10X GENOMICS DATA PROCESSING ADDENDUM

This Data Processing Addendum, including its Annexes (the "**DPA**") supplements the 10x Genomics Cloud Service Terms (available at https://www.10xgenomics.com/legal/cloud-terms-of-use) (the "**Cloud Service Terms**"), the 10x Genomics Terms and Conditions of Sale (available at https://www.10xgenomics.com/legal/legal-notices#10-x-genomics-terms-and-conditions-of-sale) (the "**Terms and Conditions of Sale**") and the Product Addendums (available at https://www.10xgenomics.com/legal-notices#product-addendums) (the "**Product Addendum(s)**"), as updated from time to time and as applicable to Customer's use of the services, or other agreement between Customer or Buyer (hereinafter the "**Customer**") and 10x Genomics, Inc., with registered offices at 6230 Stoneridge Mall Road, 94588-3260 Pleasanton, California, USA (hereinafter "**10x Genomics**") governing Customer's use of the services and as entered into between Customer and 10x Genomics (the Cloud Service Terms, the Terms and Conditions of Sale and the applicable Product Addendum(s) or other agreement between Customer and 10x Genomics is collectively referred to as the "**Main Agreement**") when and insofar as any of the Applicable Data Protection Laws (as defined below) applies to Customer's use of the services as per the Main Agreement and processing of Customer Data. This DPA is hereby incorporated into the Main Agreement and is subject to the terms of the Main Agreement. Unless otherwise defined in this DPA, all capitalized terms used herein will have the meanings given to them in the Main Agreement.

This DPA will be deemed executed and accepted by the Customer by entering into the Main Agreement and will be effective as of the date of the Main Agreement (the "**Effective Date**"). It will replace any prior data processing agreements applicable to the respective services (as defined in the Main Agreement).

PREAMBLE

While rendering services as per the Main Agreement, 10x Genomics will process personal data with regard to which the Customer acts as the controller or processor in terms of the applicable data protection laws (the "**Customer Data**").

The parties to this DPA recognize that data protection requirements apply to the processing of personal data. This DPA applies where 10x Genomics processes personal data and acts as a processor or sub-processor (as applicable) on behalf of Customer and where the processing of such personal data is subject to applicable privacy laws such as the European Union General Data Protection Regulation (Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data) (the "**GDPR**"), all applicable data protection and privacy legislation in force from time to time in the UK including without limitation the mandatory clauses required by Article 28(3) of the retained EU law version of the GDPR (the "**UK GDPR**"), the Data Protection Act 2018 (and regulations made thereunder) ("**UK DPA 2018**"), the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended (the "**UK Data Protection Laws**"), the Swiss Federal Act on Data Protection of 19 June 1992 as revised and updated from time to time ("**FADP**"), the California Consumer Privacy Act as updated by the California Privacy Rights Act ("**CCPA**"), the DIFC Data Protection Law No.5 of 2020, the Canadian Personal Information Protection and Electronic Documents Act 2000 and applicable provincial laws ("**PIPEDA**"), the Singapore Personal Data Protection Act 2012 (No. 26 of 2012) ("**PDPA**"), the Japanese Act on the Protection of Personal Information ("**APPI**"), and/or other data protection and privacy laws and regulations in force from time to time in the applicable jurisdiction and applicable to the processing of personal data under the Main Agreement (collectively the "**Applicable Data Protection Laws**").

The parties have agreed to enter into this DPA in order to specify the data protection obligations and rights of the parties in connection with 10x Genomics' use of Customer Data to render the services under the Main Agreement.

1. Definitions

1.1 "**10x Genomics Group**" means 10x Genomics and any of its affiliated entities, i.e., any corporate entity that, directly or indirectly, controls, is controlled by, or is under common control with 10x Genomics.

1.2 "**Commissioner**" means the Information Commissioner (see Article 4(A3), UK GDPR and section 114, UK DPA 2018).

1.3 "**FDPIC**" means the Swiss Federal Data Protection and Information Commissioner (see Article 4 FADP).

1.4 "**SCCs**" means (i) where the EU GDPR or the FADP applies, the contractual clauses annexed to the European Commission's Implementing Decision 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council ("**EU SCCs**"), and (ii) where the UK GDPR applies, the EU SCCs, together with the UK Commissioner's International Data Transfer Addendum to the EU SCC's issued under s.119A(1) of the Data Protection Act 2018 ("**UK Addendum**") or such alternative clauses as may be approved by the UK from time to time ("**UK SCCs**").

1.5 The terms "**personal data,**" "**data subject,**" "**processing,**" "**controller**" and "**processor**" as used in this DPA have the meanings given in the GDPR and/or other Applicable Data Protection Laws. Customer and 10x Genomics may assume corollary relationships under applicable data privacy laws and regulations (e.g., "business" and "service provider" under the CCPA or "consignee" and "consignor" under the APPI) thus giving the effect that in this DPA controller may be read to include business or consignor and processor may be read to include service provider or consignee.

2. Scope of Processing

2.1 10x Genomics shall process the Customer Data on behalf of and in accordance with the instructions of the Customer within the meaning of Art. 28 GDPR or as otherwise required to do so by applicable law. The Customer or Customer's end-customer remains the controller and 10x Genomics shall process the data as processor or sub-processor of the controller. As between the parties, the Customer shall have sole responsibility for the accuracy, quality, and legality of personal data and the means by which the Customer acquired the personal data.

2.2 The categories of personal data processed pursuant to this DPA and the subject matter, nature and purpose of the processing, and the categories of data subjects, are as described in **Annex 1** to this DPA. The duration of processing corresponds to the term of the Main Agreement.

2.3 10x Genomics reserves the right to anonymize or aggregate the Customer Data in such a way that it is no longer possible to identify individual data subjects, and to use them in this form for the purpose of needs-based designing, developing and optimizing as well as rendering of the services agreed as per the Main Agreement. The parties agree that Customer Data which has been anonymized or aggregated (according to the above requirement) are not considered personal data under the Applicable Data Protection Laws, and thus are no longer Customer Data for the purposes of this DPA and 10x Genomics may continue to process such information for the purposes set forth in this Section 2.3.

2.4 If Customer is a processor, Customer warrants to 10x Genomics that Customer's instructions and actions with respect to the processing of personal data by 10x Genomics, including its appointment of 10x Genomics as sub-processor and concluding this DPA (incl. SCCs as applicable), have been authorized by the relevant third-party controller.

3. Instructions

3.1 10x Genomics shall process the Customer Data in accordance with the written instructions of the Customer as set out in the Main Agreement and this DPA, unless 10x Genomics is legally required under applicable law (or by a supervisory authority) to do otherwise. In the latter case, 10x Genomics shall inform the Customer of that legal requirement (or requirement of the Commissioner or the FDPIC) before processing,

unless that law (or a supervisory authority) prohibits such information on important grounds of public interest.

3.2 In case 10x Genomics is of the opinion that an instruction given by the Customer infringes this DPA, the Main Agreement or Applicable Data Protection Laws, 10x Genomics will after informing the Customer accordingly be entitled to suspend the execution of the instruction until the Customer confirms the instruction. The parties agree that the sole responsibility for the processing of the Customer Data in accordance with the Customer's instructions lies with the Customer as the controller.

4. 10x Genomics Obligations

4.1 When processing personal data in its role as a processor or sub-processor, 10x Genomics shall:

(a) implement appropriate technical and organizational measures to ensure a level of security appropriate to the risks that are presented by the processing of personal data, in particular protection against accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to personal data, taking into account the state of the art, the implementation costs and the nature, scope, circumstances and purposes of the Customer Data, as well as the different likelihood and severity of the risk to the rights and freedoms of the data subjects. Such measures include, without limitation, the security measures set out in **Annex 2** to this DPA ("**Security Measures**"). Customer acknowledges that the Security Measures are subject to technical progress and development and that 10x Genomics may update or modify the Security Measures from time to time, provided that such updates and modifications continue to comply with the statutory requirements;

(b) ensure that only authorized persons have access to Customer Data and that any persons 10x Genomics authorizes to have access to Customer Data are under obligations of confidentiality;

(c) insofar as the Customer is subject to a notification obligation under Applicable Data Protection Laws due to a breach of the security of Customer Data processed by 10x Genomics leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Customer Data, notify the Customer without undue delay upon becoming aware of such breach and provide the Customer with reasonable cooperation and assistance in respect of that breach, including all reasonable information in 10x Genomics' possession concerning such breach to the extent it affects Customer Data;

(d) to the extent 10x Genomics is able to verify that a data subject is associated with the Customer, promptly notify the Customer if it receives a request from a data subject to exercise any data protection rights (including rights of access, rectification or erasure) in respect of that data subject's personal data and provide reasonable assistance to Customer by virtue of technical and organizational measures in responding to such request if the Customer does not have the ability to address such request without 10x Genomics' assistance. 10x Genomics shall not respond to a data subject request without the Customer's prior written consent except to confirm that such request relates to the Customer, to which the Customer hereby agrees;

(e) following termination or expiry of the Main Agreement or completion of the service, delete all personal data (including copies thereof) processed pursuant to this DPA as set out in Annex 1.B. below, unless 10x Genomics is obligated by law to further store the Customer Data (although 10x Genomics may keep documentations, which serve as evidence of the orderly and accurate processing of Customer Data, also after the termination of the Main Agreement);

(f) taking into account the nature of processing and the information available to 10x Genomics, provide such assistance to the Customer as the Customer reasonably requests in relation to 10x Genomics' obligations under Applicable Data Protection Laws with respect to:

(i) data protection impact assessments and, if necessary, subsequent consultations with the supervisory authority (pursuant to Applicable Data Protection Laws, such as Art. 35, 36 GDPR and Art.°22, 23 FADP, respectively);

(ii) notifications to the supervisory authority under Applicable Data Protection Laws and/or communications to data subjects by the Customer in response to any personal data breach; and

(iii) the Customer's compliance with its obligations under Applicable Data Protection Laws with respect to the security of processing;

provided that the Customer shall cover all costs incurred by 10x Genomics in connection with its provision of such assistance.

5. Sub-processors

5.1 The Customer grants 10x Genomics an authorization for the engagement as sub-processors of those entities listed as of the Effective Date at the URL https://www.10xgenomics.com/sub-processor-list. In addition, and without prejudice to Section 5.2, Customer generally authorizes the engagement as sub-processors of other members of the 10x Genomics Group or third parties, to support the performance of the services provided to Customer under the Main Agreement. In general, no authorization is required for the engagement of service providers that are concerned with the examination or maintenance of data processing activities or systems by third parties or that involve other additional services, even if access to Customer Data cannot be excluded, provided 10x Genomics takes reasonable steps to protect the confidentiality of the Customer Data.

5.2 10x Genomics will add the names of new and replacement sub-processors to the list of sub-processors indicated in section 5.1 above before those sub-processors commence processing of personal data. If Customer objects to any new or replacement sub-processor, on reasonable grounds to be proved to 10x Genomics and related to data protection, it shall notify 10x Genomics of such objections in writing within ten (10) days of notification and the parties will seek to resolve the matter in good faith. If 10x Genomics is reasonably able to provide the service to the Customer in accordance with the Main Agreement without using the sub-processor and decides in its discretion to do so, then Customer will have no further rights under this clause 5.2 in respect of the proposed use of the sub-processor. If 10x Genomics, in its discretion, requires use of the sub-processor or is otherwise unable to satisfy Customer's objection regarding the proposed use of the new or replacement sub-processor, then Customer may terminate the applicable Main Agreement, including this DPA, in accordance with the provisions of the Main Agreement and solely with respect to the service(s) that will use the proposed new sub-processor for the processing of personal data. If Customer does not provide a timely objection to any new or replacement sub-processor or does not terminate the applicable Main Agreement in accordance with this clause 5.2, Customer will be deemed to have consented to the sub-processor and to have waived his right of objection.

5.3 10x Genomics will ensure that each sub-processor it engages agrees, in substance, to the same data protection obligations as the ones imposed on 10x Genomics under the DPA. Subject to the limitations of liability included in the Main Agreement, 10x Genomics agrees to be liable for the acts and omissions of its sub-processors to the same extent 10x Genomics would be liable under the terms of the DPA if it performed such acts or omissions itself.

6. Audit and records

6.1 10x Genomics shall, in accordance with Applicable Data Protection Laws, make available to Customer such information in 10x Genomics' possession or control as Customer may reasonably request with a view to demonstrating 10x Genomics' compliance with the obligations of a processor under Applicable Data Protection Laws in relation to its processing of personal data. Except where required otherwise by Applicable Data Protection Laws or indications of non-compliance, such reasonable request must be in writing and only at reasonable intervals.

6.2 10x Genomics may fulfil Customer's right of audit under Applicable Data Protection Laws in relation to personal data, by providing at the request of Customer suitable documentation (e.g., audit reports or other certifications, etc.) demonstrating that 10x Genomics' technical and organizational measures are sufficient and in accordance with an accepted industry standard.

6.3 If the information made available pursuant to clause 6.1 and clause 6.2 is insufficient, in Customer's reasonable judgment, to confirm 10x Genomics' compliance with its obligations under this DPA or Applicable Data Protection Laws, then Customer may request an onsite audit to verify 10x Genomics' compliance with its obligations under this DPA, in particular the implementation of the technical and organizational measures. Except where required otherwise by Applicable Data Protection Laws or indications of non-compliance, the Customer may only request onsite audits at reasonable intervals during the term of this DPA.

6.4 The following additional terms shall apply to audits pursuant to clause 6.1 to 6.3, the Customer requests without varying or modifying the SCCs or affecting any supervisory authority's or data subject's rights under the SCCs, as applicable:

(a) Following receipt by 10x Genomics of a written notice of a request for audit, 10x Genomics and Customer will discuss and agree in advance on the reasonable start date, scope, duration of, and security and confidentiality controls applicable to any audit. Whenever possible, evidence for such an audit will be limited to the evidence collected for 10x Genomics' most recent third-party audit.

(b) 10x Genomics may charge a fee (based on 10x Genomics' reasonable costs) for any audit and will provide Customer with further details of any applicable fee, and the basis of its calculation, in advance of any such audit. Customer will be responsible for any fees charged by any auditor appointed by Customer to execute any such audit. If Customer performs more than one audit pursuant to clause 6.1 to 6.3, per calendar year, 10x Genomics' reserves the right to charge Customer for any costs incurred with the performance of such second audit and any subsequent audits within the same calendar year, on an "at-cost basis."

(c) 10x Genomics may object in writing to an auditor appointed by Customer to conduct any audit if the auditor is, in 10x Genomics' reasonable opinion, not suitably qualified or independent, a competitor of 10x Genomics, or otherwise manifestly unsuitable. Any such objection by 10x Genomics will require Customer to appoint another auditor or conduct the audit itself.

(d) The Customer is not entitled to get access to data or information about 10x Genomics' other customers, cost information, quality control and contract management reports, or any other confidential data of 10x Genomics that is not directly relevant for the purposes of the audit as set out in clause 6.1 above.

7. Data transfers to third countries

7.1 Cross-Border Data Transfer. 10x Genomics (and its sub-processors) may process Customer Data which is subject to Applicable Data Protection Laws outside of the European Economic Area ("**EEA**"), Switzerland and the UK in respect of which Customer may be a controller (or processor on behalf of a third-party controller, as applicable). The parties agree that any transfer of personal data protected by Applicable Data Protection Laws from Customer to 10x Genomics shall be subject to the appropriate SCCs as follows:

(a) in relation to personal data that is protected by the GDPR, the EU SCCs will apply completed as follows:

(i) Module Two will apply where Customer is a controller and Module Three will apply where Customer is a processor;

(ii) in Clause 7, the optional docking clause will apply;

(iii) in Clause 9, Option 2 will apply, and the time period for prior notice of sub-processor changes shall be as set out in Clause 5.2 of this DPA;

(iv) in Clause 11, the optional language will not apply;

(v) in Clause 17, Option 1 will apply, and the law of Germany shall apply;

(vi) in Clause 18(b), disputes shall be resolved before the courts in Munich, Germany;

(vii) Annex I of the EU SCCs shall be deemed completed with the information set out in Annex 1 to this DPA; and

(viii) Annex II of the EU SCCs shall be deemed completed with the information set out in Annex 2 to this DPA.

(b) in relation to personal data that is protected by the FADP (as amended or replaced), the EU SCCs, completed as set out above in clause 7.1(a) of this DPA, shall apply to transfers of such personal data, except that:

(i) the competent supervisory authority in respect of such personal data shall be the FDPIC

(ii) in Clause 17, the governing law shall be the laws of Switzerland;

(iii) references to "Member State(s)" in the EU SCCs shall be interpreted to refer to Switzerland, and data subjects located in Switzerland shall be entitled to exercise and enforce their rights under the EU SCCs in Switzerland; and

(iv) references to the "General Data Protection Regulation," "Regulation 2016/679" or "GDPR" in the EU SCCs shall be understood to be references to the FADP (as amended or replaced).

(c) in relation to personal data that is protected by the UK GDPR, the UK SCCs will apply completed as follows:

(i) The EU SCCs, completed as set out above in clause 7.1(a) of this DPA, shall also apply to transfers of such personal data, subject to sub-clause (B) below;

(ii) The UK Addendum shall be deemed executed between the transferring Customer and 10x Genomics (and the EU SCCs shall be deemed incorporated and amended as specified by the UK Addendum in respect of the transfer of such personal data) completed as follows:

(A) Table 1 shall be deemed completed with the relevant information set out in Annex 1 to this DPA;

(B) Table 2 shall be deemed completed with checkbox option one selected and referring to the EU SCCs completed as set out above in clause 7.1(a) of this DPA;

(C) Table 3 shall be deemed completed with the relevant information set out in Annex 1 and Annex 2 to this DPA;

(D) Table 4 shall be deemed completed with checkbox option one selected, such that the Importer may end the UK Addendum as set out in Section 19 of the UK Addendum.

(d) the following terms shall apply to the SCCs:

(i) Customer may exercise its right of audit under the SCCs as set out in, and subject to the requirements of, clause 6 of this DPA;

(ii) 10x Genomics may appoint sub-processors as set out in, and subject to the requirements of, clause 5 of this DPA, and Customer may exercise its right to object to sub-processors under the SCCs in the manner set out in clause 5.2 of this DPA;

(iii) a certification of deletion of personal data that as described in clause 8.5 and 16(d) of the SCCs shall be provided by 10x Genomics to Customer only upon Customer's written request;

(iv) for the purposes of clause 8.6(c) of the SCCs, personal data breaches will be handled in accordance with clause 4.1(c) of this DPA; and

(v) with regard to liability under clause 12 of the SCCs, any claim brought under the SCCs shall be subject to the terms and conditions of the Main Agreement;

(e) in the event that any provision of this DPA contradicts, directly or indirectly, the SCCs, the SCCs shall prevail.

Should Customer seek to conduct an assessment of the adequacy of the SCCs for transfers of Customer Data to 10x Genomics, 10x Genomics shall, to the extent reasonably possible, provide reasonable assistance to Customer for the purpose of any such assessment, provided Customer shall cover all costs incurred by 10x Genomics in connection with its provision of such assistance.

7.2 U.S. Privacy Obligations. To the extent that 10x Genomics processes personal data that is subject to CCPA, 10x Genomics: (i) shall not sell or share personal data; (ii) shall process personal data only to

provide the services and shall not process personal data for any other purpose, except as may be permitted by Applicable Data Protection Laws; (iii) shall not process personal data collected by 10x Genomics outside of the direct business relationship between the parties, except as may be permitted by Applicable Data Protection Laws; (iv) shall not combine personal data received from Customer pursuant to this DPA with personal data that 10x Genomics receives from or on behalf of another person, except as required to provide the services.

7.3 Alternative Transfer Mechanism. To the extent 10x Genomics adopts an alternative data export mechanism (including the EU/U.S. Data Privacy Framework Program or any new version of or successor to it) for the transfer of personal data not described in this DPA ("**Alternative Transfer Mechanism**") and provided, if necessary under Applicable Data Protection Laws, such Alternative Transfer Mechanism has been issued, approved or recognized, as applicable, beforehand by the competent supervisory authority, the Alternative Transfer Mechanism shall – at the choice of 10x – apply, and Customer agrees to execute such other and further documents and take such other and further actions as may be reasonably necessary to give legal effect to such Alternative Transfer Mechanism.

8. General

8.1 This DPA is without prejudice to the rights and obligations of the parties under the Main Agreement which shall continue to have full force and effect. In the event of any conflict between the terms of this DPA and the terms of the Main Agreement, the terms of this DPA shall prevail so far as the subject matter concerns the processing of personal data.

8.2 To the extent permitted by Applicable Data Protection Laws, 10x Genomics' liability under or in connection with this DPA, including under the SCCs if applicable, is subject to the exclusions and limitations on liability contained in the Main Agreement. In no event does 10x Genomics limit or exclude its liability towards data subjects or competent data protection authorities.

8.3 Except where and to the extent expressly provided in the SCCs, if applicable, or required as a matter of Applicable Data Protection Laws, this DPA does not confer any third-party beneficiary rights; it is intended for the benefit of the parties hereto and their respective permitted successors and assigns only, and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

8.4 This DPA and any action related thereto shall be governed by and construed in accordance with the laws as specified in the Main Agreement, without giving effect to any conflicts of laws principles. The parties consent to the personal jurisdiction of, and venue in, the courts specified in the Main Agreement.

8.5 If any provision of this DPA is, for any reason, held to be invalid or unenforceable, the other provisions of the DPA will remain enforceable and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

8.6 No modification of, amendment to, or waiver of any rights under the DPA will be effective unless in writing and signed by an authorized signatory of each party.

Annex 1

Data Processing/Transfer Description

This Annex 1 forms part of the DPA and describes the processing that 10x Genomics will perform on behalf of Customer.

A. LIST OF PARTIES

Data exporter(s):

Name: *Customer and any Customer Affiliates described in the Main Agreement.*	Customer (as defined in the Main Agreement)
Address: *Addresses of Customer and any Customer Affiliates described in the Main Agreement. (or otherwise notified by Customer to 10x Genomics*	The address for Customer associated with its account for access to the services or as otherwise specified in the DPA or the Main Agreement, as applicable.
Contact person's name, position and contact details:	The contact details associated with Customer's account for access to the services or as otherwise specified in the DPA or the Main Agreement.
Activities relevant to the data transferred under this DPA (and SCCs, if applicable):	The provision of the services to the Customer as per the Main Agreement.
Signature and date:	This Annex 1 shall be deemed executed as of the Effective Date.
Role (controller/processor):	controller or processor

Data importer(s):

Name:	10x Genomics, Inc.
Address:	6230 Stoneridge Mall Road 94588-3260 Pleasanton, California USA
Contact person's name, position and contact details:	Privacy@10xgenomics.com

Activities relevant to the data transferred under this DPA (and SCCs, if applicable):	Processing necessary to provide the services to Customer, pursuant to the Main Agreement.
Signature and date:	This Annex 1 shall be deemed executed as of the Effective Date.
Role (Controller/Processor):	Processor (or sub-processor)

B. DESCRIPTION OF DATA PROCESSING AND TRANSFER

1. Services Provided under the Product Addendum for Research Services (in the following the "**Research Services Terms**")

Categories of data subjects whose personal data is processed/transferred:	The data subjects can include Customer's human research subjects and users of the services.
Categories of personal data processed/transferred:	Customer Data processed by 10x Genomics for provision of the services pursuant to the Research Services Terms is: • biological tissue samples and materials provided by Customer and related information; • pseudonymized sequence information or other biological data resulting from the processing of Customer's biological tissue samples for provision of the services pursuant to the Research Services Terms.
Special categories of personal data (sensitive personal data) processed/transferred (if applicable):	Customer Data can include genomic sequence data.
The frequency of the transfer (e.g., whether the data is processed/transferred on a one-off or continuous basis):	The personal data is transferred whenever Customer provides biological tissue samples and materials to 10x Genomics.
Nature of the processing/transfer:	Processing of biological tissue samples and materials as necessary to deliver to Customer pseudonymized sequence information or other biological data resulting

	from the processing as per the services, pursuant to the Research Services Terms.
Purpose(s) of the data processing/transfer and further processing/transfer:	Processing necessary to provide the services to Customer, pursuant to the Research Services Terms.
The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period:	Any biological tissue samples and materials provided by Customer to 10x Genomics will be destroyed within sixty (60) days after completion of the services pursuant to the Research Services Terms. 10x Genomics will delete any retained copies of the data resulting from processing biological tissue samples and materials provided by Customer within 90 days after delivery of such resulting data to Customer.
For processing of/transfers to (sub-) processors, also specify subject matter, nature and duration of the processing:	Processing necessary to provide the services to Customer, pursuant to the Research Services Terms and for the same duration as set out above.

2. Xenium Panel Designer services provided under the 10x Genomics Cloud Services Terms (in the following the "**Xenium Panel Designer Services**")

Categories of data subjects whose personal data is processed/transferred:	The data subjects can include Customer's human research subjects and users of the services.
Categories of personal data processed/transferred:	• 10x Genomics Cloud account information including email address, first and last name of the account holder, institution, and lab name; • Output files of the Cell Ranger pipeline that contain sequencing data e.g., cLoupe file; • Sequence data, for advanced custom cases and as requested by Customer only.
Special categories of personal data (sensitive personal data) processed/transferred (if applicable):	Data uploaded by Customer can include genomic sequence data (which is however not identifiable for 10x Genomics).
The frequency of the processing/transfer (e.g., whether the data is transferred on a one-off or continuous basis):	The personal data is transferred whenever Customer uses associated Xenium Panel Designer Services.

Nature of the processing/transfer:	Processing necessary to provide the Xenium Panel Designer Services to Customer.
Purpose(s) of the data processing/transfer and further processing/transfer:	Processing necessary to provide the Xenium Panel Designer Services to Customer and product improvement.
The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period:	The user can delete any input or output data files or make a request to delete an ordered design and 10x Genomics will promptly action such request. All input and output files will be stored until they are manually deleted by the user. These files will persist until a user takes action to delete them. Once a design is ordered, it will be deleted upon request.
For processing of/transfers to (sub-) processors, also specify subject matter, nature and duration of the processing:	Processing necessary to provide the services to Customer and for the same duration as set out above.

3. Services Provided under the Product Addendum for Instruments (in the following the "**Instrument Terms**")

Categories of data subjects whose personal data is processed/transferred:	The data subjects include Customer's human research subjects and users of the services.
Categories of personal data processed/transferred:	Customer Data processed by 10x Genomics for provision of the services pursuant to the Instrument Terms is: • Usage Data processed by 10x Genomics for provision of the services pursuant to the Instrument Terms consisting of unique IDs assigned to each user and device to map activity on a given instrument. Usage Data means any data and information related to Customer's use of the services. For clarity, Usage Data excludes biological data and results.
Special categories of personal data (sensitive personal data) processed/transferred (if applicable):	• Customer Data can include sequence data targeted in the Xenium panel (which is however not identifiable for 10x Genomics). • Usage Data can include the e-mail address associated with the instrument and non-identifiable information about instrument usage.

The frequency of the processing/transfer (e.g., whether the data is transferred on a one-off or continuous basis):	Customer Data and Usage Data is transferred automatically and regularly.
Nature of the processing/transfer:	Usage Data is processed for the purposes of remote support, performance monitoring and for the purposes of product improvement.
Purpose(s) of the data processing/transfer and further processing/transfer:	Processing necessary to provide the services to Customer, pursuant to the Xenium Terms, including remote support, performance monitoring and product improvement.
The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period:	Customer Data will be deleted after a period of no more than 90 days. In case of the provision of remote support this 90 days retention period will start after the resolution of the support case. Usage Data will be deleted after a period of no more than 30 days after the deletion of the Customer's account. For this purpose, the association between instrument usage and Unique ID will be deleted after the deletion of the Customer's account.
For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing/transfer:	Processing necessary to provide the services to Customer, pursuant to the Instrument Terms and for the same duration as set out above.

4. 10x Genomics Cloud services provided under the 10x Genomics Cloud Services Terms (in the following the "**Cloud Services**")

Categories of data subjects whose personal data is processed/transferred:	The data subjects can include Customer's human research subjects and users of the services.
Categories of personal data processed/transferred:	• Sequence data • Customer reference transcriptomes • 10x Genomics Cloud account information including email address, first and last name of the account holder, institution, and lab name • Output files of the Cell Ranger pipeline that contain sequencing data e.g., bam file • Telemetry data produced by Cell Ranger (including pipeline parameters, performance metrics produced by pipelines, pseudonymized tokens)

	• Usage Data related to Customer's use of the Cloud Services linked with user's email address (excluding biological data and results) • Prompts submitted to Sentira and responses generated
Special categories of personal data (sensitive personal data) processed/transferred (if applicable):	Data uploaded by Customer can include genomic sequence data (which is however not identifiable for 10x Genomics).
The frequency of the processing/transfer (e.g., whether the data is transferred on a one-off or continuous basis):	The personal data is transferred whenever Customer uses associated Cloud Services (e.g., Sentira, Cell Ranger or runs Automated Cell Annotation). In some cases, personal data is transferred by locally installed Cell Ranger software based on customer-controlled settings (e.g., telemetry or Automated Cell Annotation)
Nature of the processing/transfer:	Processing necessary to provide the Cloud Services to Customer.
Purpose(s) of the data processing/transfer and further processing/transfer:	Processing necessary to provide Cloud Services to Customer and product development purposes.
The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period:	Pipeline Runner: • All input and output files are stored for a minimum of 90 days unless manually deleted earlier by the user. Certain small output files which 10x deems to be high value are marked as "files with ongoing storage" and have no expiration date. These files will persist until a user takes action to delete them. In cases where a Customer is running Cell Ranger or Space Ranger through a local installation that sends data to 10x Cloud Services as part of its workflow and writes output files locally (e.g., Automated Cell Annotation), files may be stored for a shorter period as commercially reasonable. • Users have the option to opt-in to ongoing storage at a monthly fee per GB retained. This can be discontinued at any time, and the files will be flagged for deletion. • When any files are manually deleted or expire, they are retained in a storage bucket for five (5) additional days so that 10x remains able to restore the files in case of user error. After this 5-day period, the files are archived to a tape storage solution where they are

	retained for a further 180 days before being permanently deleted. Sentira: • When a user deletes files, or 90 days after a user's 10x Cloud Credits run out, the files are retained in storage for five (5) days so that 10x can restore them in case of user error. After this 5-day period, the files are archived and retained for a further 180 days before being permanently deleted. • Usage Data and prompts are retained while the user's 10x Cloud account remains active and are deleted or anonymized after the account is closed, or upon user's request.
For processing of/transfers to (sub-) processors, also specify subject matter, nature and duration of the processing:	Processing necessary to provide the services to Customer and for the same duration as set out above.

C. COMPETENT SUPERVISORY AUTHORITY (if applicable)

Identify the competent supervisory authority/ies in accordance with Clause 13 of the SCCs	The Customer's competent supervisory authority in accordance with the GDPR, insofar as the data transfer is governed by the GDPR, and the FDPIC, insofar as the data transfer is governed by the FADP.

Annex 2

Technical and Organizational Security Measures

10x Genomics uses AWS to host the data processed under the terms of this DPA. The applicable technical and organizational security measures applied by AWS are described in the AWS Data Processing Addendum (https://d1.awsstatic.com/legal/aws-dpa/aws-dpa.pdf).

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, 10x Genomics has additionally implemented technical and organizational security measures as described for the services provided under the Cloud Service Terms in the 10x Genomics IT security whitepaper, which is accessible here: https://www.10xgenomics.com/resources/document-library/573c2b and for the services provided under the Research Services Terms in the Technical Note On Information Security For the Xenium Research Services Program (previously Xenium Catalyst Services), which is accessible here: www.10xgenomics.com/library/ab6827.