(C) Control of access to personal data**  
对个人数据访问的控制

Technical and organizational security measures designed to ensure that users with access to the relevant personal data are identified and authenticated:  
旨在确保可以访问相关个人数据的用户得到识别和验证的技术和组织安全措施:

- 'Read' rights for systems containing personal data restricted to specified personnel roles  
对包含个人数据的系统的“阅读权”限于特定人员职位
- 'Edit' rights for systems containing personal data restricted to specified personnel roles or profiles  
对包含个人数据的系统的“编辑权”限于特定人员职位或职务
- Logging of attempts to access systems containing personal data  
对包含个人数据的系统的访问尝试进行日志记录
- Encryption on drives and media containing personal data  
对包含个人数据的驱动器和媒体进行加密
- Training for employees regarding access to personal data  
对员工进行关于访问个人数据的培训

**(D) Control of disclosure of personal data**  
对个人数据披露的控制

Technical and organizational measures to securely transfer, transmit and communicate or store data on data media and for subsequent checking:  
为安全地传输、传送、交流或在数据媒体上存储数据，并供随后检查而采取的技术和组织措施：

- Restrictions on transfer rights for systems containing personal data**  
对包含个人数据的系统传输权的限制
- Secure data networks**  
对数据网络的安全保护
- Encryption for systems used to send personal data**  
对发送个人数据的系统进行加密
- SSL encryption for all internet access portals**  
对所有互联网访问门户进行 SSL 加密
- Protection of data storage media and containers during physical transport**  
在实际运输过程中保护数据存储介质和容器
- Training for employees regarding transfers of personal data**  
对员工进行关于个人数据传输的培训

**(E) Control of input mechanisms**  
对输入机制的控制

Technical and organizational security measures to permit the recording and later analysis of information about when input to data systems (e.g., editing, adding, deleting, etc.) occurred and who was responsible for such input:  
允许记录和后续分析关于数据系统的输入（如编辑、添加、删除等）发生的时间以及负责该输入的人员的信息的技术和组织安全措施：

- Logging of all input actions in systems containing personal data**  
对包含个人数据的系统中的所有输入操作进行日志记录
- 'Edit' rights for systems containing personal data restricted to specified personnel roles or profiles**  
对包含个人数据的系统的“编辑权”仅限于特定人员职位或职务
- Binding agreements in writing or other obligations of confidentiality with employees who process personal data**  
与处理个人数据的员工签订的具有约束力的书面协议或其他保密义务
- Regular reviews of compliance with the relevant agreements**  
定期审查对相关协议的遵守情况
- Training for employees regarding editing of personal data**  
对员工进行关于编辑个人数据的培训

**(F) Control of workflows between controllers and processors**  
控制者和处理者之间的工作流程的控制

Technical and organizational measures to segregate the responsibilities between controllers and processors processing the relevant personal data:  
区分处理相关个人数据的控制者和处理者之间责任的技术和组织措施:

- Binding agreements in writing governing the appointment and responsibilities of processors with access to the relevant personal data**  
对有权访问相关个人数据的处理人员的任命和责任作出具有约束力的书面协议
- Binding agreements in writing governing the allocation of data protection compliance responsibilities between all controllers with access to the relevant personal data**  
对有权访问相关个人数据的所有控制者之间数据保护合规责任的分配作出具有约束力的书面协议
- Regular reviews of compliance with the relevant agreements**  
定期审查对相关协议的遵守情况
- Training for employees regarding processing of personal data**  
对员工进行关于处理个人数据的培训

**(G) Control mechanisms to ensure availability of the relevant personal data**  
确保相关个人数据可用性的控制机制

Technical and organizational measures to ensure the physical and electronic availability and accessibility of the relevant personal data:  
确保相关个人数据的物理和电子可用性和可访问性的技术和组织措施:

- Documented disaster recovery procedures**  
成文的灾难恢复程序
- Secure backup procedures in place, with full backups run regularly**  
建立安全的备份程序，并定期进行全面的备份
- Backup facilities and locations**  
备份设施和位置
- Uninterruptible power supplies at backup facilities**  
备份设施的不间断电源
- Physical security of backup facilities**  
备份设施的物理安全
- Security alarm systems at backup facilities**  
备份设施的安全报警系统
- Electronic security of backup facilities**  
备份设施的电子安全
- Environmental controls at backup facilities**  
备份设施的环境控制
- Fire protection at backup facilities**  
备份设施的消防
- Deidentification or deletion of personal data that are no longer required for lawful processing purposes**  
对不再需要用于合法处理目的的个人数据进行去标识化或删除
- Training for employees regarding backups and disaster recovery**  
对员工进行关于备份和灾难恢复的培训

**(H) Control mechanisms to ensure separation of the relevant personal data from other data**  
确保相关个人数据与其他数据分离的控制机制

Technical and organizational measures to ensure that the relevant personal data are stored and processed separately from other data:  
确保相关个人数据与其他数据分开存储和处理的技术和组织措施:

- Logical separation of live or production data from backup data and development or test data  
将实时数据或生产数据与备份数据及开发或测试数据进行逻辑分离
- Separation of personnel processing the relevant personal data from other personnel  
将处理相关个人数据的员工与其他员工分离
- Training for employees regarding data separation  
对员工进行关于数据分离的培训

**ANNEX II – LIST OF SUBPROCESSORS**  
**附件二 – 子处理者清单**

The controller has authorized the use of the Subprocessors found in its Subprocessor List available below:  
 控制者已授权使用下述子处理者清单中的子处理者：

<b>Subprocessor 子处理者</b>	<b>Subprocessor Address 子处理者地址</b>
Microsoft	1 Microsoft Way, Redmond, WA 98052
Cisco AppDynamics	500 Terry A Francois Blvd, 3 <sup>rd</sup> fl San Francisco, CA 94158
Sales Force	415 Mission Street, 3 <sup>rd</sup> Floor, San Francisco, CA
LinkedIn Sales Navigator	1000 W. Maude Ave, Sunnyvale, CA 94085
Microsoft Dynamics CRM	1 Microsoft Way, Redmond, WA 98052
Soprano Design Pty	Level 15, 132 Arthur St North Sydney NSW 2060 Australia
ServiceNow	2225 Lawson Lane, Santa Clara, CA 95054  Hoekenroder 3, Amsterdam Zuidoost, North Holland 1102 BR  80 Robinson Road, #02-00, Singapore 068898
FiveTran	1221 Broadway Street, Floor 20, San Francisco, CA