个人信息出境标准合同

Standard Contract for Cross-Border Transfer of Personal Information

为了确保境外接收方处理个人信息的活动达到中华人民共和国相关法律法规规定的个人信息保护标准，明确个人信息处理者和境外接收方个人信息保护的权利和义务，经双方协商一致，订立本合同。

In order to ensure that the Personal Information processing activities of the Overseas Recipient satisfy the Personal Information protection requirements stipulated in the Relevant Laws and Regulations of the People's Republic of China, and to clarify the rights and obligations of the Personal Information Handler and the Overseas Recipient in protecting Personal Information, the Parties, hereby to conclude this contract (**"Contract"**) by mutual agreement.

本合同是对 10x Genomics 云服务条款（见 https://www.10xgenomics.com/legal/cloud-terms-of-use）、10x Genomics 销售条款及条件（见 https://www.10xgenomics.com/legal/legal-notices#10-x-genomics-terms-and-conditions-of-sale），以及产品附件（见 https://www.10xgenomics.com/legal-notices#product-addendums）的补充（前述条款可能会不时更新），并适用于个人信息处理者对服务的使用，或个人信息处理者与境外接收方之间的其他协议。个人信息处理者在签订商业合同时即视为已签署并接受本合同，本合同自商业合同签订之日（"生效日期"）起生效。

This Contract supplements the 10x Genomics Cloud Service Terms (available at https://www.10xgenomics.com/legal/cloud-terms-of-use), 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) and the Product Addendums (available at https://www.10xgenomics.com/legal-notices#product-addendums), as updated from time to time and as applicable to Personal Information Handler's use of the services, or other agreements between Personal Information Handler and Overseas Recipient. This Contract will be deemed executed and accepted by the Personal Information Handler by entering into the main commercial contract and will be effective as of the date of the main commercial contract (the "Effective Date").

个人信息处理者 Personal Information Handler：Customer of 10x Genomics

地址 Address：As designated by the Personal Information Handler

联系方式 Contact Information:：As designated by the Personal Information Handler

联系人 Contact Person：As designated by the Personal Information Handler

职务 Title：As designated by the Personal Information Handler

境外接收方 Overseas Recipient：10x Genomics, Inc.

地址 Address: 6230 Stoneridge Mall Road, 94588-3260 Pleasanton, California, USA

联系方式 Contact Information：privacy@10xgenomics.com

联系人 Contact Person：10x Privacy Team 职务 Title：N/A

个人信息处理者与境外接收方依据本合同约定开展个人信息出境活动，与此活动相关的商业行为，双方已就购买、使用境外接收方产品、服务订立了商业合同。

The Personal Information Handler and the Overseas Recipient shall conduct cross-border transfer of Personal Information activities in accordance with the Contract, and in terms of any commercial activities related thereto, both Parties have entered into a commercial contract governing purchase and use of the Overseas Recipient's products and services.

本合同正文根据《个人信息出境标准合同办法》的要求拟定，在不与本合同正文内容相冲突的前提下，双方如有其他约定可在附录二中详述，附录构成本合同的组成部分。

The main body of this Contract is formulated in accordance with the requirements of *Measures for the Prescribed Agreement for Cross-Border Transfer of Personal Information*, and any other agreements between the Parties (if any) are set out in Appendix II in detail, which constitutes an integral part of this Contract on the condition that they do not conflict with the content of this Contract.

第一条　定义

I. Definition

在本合同中，除上下文另有规定外：

For the purposes of this Contract, unless otherwise provided:

（一）“个人信息处理者”是指在个人信息处理活动中自主决定处理目的、处理方式的，向中华人民共和国境外提供个人信息的组织、个人。

(1) “Personal Information Handler” means any organization or individual who independently determines the purpose and means of Personal Information processing activities and provides Personal Information outside the People's Republic of China.

（二）“境外接收方”是指在中华人民共和国境外自个人信息处理者处接收个人信息的组织、个人。

(2) “Overseas Recipient” means an organization or individual located outside of the People's Republic of China that receives Personal Information from the Personal Information Handler.

（三）个人信息处理者或者境外接收方单称“一方”，合称“双方”。

(3) The Personal Information Handler or the Overseas Recipient shall be referred to individually as a “Party” and collectively as the “Parties”.

（四）“个人信息主体”是指个人信息所识别或者关联的自然人。

(4) “Personal Information Subject” means the individual who can be identified or associated with the Personal Information.

（五）“个人信息”是指以电子或者其他方式记录的与已识别或者可识别的自然人有关的各种信息，不包括匿名化处理后的信息。

(5) “Personal Information” means all kinds of information related to an identified or identifiable individual, recorded in electronic form or other forms, excluding anonymized information.

（六）“敏感个人信息”是指一旦泄露或者非法使用，容易导致自然人的人格尊严受到侵害或者人身、财产安全受到危害的个人信息，包括生物识别、宗教信仰、特定身份、医疗健康、金融账户、行踪轨迹等信息，以及不满十四周岁未成年人的个人信息。

(6) “Sensitive Personal Information” means any Personal Information that is likely to result in damage to the personal dignity of any individual or damage to his or her personal or property safety once leaked or illegally used, including information such as biometric identification, religious belief, specific identity, medical health, financial account and personal whereabouts, as well as the Personal Information of minors under the age of 14.

（七）“监管机构”是指中华人民共和国省级以上网信部门。

(7) “Regulatory Authority” means the cyberspace administration department at or above the provincial level of the People's Republic of China.

（八）“相关法律法规”是指《中华人民共和国网络安全法》《中华人民共和国数据安全法》《中华人民共和国个人信息保护法》《中华人民共和国民法典》《中华人民共和国民事诉讼法》《个人信息出境标准合同办法》等中华人民共和国法律法规。

(8) “Relevant Laws and Regulations” means the *Cyber Security Law of the People's*

Republic of China, the *Data Security Law of the People's Republic of China*, the *Personal Information Protection Law of the People's Republic of China*, the *Civil Code of the People's Republic of China*, the *Civil Procedure Law of the People's Republic of China*, the *Measures for the Prescribed Agreement for Cross-Border Transfer of Personal Information* and other laws and regulations of the People's Republic of China.

（九）本合同其他未定义术语的含义与相关法律法规规定的含义一致。

(9) The meaning of other undefined terms in this Contract shall be consistent with the meaning stipulated in the Relevant Laws and Regulations.

第二条 个人信息处理者的义务

II. Obligations of the Personal Information Handler

个人信息处理者应当履行下列义务：

The Personal Information Handler shall be subject to the following obligations:

（一）按照相关法律法规规定处理个人信息；向境外提供的个人信息仅限于实现处理目的所需的最小范围。

(1) The processing of Personal Information shall be carried out in accordance with the Relevant Laws and Regulations; the Personal Information to be provided overseas shall be limited to the minimum level necessary scope to fulfil the purpose of processing.

（二）向个人信息主体告知境外接收方的名称或者姓名、联系方式、附录一“个人信息出境说明”中处理目的、处理方式、个人信息的种类、保存期限，以及行使个人信息主体权利的方式和程序等事项。向境外提供敏感个人信息的，还应当向个人信息主体告知提供敏感个人信息的必要性以及对个人权益的影响。但是法律、行政法规规定不需要告知的除外。

(2) The Personal Information Subject shall be notified of the name and contact information of the Overseas Recipient, the processing purpose, the processing means, the category of Personal Information and the retention period, and the means and procedure for exercising the rights of the Personal Information Subject etc., in Appendix I “Description of Cross-Border Transfer of Personal Information”. Where Sensitive Personal Information is to be provided overseas, the Personal Information Subject shall also be informed of the necessity of provision of Sensitive Personal Information and the impact on the rights and interests of the Personal Information

Subject, unless otherwise provided by the laws and administrative regulations that such notification is not required.

（三）基于个人同意向境外提供个人信息的，应当取得个人信息主体的单独同意。涉及不满十四周岁未成年人个人信息的，应当取得未成年人的父母或者其他监护人的单独同意。法律、行政法规规定应当取得书面同意的，应当取得书面同意。

(3) Where the provision of Personal Information overseas is based on individual's consent, the separate consent shall be obtained from the Personal Information Subject. If Personal Information of minors under the age of fourteen is involved, the separate consent shall be obtained from his or her parents or other guardians. Where the written consent is required to be obtained by laws and administrative regulations, such written consent shall be obtained.

（四）向个人信息主体告知其与境外接收方通过本合同约定个人信息主体为第三方受益人，如个人信息主体未在 30 日内明确拒绝，则可以依据本合同享有第三方受益人的权利。

(4) The Personal Information Subject shall be informed that the Parties have agreed in the Contract that the Personal Information Subject is a third-party beneficiary, and if the Personal Information Subject does not expressly refuse within thirty days, he or she shall be entitled to the rights as a third-party beneficiary pursuant to the Contract.

（五）尽合理地努力确保境外接收方采取如下技术和管理措施（综合考虑个人信息处理目的、个人信息的种类、规模、范围及敏感程度、传输的数量和频率、个人信息传输及境外接收方的保存期限等可能带来的个人信息安全风险），以履行本合同约定的义务：

(5) It shall make reasonable efforts to ensure that the Overseas Recipient adopts the following technical and management measures (taking into account the Personal Information security risks resulted from the processing purpose of the Personal Information, the category of Personal Information, scale, scope and sensitivity of Personal Information to be exported, the quantity and frequency of transfer, the duration of transfer and retention period of Personal Information by the Overseas Recipient etc.), to perform the obligations under this Contract:

如加密、匿名化、去标识化、访问控制等技术和管理措施

such as encryption, anonymization, de-identification, access control and other

technical and management measures

（六）根据境外接收方的要求向境外接收方提供相关法律规定和技术标准的副本。

(6) It will provide the Overseas Recipient with a copy of the relevant legal requirements and technical standards upon request.

（七）答复监管机构关于境外接收方的个人信息处理活动的询问。

(7) It will respond to inquiries from Regulatory Authorities regarding the Personal Information processing activities of the Overseas Recipient.

（八）按照相关法律法规对拟向境外接收方提供个人信息的活动开展个人信息保护影响评估。重点评估以下内容：

(8) It shall carry out a Personal Information protection impact assessment in accordance with the Relevant Laws and Regulations for the activity of transferring Personal Information to the Overseas Recipient. The assessment shall focus on the following matters:

1. 个人信息处理者和境外接收方处理个人信息的目的、范围、方式等的合法性、正当性、必要性。

1. The legality, legitimacy, and necessity of the purpose, scope, and means of processing Personal Information by the Personal Information Handler and the Overseas Recipient.

2. 出境个人信息的规模、范围、种类、敏感程度，个人信息出境可能对个人信息权益带来的风险。

2. The scale, scope, category, and sensitivity of the Personal Information to be transferred outside China, and the risks to the legitimate rights and interests on Personal Information as a result from the cross-border transfer of Personal Information.

3. 境外接收方承诺承担的义务，以及履行义务的管理和技术措施、能力等能否保障出境个人信息的安全。

3. The obligations that the Overseas Recipient undertakes, as well as whether the management and technical measures and abilities to fulfill the obligations can ensure the security of the Personal Information to be transferred abroad.

4. 个人信息出境后遭到篡改、破坏、泄露、丢失、非法利用等的风险，个人信息权益维护的渠道是否通畅等。

4. The risks of data damage, tampering, illegal use and other risks exposed to Personal Information that has been transferred to the Overseas Recipient, and whether

individual can successfully exercise Personal Information rights and interests, etc.

5. 按照本合同第四条评估当地个人信息保护政策和法规对合同履行的影响。

5. An assessment of the possible impact of local Personal Information protection policies and regulations on the performance of the Contract in accordance with Article IV of the Contract.

6. 其他可能影响个人信息出境安全的事项。

6. Other matters that may affect the security of cross-border transfer of Personal Information.

保存个人信息保护影响评估报告至少 3 年。

The report of Personal Information protection impact assessment shall be kept for at least 3 years.

（九）根据个人信息主体要求向个人信息主体提供本合同的副本。如涉及商业秘密或者保密商务信息，在不影响个人信息主体理解的前提下，可对本合同副本相关内容进行适当处理。

(9) It will provide a copy of this Contract to the Personal Information Subject upon request. If any trade secrets or confidential business information is involved, the relevant content of the copy of this Contract may be appropriately redacted, provided that such redaction will not affect the Personal Information Subjects' understanding of the Contract.

（十）对本合同义务的履行承担举证责任。

(10) The burden of proof to prove that the obligations under this Contract have been performed is on the Personal Information Handler.

（十一）根据相关法律法规要求，向监管机构提供本合同第三条第十一项所述的信息，包括所有合规审计结果。

(11) It will provide the Regulatory Authority with the information described in Paragraph (11) of Article III, including the results of all audits, as required by the Relevant Laws and Regulations.

第三条 境外接收方的义务

III. Obligations of the Overseas Recipient

境外接收方应当履行下列义务：

The Overseas Recipient shall be subject to following obligations:

（一）按照附录一“个人信息出境说明”所列约定处理个人信息。如超出约定的处理目的、处理方式和处理的个人信息种类，基于个人同意处理个人信息的，应当事先取得个人信息主体的单独同意；涉及不满十四周岁未成年人个人信息的，应当取得未成年人的父母或者其他监护人的单独同意。

(1) It will process Personal Information in accordance with the agreement set out in Appendix I “Description of Cross-Border Transfer of Personal Information”. Where the processing of Personal Information goes beyond the agreed processing purpose, processing means, and categories of Personal Information, the separate consent of Personal Information Subject shall be obtained in advance if such processing is relied on the individual’s consent. If any Personal Information of minors under the age of 14 is involved, the separate consent of minors’ parents or other guardians shall be obtained.

（二）受个人信息处理者委托处理个人信息的，应当按照与个人信息处理者的约定处理个人信息，不得超出与个人信息处理者约定的处理目的、处理方式等处理个人信息。

(2) Where the Overseas Recipient is entrusted by the Personal Information Handler to process Personal Information, it shall process Personal Information in accordance with the agreement with the Personal Information Handler. The Overseas Recipient shall not process Personal Information in a way beyond the processing purpose or means as agreed with the Personal Information Handler.

（三）根据个人信息主体的要求向个人信息主体提供本合同的副本。如涉及商业秘密或者保密商务信息，在不影响个人信息主体理解的前提下，可对本合同副本相关内容进行适当处理。

(3) It will provide a copy of this Contract to the Personal Information Subject upon request. If trade secrets or confidential business information are involved, relevant content of this Contract may be appropriately redacted, provided that such redaction will not affect the Personal Information Subjects’ understanding of the Contract.

（四）采取对个人权益影响最小的方式处理个人信息。

(4) It shall process Personal Information in a manner that has the least impact on the rights and interests of the Personal Information Subject.

（五）个人信息的保存期限为实现处理目的所必要的最短时间，保存期限届满的，应当删除个人信息（包括所有备份）。受个人信息处理者委托处理个人信息，委托合同未生效、无效、被撤销或者终止的，应当将个人信息返还个人信息处理者

或者予以删除，并向个人信息处理者提供书面说明。删除个人信息从技术上难以实现的，应当停止除存储和采取必要的安全保护措施之外的处理。

(5) It will retain Personal Information for the minimum period necessary to fulfill the purpose of processing and will delete the Personal Information (including all backups) upon the expiration of the aforementioned retention period. Where it is entrusted by a Personal Information Handler to process Personal Information, the Overseas Recipient shall return the Personal Information to the Personal Information Handler or delete it, in the event the entrustment contract does not come into effect, becomes invalid, or is revoked or terminated, and provide a written statement to the Personal Information Handler. If it is technically impossible to delete the Personal Information, the Overseas Recipient shall cease the processing of Personal Information other than storage and any necessary measures taken for the security protection.

（六）按下列方式保障个人信息处理安全：

(6) It will safeguard the security of Personal Information processing by adopting the following measures:

1. 采取包括但不限于本合同第二条第五项的技术和管理措施，并定期进行检查，确保个人信息安全。

1. The Overseas Recipient will take technical and management measures including but not limited to those set out in Paragraph (5) of Article II of this Contract, and carry out periodic checks to ensure the security of Personal Information.

2. 确保授权处理个人信息的人员履行保密义务，并建立最小授权的访问控制权限。

2. The Overseas Recipient shall ensure that personnel authorized to process Personal Information have committed themselves to confidentiality obligations, and establish a minimum authorized access control permissions.

（七）如处理的个人信息发生或者可能发生篡改、破坏、泄露、丢失、非法利用、未经授权提供或者访问，应当开展下列工作：

(7) If the processed Personal Information is or may be tampered with, destroyed, leaked, lost, illegally used, provided or accessed without authorization, the Overseas Recipient shall carry out the following works:

1. 及时采取适当补救措施，减轻对个人信息主体造成的不利影响。

1. Take appropriate remedial measures in a timely manner to mitigate the adverse

impact on the Personal Information Subject.

2. 立即通知个人信息处理者，并根据相关法律法规要求报告监管机构。通知应当包含下列事项：

2. Immediately notify the Personal Information Handler and report to the Regulatory Authority in accordance with the Relevant Laws and Regulations. The notification shall contain the following items.

(1) 发生或者可能发生篡改、破坏、泄露、丢失、非法利用、未经授权提供或者访问的个人信息种类、原因和可能造成的危害。

i. The category of Personal Information that has been or may be tampered with, destroyed, leaked, lost, illegally used, provided, or accessed without authorization, the cause of the adverse event, the potential damage.

(2) 已采取的补救措施；

ii. The remedial measures that have been taken.

(3) 个人信息主体可以采取的减轻危害的措施。

iii. Measures that can be taken by the Personal Information Subject to mitigate the damage.

(4) 负责处理相关情况的负责人或者负责团队的联系方式。

iv. Contact information of the person or team in charge of handling the relevant case.

3. 相关法律法规要求通知个人信息主体的，通知的内容包含本项第 2 目的事项。受个人信息处理者委托处理个人信息的，由个人信息处理者通知个人信息主体。

3. If the Relevant Laws and Regulations require the Overseas Recipient to notify the Personal Information Subject, the notification shall include the information set out in Subsection 2 of this Paragraph above. Where the processing of Personal Information is entrusted by the Personal Information Handler, the Personal Information Handler shall notify the Personal Information Subject.

4. 记录并留存所有与发生或者可能发生篡改、破坏、泄露、丢失、非法利用、未经授权提供或者访问有关的情况，包括采取的所有补救措施。

4. Record and retain all information in relation to the occurrence or potential occurrence of tampering, destruction, leakage, loss, illegal use, unauthorized provision or access, including all remedial measures taken.

（八）同时符合下列条件的，方可向中华人民共和国境外的第三方提供个人信息：

(8) The Overseas Recipient is allowed to provide the Personal Information to a third party located outside the People’s Republic of China only if all the following conditions

are met:

1. 确有业务需要。

1. There is a business necessity.

2.已告知个人信息主体该第三方的名称或者姓名、联系方式、处理目的、处理方式、个人信息种类、保存期限以及行使个人信息主体权利的方式和程序等事项。向第三方提供敏感个人信息的，还应当向个人信息主体告知提供敏感个人信息的必要性以及对个人权益的影响。但是法律、行政法规规定不需要告知的除外。

2. The Personal Information Subject has been informed of the identity of the third party, its contact information, the purpose of processing, the means of processing, the category of Personal Information, the retention period and the manner and procedure for Personal Information Subject to exercise his or her rights. Where Sensitive Personal Information is to be provided to such third party, the Personal Information Subject shall also be informed of the necessity of providing Sensitive Personal Information and the impact on personal rights and interests unless otherwise provided by the laws and administrative regulations that such notification is not required.

3. 基于个人同意处理个人信息的，应当取得个人信息主体的单独同意。涉及不满十四周岁未成年人个人信息的，应当取得未成年人的父母或者其他监护人的单独同意。法律、行政法规规定应当取得书面同意的，应当取得书面同意。

3. Where the processing of Personal Information is based on individual's consent, the separate consent of the Personal Information Subject shall be obtained. If Personal Information of a minor under the age of fourteen is involved, the consent shall be obtained from his or her parents or other guardians. Where written consent is required by laws or administrative regulations, such written consent shall be obtained.

4. 与第三方达成书面协议，确保第三方的个人信息处理活动达到中华人民共和国相关法律法规规定的个人信息保护标准，并承担因向中华人民共和国境外的第三方提供个人信息而侵害个人信息主体享有权利的法律责任。

4. It enters into a written agreement with the third party to ensure that the processing of Personal Information by the third party satisfies the standard of protection of Personal Information provided by the Relevant Laws and Regulations of the People's Republic of China, and to assume liabilities for the infringement to the rights of the Personal Information Subject arising from the provision of the Personal Information to the third party located outside the People's Republic of China.

5. 根据个人信息主体的要求向个人信息主体提供该书面协议的副本。如涉及商

业秘密或者保密商务信息，在不影响个人信息主体理解的前提下，可对该书面协议相关内容进行适当处理。

5. It will provide a copy of the above written agreement to the Personal Information Handler at the request of the Personal Information Subject. If trade secrets or confidential business information are involved, the relevant contents of the written agreement may be appropriately redacted, provided that such redaction will not affect the Personal Information Subjects' understanding of the written agreement.

（九）受个人信息处理者委托处理个人信息，转委托第三方处理的，应当事先征得个人信息处理者同意，要求该第三方不得超出本合同附录一“个人信息出境说明”中约定的处理目的、处理方式等处理个人信息，并对该第三方的个人信息处理活动进行监督。

(9) Where it is entrusted by the Personal Information Handler to process Personal Information, and where it sub-contracts any of its Personal Information processing activities to a third party, it shall obtain prior consent from the Personal Information Handler. The Overseas Recipient shall ensure such third party not process Personal Information in a way beyond the purpose and means of processing as agreed in Appendix I "Description of Cross-Border Transfer of Personal Information" of this Contract, and shall supervise the Personal Information processing activities of the third party.

（十）利用个人信息进行自动化决策的，应当保证决策的透明度和结果公平、公正，不得对个人信息主体在交易价格等交易条件上实行不合理的差别待遇。通过自动化决策方式向个人信息主体进行信息推送、商业营销的，应当同时提供不针对其个人特征的选项，或者向个人信息主体提供便捷的拒绝方式。

(10) When using Personal Information for automated decision making, it will ensure transparency in decision making, as well as fair and equitable results, and will not apply unreasonable differential treatment to the Personal Information Subjects in terms of transaction conditions such as transaction price. Where automated decision-making is used for information push and commercial marketing to the Personal Information Subject,, the Overseas Recipient will provide Personal Information Subject with either options that are not specific to individuals' personal characteristics, or with a convenient way of refusal for the Personal Information Subject.

（十一）承诺向个人信息处理者提供已遵守本合同义务所需的必要信息，允许个

人信息处理者对必要数据文件和文档进行查阅，或者对本合同涵盖的处理活动进行合规审计，并为个人信息处理者开展合规审计提供便利。

(11) It shall undertake to provide the Personal Information Handler with all the information necessary to demonstrate compliance with the obligations set forth in this Contract, to allow the Personal Information Handler to access to data files and documents, or conduct audits on the processing activities covered by this Contract, and will facilitate the compliance audits carried out by the Personal Information Handler.

（十二）对开展的个人信息处理活动进行客观记录，保存记录至少3年，并按照相关法律法规要求直接或者通过个人信息处理者向监管机构提供相关记录文件。

(12) It will keep objective records of the Personal Information processing activities carried out, and keep such records for at least 3 years; it will provide relevant records and documents to the Regulatory Authority directly or through the Personal Information Handler as required by the Relevant Laws and Regulations.

（十三）同意在监督本合同实施的相关程序中接受监管机构的监督管理，包括但不限于答复监管机构询问、配合监管机构检查、服从监管机构采取的措施或者作出的决定、提供已采取必要行动的书面证明等。

(13) It agrees to be subject to the supervision and administration by the Regulatory Authority during the relevant procedures for supervising the implementation of the Contract, including but not limited to responding to the Regulatory Authority's inquiries, cooperating with the Regulatory Authority's inspections, obeying the measures taken or decisions made by the Regulatory Authority, and providing written confirmation that necessary actions have been taken etc.

第四条 境外接收方所在国家或者地区个人信息保护政策和法规对本合同履行的影响

IV. Impact of Personal Information Protection Policies and Regulations of the Country or Region Where the Overseas Recipient is Located on Performing the Contract

（一）双方应当保证在本合同订立时已尽到合理注意义务，未发现境外接收方所在国家或者地区的个人信息保护政策和法规（包括任何提供个人信息的要求或者授权公共机关访问个人信息的规定）影响境外接收方履行本合同约定的义务。

(1) The Parties shall ensure that they have fulfilled their obligations of reasonable care at the time of the conclusion of this Contract and have not found any Personal Information protection policies or regulations (including any requirements to provide Personal Information or provisions to authorize public authorities to access Personal Information) of the country or region where the Overseas Recipient is located that would affect the Overseas Recipient's obligations under this Contract.

（二）双方声明，在作出本条第一项的保证时，已经结合下列情形进行评估：

(2) The Parties declare that they have performed the assessment in conjunction with the following circumstances when providing the warranties in Paragraph (1) of this Article:

1. 出境的具体情况，包括个人信息处理目的、传输个人信息的种类、规模、范围及敏感程度、传输的规模和频率、个人信息传输及境外接收方的保存期限、境外接收方此前类似的个人信息跨境传输和处理相关经验、境外接收方是否曾发生个人信息安全相关事件及是否进行了及时有效地处置、境外接收方是否曾收到其所在国家或者地区公共机关要求其提供个人信息的请求及境外接收方应对的情况。

1. The specific circumstances of the cross-border transfer of Personal Information, including the purpose of processing Personal Information, the category, quantity, scope and sensitivity of the Personal Information involved in the transfer, the scale and frequency of the transfer, the period of the cross-border transfer of Personal Information and the retention period of the Overseas Recipient and the Overseas Recipient's previous experience in similar cross-border transfers and processing of Personal Information, whether the Overseas Recipient has had any Personal Information security incidents and whether it has dealt with them in a timely and effective manner, whether the Overseas Recipient has received requests for Personal Information from public authorities in the country or region where it is located and its response.

2. 境外接收方所在国家或者地区的个人信息保护政策和法规，包括下列要素：

2. The Personal Information protection policies and regulations of the country or region where the Overseas Recipient is located, including the following factors:

（1） 该国家或者地区现行的个人信息保护法律法规及普遍适用的标准。

（1） The existing Personal Information protection laws and regulations and generally applicable standards in that country or region.

（2） 该国家或者地区加入的区域性或者全球性的个人信息保护方面的

组织，以及所作出的具有约束力的国际承诺。

（2） The regional or global organizations for Personal Information protection to which the country or region is a member, as well as binding international commitments made by such country or region.

（3） 该国家或者地区落实个人信息保护的机制，如是否具备个人信息保护的监督执法机构和相关司法机构等。

（3） The mechanism for the implementation of Personal Information protection of the country or region, such as whether there is supervisory and law enforcement agency for Personal Information protection and relevant judicial bodies, etc.

3. 境外接收方安全管理制度和技术手段保障能力。

3. The Overseas Recipient's security management system and technical capability to safeguard security.

（三）境外接收方保证，在根据本条第二项进行评估时，已尽最大努力为个人信息处理者提供了必要的相关信息。

(3) The Overseas Recipient warrants that it has used its best efforts to provide the Personal Information Handler with the relevant information necessary for the assessment under Paragraph (2) of this Article.

（四）双方应当记录根据本条第二项进行评估的过程和结果。

(4) The Parties shall document the process and results of the assessment carried out pursuant to Paragraph (2) of this Article.

（五）因境外接收方所在国家或者地区的个人信息保护政策和法规发生变化（包括境外接收方所在国家或者地区更改法律，或者采取强制性措施）导致境外接收方无法履行本合同的，境外接收方应当在知道该变化后立即通知个人信息处理者。

(5) If the Overseas Recipient is unable to perform this Contract due to any changes in Personal Information protection policies and regulations of the country or region where it is located (including changes in laws or mandatory measures in the country or region where it is located), the Overseas Recipient shall notify the Personal Information Handler as soon as it becomes aware of this change.

（六）境外接收方接到所在国家或者地区的政府部门、司法机构关于提供本合同项下的个人信息要求的，应当立即通知个人信息处理者。

(6) The Overseas Recipient shall immediately notify the Personal Information Handler

when receiving the request from the government department or judicial authority of the country or region where it is located for provision of Personal Information under the Contract.

第五条 个人信息主体的权利

V. Rights of Personal Information Subject

双方约定个人信息主体作为本合同第三方受益人享有以下权利：

The Parties agree that Personal Information Subject shall have the following rights as the third-party beneficiary of this Contract:

（一）个人信息主体依据相关法律法规，对其个人信息的处理享有知情权、决定权，有权限制或者拒绝他人对其个人信息进行处理，有权要求查阅、复制、更正、补充、删除其个人信息，有权要求对其个人信息处理规则进行解释说明。

(1) The Personal Information Subject has the right to be informed and the right to decide for the processing of his or her Personal Information, the right to restrict or refuse the processing of his or her Personal Information by others, the right to access, the right to copy, the right to correct and supplement, the right to delete, and the right to request an explanation of the rules for processing his or her Personal Information in accordance with the Relevant Laws and Regulations.

（二）当个人信息主体要求对已经出境的个人信息行使上述权利时，个人信息主体可以请求个人信息处理者采取适当措施实现，或者直接向境外接收方提出请求。个人信息处理者无法实现的，应当通知并要求境外接收方协助实现。

(2) When the Personal Information Subject requests to exercise the above-mentioned rights with respect to the Personal Information transferred abroad, the Personal Information Subject may request the Personal Information Handler to take appropriate measures to fulfil it or make a request directly to the Overseas Recipient. If the Personal Information Handler is unable to do so, it shall notify and request the Overseas Recipient to assist.

（三）境外接收方应当按照个人信息处理者的通知，或者根据个人信息主体的请求，在合理期限内实现个人信息主体依照相关法律法规所享有的权利。

(3) The Overseas Recipient shall, in accordance with the notice of the Personal Information Handler or upon the request of Personal Information Subject, fulfil the rights borne by the Personal Information Subject in accordance with the Relevant Laws and Regulations within a reasonable time limit.

境外接收方应当以显著的方式、清晰易懂的语言真实、准确、完整地告知个人信息主体相关信息。

The Overseas Recipient shall inform the Personal Information Subject of the relevant information in a prominent manner and in clear and understandable language, as well as in a true, accurate and complete manner.

（四）境外接收方拒绝个人信息主体的请求的，应当告知个人信息主体其拒绝的原因，以及个人信息主体向相关监管机构提出投诉和寻求司法救济的途径。

(4) If Overseas Recipient intends to refuse the request of the Personal Information Subject, it shall inform the Personal Information Subject of the reasons for its refusal and the ways for the Personal Information Subject to file a complaint with the relevant Regulatory Authority and seek judicial remedies.

（五）个人信息主体作为本合同第三方受益人有权根据本合同条款向个人信息处理者和境外接收方的一方或者双方主张并要求履行本合同项下与个人信息主体权利相关的下列条款：

(5) The Personal Information Subject, as a third-party beneficiary of this Contract, shall have the right to invoke and enforce any of the following provisions under this Contract in relation to the rights of the Personal Information Subject against either the Personal Information Handler or the Overseas Recipient:

1. 第二条，但第二条第五项、第六项、第七项、第十一项除外。

   Article II, except for Paragraph (5), (6), (7) and (11) of Article II.

2. 第三条，但第三条第七项第 2 目和第 4 目、第九项、第十一项、第十二项、第十三项除外。

   Article III, except for Subsection (2) and (4) of Paragraph (7), Paragraph (9), (11), (12), and (13) of Article III.

3. 第四条，但第四条第五项、第六项除外。

   Article IV, except for Paragraph (5) and (6) of Article IV.

4. 第五条。

   Article V.

5. 第六条。

   Article VI.

6. 第八条第二项、第三项。

   Paragraph (2) and (3) of Article VIII.

7.第九条第五项。

Paragraph (5) of Article IX.

上述约定不影响个人信息主体依据《中华人民共和国个人信息保护法》享有的权益。

The agreement above shall not affect the rights and interests of the Personal Information Subject as provided in the *Personal Information Protection Law of the People's Republic of China*.

第六条 救济

VI. Remedies

（一）境外接收方应当确定一个联系人，授权其答复有关个人信息处理的询问或者投诉，并应当及时处理个人信息主体的询问或者投诉。境外接收方应当将联系人信息告知个人信息处理者，并以简洁易懂的方式，通过单独通知或者在其网站公告，告知个人信息主体该联系人信息，具体为：

(1) The Overseas Recipient shall appoint a contact person who is authorized to respond to inquiries or complaints regarding the processing of Personal Information, and shall promptly handle any inquiries or complaints from the Personal Information Subject. The Overseas Recipient shall inform the Personal Information Handler of the contact information, and shall inform the Personal Information Subject of such contact information in a manner which is plain and easy to understand, through a separate notice or announcement on its website, as follows:

联系人及联系方式（办公电话或电子邮箱）

Contact person and contact information (office phone number or email address)

10x Privacy Team – privacy@10xgenomics.com

（二）一方因履行合同与个人信息主体发生争议的，应当通知另一方，双方应当合作解决争议。

(2) If a dispute arises between either Party and the Personal Information Subject with respect to the performance of this Contract, such Party shall notify the other Party, and both Parties shall cooperate to resolve the dispute.

（三）争议未能友好解决，个人信息主体根据第五条行使第三方受益人的权利的，境外接收方接受个人信息主体通过下列形式维护权利：

(3) If the dispute is not resolved amicably, the Personal Information Subject exercises the rights of a third-party beneficiary in accordance with Article V of the Contract, the Overseas Recipient shall accept the Personal Information Subject to defend his or her rights through either of the following means:

1. 向监管机构投诉。

   To file a complaint with the Regulatory Authority.

2. 向本条第五项约定的法院提起诉讼。

   To file a lawsuit with the court specified in Paragraph (5) of this Article.

（四）双方同意个人信息主体就本合同争议行使第三方受益人权利，个人信息主体选择适用中华人民共和国相关法律法规的，从其选择。

(4) The Parties agree that where Personal Information Subject exercises the rights as a third-party beneficiary with respect to a dispute under the Contract, if the Personal Information subject chooses to apply the Relevant Laws and Regulations of the People's Republic of China, such choice shall prevail.

（五）双方同意个人信息主体就本合同争议行使第三方受益人权利的，个人信息主体可以依据《中华人民共和国民事诉讼法》向有管辖权的人民法院提起诉讼。

(5) The Parties agree that where Personal Information Subject exercises the rights as a third-party beneficiary with respect to a dispute under the Contract, the Personal Information Subject may bring a lawsuit with a competent court in accordance with the *Civil Procedure Law of the People's Republic of China*.

（六）双方同意个人信息主体所作的维权选择不会减损个人信息主体根据其他法律法规寻求救济的权利。

(6) The Parties agree that the choice of the Personal Information Subject to defend his or her rights will not derogate from the Personal Information Subject's rights to seek remedies under other laws and regulations.

第七条 合同解除

VII. Termination of Contract

（一）境外接收方违反本合同约定的义务，或者境外接收方所在国家或者地区的个人信息保护政策和法规发生变化（包括境外接收方所在国家或者地区更改法律，或者采取强制性措施）导致境外接收方无法履行本合同的，个人信息处理者可以暂停向境外接收方提供个人信息，直到违约行为被改正或者合同被解除。

(1) If the Overseas Recipient breaches its obligations under this Contract, or is unable to perform the Contract due to any change in the Personal Information protection policies and regulations of the country or region where the Overseas Recipient is located (including amendment to the laws or the adoption of mandatory measures of the country or region where the Overseas Recipient is located), the Personal Information Handler may suspend the provision of Personal Information to the Overseas Recipient until the breach is rectified or the Contract is terminated.

（二）有下列情形之一的，个人信息处理者有权解除本合同，并在必要时通知监管机构：

(2) The Personal Information Handler has the right to terminate this Contract and, if necessary, to notify the Regulatory Authority if one of the following circumstances occurs:

1. 个人信息处理者根据本条第一项的规定暂停向境外接收方提供个人信息的时间超过 1 个月。

The Personal Information Handler suspends the provision of Personal Information to the Overseas Recipient for more than one month in accordance with Paragraph (1) of this Article.

2. 境外接收方遵守本合同将违反其所在国家或者地区的法律规定。

The Overseas Recipient's compliance with this Contract would violate the laws of the country or region in which it is located.

3. 境外接收方严重或者持续违反本合同约定的义务。

The Overseas Recipient is in serious or persistent breach of its obligations under this Contract.

4. 根据境外接收方的主管法院或者监管机构作出的终局决定，境外接收方或者个人信息处理者违反了本合同约定的义务。

According to a final decision of the competent court or Regulatory Authority of the Overseas Recipient, the Overseas Recipient or the Personal Information Handler is in breach of the obligations of this Contract.

在本项第 1 目、第 2 目、第 4 目的情况下，境外接收方也可以解除本合同。

In the case of Subsection 1, 2 or 4 of this Paragraph, the Overseas Recipient may also terminate this Contract.

（三）经双方同意解除本合同的，合同解除不免除其在个人信息处理过程中的个

人信息保护义务。

(3) The Contract may be terminated by mutual consent of both Parties, but the termination of this Contract does not exempt the Parties from their obligations to protect Personal Information in the processing of Personal Information.

（四）合同解除时，境外接收方应当及时返还或者删除其根据本合同所接收到的个人信息（包括所有备份），并向个人信息处理者提供书面说明。删除个人信息从技术上难以实现的，应当停止除存储和采取必要的安全保护措施之外的处理。

(4) Upon termination of the Contract, the Overseas Recipient shall promptly return or delete the Personal Information (including all backups) it has received under this Contract in a timely manner, and provide a written statement to the Personal Information Handler. If it is technically impossible to delete the Personal Information, the processing of Personal Information other than storage and any necessary measures taken for the security protection, shall be ceased.

第八条 违约责任

VIII. Liability for Breach of Contract

（一）双方应就其违反本合同而给对方造成的损失承担责任。

(1) Each Party shall be liable to the other Party for any damage as a result of its breach of this Contract.

（二）任何一方因违反本合同而侵害个人信息主体享有的权利，应当对个人信息主体承担民事法律责任，且不影响相关法律法规规定个人信息处理者应当承担的行政、刑事等法律责任。

(2) Each Party shall assume civil liabilities to the Personal Information Subject for any infringement to the rights of the Personal Information Subject arising from its breach of the Contract, without prejudice to the administrative, criminal or other liabilities that the Personal Information Handler shall assume under the Relevant Laws and Regulations.

（三）双方依法承担连带责任的，个人信息主体有权请求任何一方或者双方承担责任。一方承担的责任超过其应当承担的责任份额时，有权向另一方追偿。

(3) Where the Parties assume joint and several liabilities according to the laws, the Personal Information Subject has the right to request either Party or both Parties to

assume the liabilities. When the liability assumed by one Party exceeds the liability such Party shall assumed, it shall have the right to claim against the other Party accordingly.

第九条 其他

IX. Miscellaneous

（一）如本合同与双方订立的任何其他法律文件发生冲突，本合同的条款优先适用。

(1) If this Contract conflicts with any other agreement already existing between the Parties, the terms of this Contract shall prevail.

（二）本合同的成立、效力、履行、解释、因本合同引起的双方间的任何争议，适用中华人民共和国相关法律法规。

(2) This formation, validity, performance, and interpretation of this Contract and any dispute between the Parties arising from this Contract shall be governed by the Relevant Laws and Regulations of the People's Republic of China.

（三）发出的通知应当以电子邮箱、电报、电传、传真（以航空信件寄送确认副本）或者航空挂号信发往*（具体地址）*或者书面通知取代该地址的其它地址。如以航空挂号信寄出本合同项下的通知，在邮戳日期后的_五_天应当视为收讫；如以电子邮箱、电报、电传或者传真发出，在发出以后的_一_个工作日应当视为收讫。

(3) All notices shall be promptly sent or mailed by electronic mail, cable, telex, facsimile (with a confirmation copy sent by airmail) or registered airmail to *(specific address)* or other address for which the written notice is given in lieu of such address. Notices hereunder shall be deemed received after 5 days after the date of postmarking if sent by registered airmail or _1_business day after the date of sending if sent by email, cable, telex or facsimile transmission.

（四）双方因本合同产生的争议以及任何一方因先行赔偿个人信息主体损害赔偿责任而向另一方的追偿，双方应当协商解决；协商解决不成的，任何一方可以采取下列第 1 种方式加以解决（如选择仲裁，请勾选仲裁机构）：

(4) Disputes arising from the Contract between the Parties, as well as the recovery by either Party from the other Party for the first compensation of the Personal Information

Subject's liability for damage, shall be resolved by mutual consultation; if the consultation fails, either Party may adopt the any of the following means to resolve the dispute (if arbitration is selected, please check the arbitration institution):

1. 仲裁。将该争议提交

1. Arbitration. The Parties will submit the dispute to

□中国国际经济贸易仲裁委员会

China International Economic and Trade Arbitration Commission (CIETAC)

□中国海事仲裁委员会

China Maritime Arbitration Commission (CMAC)

□北京仲裁委员会（北京国际仲裁中心）

Beijing Arbitration Commission (Beijing International Arbitration Center)

X 上海国际仲裁中心

Shanghai International Arbitration Center (SIAC)

□其他《承认及执行外国仲裁裁决公约》成员的仲裁机构_____按其届时有效的仲裁规则在_（仲裁地点）___进行仲裁；

Other arbitration institutions,_____that are members of the *Convention on the Recognition and Enforcement of Foreign Arbitral Awards* at_____(place of arbitration) in accordance with their arbitration rules in force at that time;

2. 诉讼。依法向中华人民共和国有管辖权的人民法院提起诉讼。

2. Litigation. The Parties will file a lawsuit with the people's court with jurisdiction in People's Republic of China according to the law.

（五）本合同应当按照相关法律法规的规定进行解释，不得以与相关法律法规规定的权利、义务相抵触的方式解释本合同。

(5) This Contract shall be interpreted in accordance with the provisions of the Relevant Laws and Regulations, and shall not be interpreted in a manner that contradicts the rights and obligations stipulated in the Relevant Laws and Regulations.

（六）本合同通过个人信息处理者订立并接受境外接收方产品与服务采购及使用的商业合同生效。

(6) **This Contract is executed and accepted by the Personal Information Handler by entering into the commercial contract governing purchase and use of the Overseas Recipient's products and services.**

附录一

Appendix I

个人信息出境说明

Description of Cross-Border Transfer of Personal Information

根据本合同向境外提供个人信息的详情约定如下：

Details of cross-border transfer of Personal Information under this Contract are agreed as follows:

（一）处理目的：

(1) **Processing purpose:**

Processing necessary to provide Personal Information Handler with one or more of the following services:

1. Cloud services provided under the 10x Genomics Cloud Services Terms ("Cloud Services").

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

3. Services provided under the Product Addendum for Instruments ("Instrument Terms").

（二）处理方式

（2）**Processing means:**

The frequency of the processing/transfer (e.g., whether the data is transferred on a one-off or continuous basis):

1. Cloud Services: The Personal Data is transferred whenever Personal Information Handler uses associated Cloud Services (e.g., 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).

2. Xenium Panel Designer Services: Personal Information is transferred whenever Personal Information Handler uses associated Xenium Panel Designer services.
3. Instrument Terms: Personal Information and usage data are transferred automatically and regularly.

（三）出境个人信息的规模：

(3) **Scale of the Personal Information to be transferred outside China:**

1. Cloud Services: The scale depends on the amount of data uploaded by each Personal Information Handler.

2. Xenium Panel Designer Services: The scale depends on the amount of data uploaded by each Personal Information Handler.

3. Instrument Terms: The scale depends on the amount of data uploaded by each Personal Information Handler.

（四）出境个人信息种类（参考GB/T 35273《信息安全技术 个人信息安全规范》和相关标准）：

(4) The categories of Personal Information to be transferred abroad (refer to GB/T 35273 *"Information Security Technology Personal Information Security Specification*" and related standards):

1. Cloud Services: Personal Information uploaded by Personal Information Handler can include sequence data (which is however not identifiable for Overseas Recipient); reference transcriptomes; 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); and Usage data (which is any data and information related to Personal Information Handler's use of the services excluding biological data and results) related to Customer's use of the Cloud Services linked with user's email address (excluding biological data and

results); and prompts submitted to Sentira and responses generated.

2. Xenium Panel Designer Services: Personal Information processed hereunder may include 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 advances custom cases and only as requested by the Personal Information Handler (such information is however not identifiable for Overseas Recipient);.

3. Instrument Terms: Usage data (which is any data and information related to Personal Information Handler's use of the services excluding biological data and results) processed by Overseas Recipient for provision of services pursuant to the Instrument Terms consists of unique IDs assigned to each user and device to map activity on a given instrument; and sequence data targeted in the Xenium panel (which are however not identifiable for Overseas Recipient).

（五）出境敏感个人信息种类（如适用，参考GB/T 35273《信息安全技术 个人信息安全规范》和相关标准）：

(5) The categories of Sensitive Personal Information to be transferred abroad (refer to GB/T 35273 *"Information Security Technology Personal Information Security Specification"* and related standards):

The data subjects can include Personal Information Handler's genomic sequence data (which is however not identifiable for Overseas Recipient).

（六）境外接收方只向以下中华人民共和国境外第三方提供个人信息（如适用）：

(6) The Overseas Recipient only provides Personal Information to the following third party located outside of People's Republic of China (if applicable):

Notwithstanding Article III, paragraph (9) of the Contract, Personal Information Handler grants Overseas Recipient 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

Clause III (9), Personal Information Handler generally authorizes the engagement as sub-processors of other members of the Overseas Recipient's group or third parties, to support the performance of the services provided to Personal Information Handler under the main commercial contact. 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 Personal Information Handler Personal Information cannot be excluded, provided Overseas Recipient takes reasonable steps to protect the confidentiality of Personal Information.

（七）传输方式：

(7) Means of transfer:

Please see Article (2) of Annex 1.

（八）出境后保存期限：

(8) Retention period after cross-border transfer:

1. Cloud Services:
    a. 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 Overseas Recipient deems to be high value are marked as "files with ongoing storage" and have no expiration date. These files will persist until Personal Information Handler takes action to delete them. In cases where Personal Information Handler is running Cell Ranger or Space Ranger through a local installation that sends data to Overseas Recipient's Cloud 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. Personal Information Handler has 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 Overseas Recipient 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.

b. 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 and are deleted or anonymized after the account is closed, or upon user's request.

2. Xenium Panel Designer Services: The Personal Information Handler can delete any input or output data files or make a request to delete an ordered design and Overseas Recipient will promptly action such request. All input and output files will be stored until they are manually deleted by Personal Information Handler. These files will persist until the Personal Information Handler takes action to delete them. Once a design is ordered, it will be deleted upon request.

3. Instrument Terms: Personal Information Handler's data will be deleted after a period of no more than 90 days. In case of the provision of remote support this 90-day 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 Personal Information Handler's account. For this purpose, the association between instrument usage and Unique ID will be deleted after the deletion of the Personal Information Handler's account.

（九）出境后保存地点：

(9) Storage location after cross-border transfer:

1. Cloud Services: AWS, US-West (Oregon), US-West-2.

2. Xenium Panel Designer Services: AWS, US-West (Oregon), US-West-2.

3. Instrument Terms: AWS, US-West (Oregon), US-West-2.

（十）其他事项（视情况填写）：

(10) Other matters (to be filled in as appropriate):

Technical and organizational security measures:

Overseas Recipient uses AWS to host the data processed under the terms of this Contract. The applicable technical and organizational security measures applied by AWS are described in the AWS Data Processing Addendum which can be accessed here: 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, Overseas Recipient 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.

附录二

Appendix II

双方约定的其他条款（如需要）

Other terms as agreed by the Parties (if necessary).

Not applicable.