

DATA PROCESSING GENERAL TERMS AND CONDITIONS

数据处理通用条款与条件

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

本《数据处理通用条款与条件》（下称“DPA”）是《数字程序通用条款与条件》（下称“《通用条款与条件》”）的一部分，由艺康与客户（单称为“一方”，合称为“双方”）共同订立。本 DPA 中所使用的术语应具有本 DPA 中规定的含义。本 DPA 中未另行定义的术语应按照《通用条款与条件》中的定义解释，除非该术语在《数据保护法》（如下文定义）项下具有特定含义，在这种情况下，应以《数据保护法》项下的定义为准。除本 DPA 中所做的修改外，《通用条款与条件》中的条款应具有完全效力。

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

定义。 在本 DPA 中，以下术语具有如下含义，《数据保护法》中的同源术语也应据此解释：

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

“**控制者**”应具有《数据保护法》所赋予的含义，如果在《数据保护法》未做该定义，则指单独或与他方共同决定个人信息处理的目的和方式的自然人或法人、公共机关、机构或其他主体。

1.2. “Data Protection Law” means state and international comprehensive data protection laws, including, but not limited to (a) the European Union (“EU”) General Data Protection Regulation (“GDPR”), European Economic Area (“EEA”) laws, and the United Kingdom, the Data Protection Act 2018 (“UK Data Protection Law”); (b) the California Consumer Privacy Act Cal. Civ. Code § 1798.100 et seq. (“CCPA”), and similar or other state data protection laws; (c) other applicable, comprehensive data protection laws with respect to any Personal Information processed under the General Terms and Conditions.

“**《数据保护法》**”是指国家和国际综合性的数据保护法律，包括但不限于(1) 欧盟 (“EU”) 的《通用数据保护条例》（下称“GDPR”），欧洲经济区（下称“EEA”）的法律以及英国的《2018 年数据保护法》（下称“《英国数据保护法》”）；(2) 加利福尼亚州的《消费者隐私法案》（第 1798.100 节及后续章节）（下称“CCPA”），以及类似或其他州的数据保护法；(3) 其他适用的、根据《通用条款与条件》处理的任何个人信息相关的综合性数据保护法律。

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

“**数据主体**”是指《数据保护法》所定义的任何已被识别或可识别的自然人。

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

“**个人信息**”是指根据本《通用条款与条件》处理的或与之相关的、可适用的《数据保护法》定义的任何个人信息（也称为个人数据或个人可识别信息 (“PII”)，包括任何敏感或特殊类别的数据）。

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

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

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

“**处理者**”应具有《数据保护法》所赋予的含义，如果在《数据保护法》中未做定义，则指是代表控制者处理个人信息的自然人或法人、公共机关、机构或其他主体。

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

“**安全事件**”是指违反安全规定，导致个人信息被意外或非法破坏、丢失、更改、未经授权披露或访问的事件。

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

“**分处理者**”指由艺康指定或代表艺康，根据《通用条款与条件》，处理个人信息的任何人（包括任何第三方，但不包括艺康的员工）。

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

在 DPA 中使用的其他大写和小写术语应具有与《数据保护法》中相同的含义，且其同源术语也应据此解释。

2. Roles of the Parties

双方的角色

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

双方一致同意，为《数据保护法》之目的，客户是与个人信息处理相关的控制者，艺康是处理者，此类术语应具有《数据保护法》规定的含义。

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

在《数据保护法》没有明确使用“控制者”和“处理者”这两个术语的情况下，双方则应根据具体适用的《数据保护法》中“控制者”和“处理者”的同源术语来确定各自的角色。

3. Mutual Assurance of Compliance

合规的相互保证

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

双方承认并确认，在处理个人信息时，将遵守《数据保护法》的所有可适用要求和本 DPA 的条款。

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

客户和艺康应分别负责遵守适用于己方的法定数据保护规定，本 DPA 中的任何条款均不免除一方自身的法定义务。

4. Obligations of Ecolab

艺康的义务

4.1. Ecolab shall:

艺康应：

4.1.1. retain, use, disclose, transfer or otherwise process the Personal Information only for the specified purpose of performance under the General Terms and Conditions;

仅为履行《通用条款与条件》规定的特定目的而保留、使用、披露、传输或以其他方式处理个人信息；

- 4.1.2.** process Personal Information only on documented instructions from Customer (as reflected in the General Terms and Conditions or other written or verbal communication);
仅根据客户的书面指示（如《通用条款与条件》或其他书面或口头沟通所述）处理个人信息；
- 4.1.3.** not sell or “share” Personal Information, as those terms are defined by specific Data Protection Law (e.g. CCPA) for cross context or targeted advertising (any limitation on “sharing” shall not apply to Ecolab’s use of subprocessor or other third parties for data processing where necessary to fulfill its obligations under the Agreement);
不得出售或“共享”个人信息，如特定《数据保护法》（如 CCPA）用于交叉语境或定向广告的定义（对“共享”的任何限制，不适用于艺康在必要时为履行其在本协议项下的义务而使用分处理者或其他第三方进行数据处理的情况）；
- 4.1.4.** ensure that persons authorized to process Personal Information have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
确保经授权处理个人信息的人员已承诺保密或负有适当的法定保密义务；
- 4.1.5.** review and implement updates or guidance with respect to new Data Protection Law that are applicable to the General Terms and Conditions; and
审查并实施根据新的《数据保护法》适用于《通用条款与条件》的更新或指引；以及
- 4.1.6.** make available to Customer all information necessary to demonstrate Ecolab’s compliance with its obligations under the General Terms and Conditions.
向客户提供所有必要信息，以证明艺康遵守了《通用条款与条件》项下的义务。

- 4.2.** The degree to which a Data Subject intake is not governed or controlled directly by Customer, Ecolab shall notify Customer of a request it receives from a Data Subject. Ecolab shall forward such request to Customer and shall not respond unless required by law. Upon Customer’s reasonable written request, and the degree to which Customer is unable to fulfill a request without the assistance of Ecolab through available self-service or other options, Ecolab shall provide Customer with reasonable cooperation and assistance to enable a response to Data Subject’s request.
在客户不直接管理或控制数据主体接收的情况下，艺康应当将其收到的数据主体的请求通知客户。艺康应将请求转达给客户，除非法律要求，否则艺康不得做出回应。在客户提出合理的书面请求时，如果客户在没有艺康协助的情况下无法通过现有的自助服务或其他方式来完成请求，艺康应向客户提供合理的合作和协助，以便对数据主体的请求做出回应。
- 4.3.** If Ecolab receives a legally binding request or inquiry from a public authority or regulator for disclosure of Personal Information, it shall inform Customer of such request, unless prohibited by law. Ecolab agrees to provide Customer with reasonable assistance regarding such request, taking into account the nature of the processing and information available to Ecolab, including assisting Customer in challenging such request and leveraging any available appeals process.
如果艺康收到公共机关或监管机构要求披露个人信息的具有法律约束力的要求或询问，除法律禁止外，艺康应将此类要求通知客户。考虑到处理的性质和艺康可获得的信息，艺康同意向客户提供有关此类要求的合理协助，包括协助客户对此类请求提出异议并充分利用任何可用的申诉程序。
- 4.4.** As related to its processing of Personal Information, Ecolab shall notify Customer of any other requests or complaints regarding processing under the Program Agreement, including, but not limited to a) any requests or complaints received from Customer’s employees or affiliates; or b) any request for disclosure of Personal Information not already defined herein that is related to the Program Agreement.
在处理个人信息时，艺康应通知客户任何根据程序协议与处理相关的其他请求或投诉，包括但不限于：1) 来自客户员工或关联方的任何请求或投诉；或 2) 与程序协议有关的，本 DPA 中未做界定的任何个人信息披露请求。
- 4.5.** Ecolab shall provide reasonable assistance where Customer is required under applicable Data Protection Law to carry out assessments of the impact of the General Terms and Conditions or Program Agreement on the protection of Personal Information. In addition, Ecolab shall provide reasonable assistance where Customer is required under applicable Data Protection Law, to consult with a regulator regarding matters related to the processing of Personal Information under the General Terms and Conditions.

当适用的《数据保护法》要求客户对《通用条款与条件》或程序协议对个人信息保护的影响进行评估时，艺康应提供合理的协助。此外，如果适用的《数据保护法》要求客户就在《通用条款与条件》项下处理个人信息的相关事宜咨询监管机构，艺康应提供合理的协助。

- 4.6. Customer consents to Ecolab engaging Subprocessors to process Personal Information for the purpose of performance under the General Terms and Conditions. Where Ecolab engages a Subprocessor for carrying out specific processing activities as a part of performance under the General Terms and Conditions, Ecolab shall require legally compliant and industry standard data protection obligations based on the services provided and Personal Data processed by Subprocessor.**

客户同意艺康为履行《通用条款与条件》聘请分处理者处理个人信息。在艺康聘用分处理者来进行特定的数据处理活动以作为履行《通用条款与条件》项下义务的一部分时，艺康将基于分处理者提供的服务和处理的个人数据，要求其履行符合法律规定和行业标准的数据保护义务。

5. Obligations of Customer

客户的义务

- 5.1. Customer shall inform Ecolab without undue delay and comprehensively about any errors or irregularities related to statutory provisions on the processing of Personal Information detected during the course of such processing.**

在个人信息处理过程中，客户如果发现与个人信息处理的法律规定相关的任何错误或违规情况，客户应及时并全面地通知艺康。

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

在《数据保护法》要求时，客户自行负责履行向数据主体、监管机构或其他机关进行通知的义务。

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

如果客户从监管机关收到与艺康(1) 个人信息的处理；或(2) 可能未遵守《数据保护法》有关的任何投诉、通知或通讯，客户应在法律允许的范围内，迅速将该等投诉、通知或通讯转发给艺康，如该等投诉、通知或通讯涉及本DPA 项下进行的个人信息处理，客户则应向艺康提供合理的合作和协助。

6. Security

安全

- 6.1. Taking into account industry standards, the costs of implementation and the nature, scope, context, and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Ecolab shall in relation to the Personal Information implement appropriate technical and organizational measures to ensure a level of security appropriate to that risk. In assessing the appropriate level of security, Ecolab shall take account of the risks that are presented by processing, in particular from a Security Incident. The technical and organizational measure applicable to a particular Program are available upon request, pursuant to the security measures described in the General Terms and Conditions and/or the Program Agreement.**

考虑到行业标准、执行成本以及处理的性质、范围、背景和目的，以及对自然人权利和自由造成的不同可能性和严重程度的风险，针对个人信息，艺康应采取适当的技术和组织措施，以确保达到与该风险相适应的安全水平。在评估适当的安全水平时，艺康应当考虑处理过程产生的风险，特别是来自安全事件的风险。根据《通用条款与条件》和/或程序协议中规定的安全措施，可应要求提供适用于某一特定程序的技术和组织措施。

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

如艺康获悉与在本 DPA 和/或《通用条款与条件》项下处理的个人信息相关的安全事件，艺康应在合理的时间内发出通知。如是在艺康控制的系统中发现安全事件，则艺康将 (1) 调查安全事件，(2) 向客户提供有关安全事件的信息（如有可能，包括安全事件的性质、受安全事件影响的个人信息，以及可向其获取更多信息的艺康联系人的联系方式），以及 (3) 采取合理措施来减轻安全事件的影响，并将安全事件导致的任何损害降至最低。

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

个人信息的国际传输和标准合同条款

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

如果在《通用条款与条件》的范围内，艺康或其分处理者将在一个未被认定为可根据适用的《数据保护法》提供足够保护水平的国家处理来自于欧洲经济区的个人信息，双方同意签订本节所述的《欧盟标准合同条款》（下称“EU SCCs”）和《英国标准合同条款》（下称“UK SCCs”，与 EU SCCs 合称为“SCCs”）。

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

为便于将个人信息从欧盟、瑞士或欧洲经济区其他承认 EU SCCs 充分性的国家转移到第三国，双方同意签署根据《欧盟执行决定》（EU）2021/914 实施的 EU SCCs，且这些 EU SCCs 可不时予以修订或替换。双方应利用 EU SCCs 的第 2 模块进行从控制者到处理者的传输。作为数据出口方的客户和作为数据进口方的艺康，特此签订 EU SCCs 的第 2 模块，自生效日起，该模块经引用纳入并构成本 DPA 的组成部分。双方被视为完全接受并执行了 EU SCCs 的全部内容，包括附件。关于 EU SCCs，各方同意如下：

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

第 7 款“对接条款”不应适用；

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

如第 11 款所述，双方均未聘请独立的争议解决机构，因此该可选条款不适用；

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

适用于第 17 款选项 1 的欧盟成员国应为：（1）德国或（2）双方之间发生争议的欧盟成员国，或数据主体提起特定诉讼的欧盟成员国；且

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

适用于第 18 款的欧盟成员国应为：（1）德国或（2）双方之间发生争议的欧盟成员国，或数据主体提起特定诉讼的欧盟成员国。

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

为便于将个人信息从英国转移至第三国，双方同意签订由英国信息专员办公室（“ICO”）根据《2018 年数据保护法》第 119 条第 1 款颁布的《欧盟委员会标准合同条款之国际数据传输附录》（下称“UK SCCs”）。作为数据出口方的客户和作为数据进口方的艺康，特此签订 UK SCCs，自生效日起，该 UK SCCs 经引用纳入并构成本 DPA 的组成部分。双方被视为完全接受并执行了 EU SCCs 的全部内容，包括附件。

7.4. With regard to transfer of Personal Information pursuant to the SCC to the United States (“US”):

关于根据 SCC 转移个人信息至美利坚合众国（下称“美国”）：

7.4.1. Ecolab confirms that, as of the effective date of this DPA, it has not received any national security data production orders (e.g., pursuant to Section 702 of the Foreign Intelligence Surveillance Act (“FISA Section 702”) or U.S. Presidential Policy Directive 28);

艺康确认，截至本 DPA 生效日，艺康尚未收到任何国家安全数据生产令（例如，根据《外国情报监视法》第 702 条（下称“FISA 第 702 条”）或美国总统第 28 号政策指令）；

7.4.2. Ecolab will resist, to the extent permitted by Applicable Law, a request under FISA Section 702 for surveillance whereby a targeted account is not uniquely identified;

在适用法律允许的范围内，艺康将拒绝接受 FISA 第 702 条关于未唯一识别目标账户的监控要求；

7.4.3. Ecolab will use commercially reasonable legal mechanisms to challenge any demands for data access through the national security process that Ecolab receives.

艺康将采用商业上合理的法律机制，对其通过国家安全程序收到的任何访问数据的要求提出异议。

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

关于个人信息的所有国际传输，包括但不限于上文提及的 SCCs：

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

在欧盟委员会、ICO、欧盟监管机构或其他适用的监管机构修改 SCCs 或实施新 SCCs 时，这些 SCCs 将于其生效日起适用。双方同意，除法律另有要求外，经任何一方通知，本 DPA 中的援引可被修改以纳入新的 SCCs，而无需后续的 DPA。

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

当适用《数据保护法》的国家制定了双方必须执行的标准合同条款或类似文件时，这些条款将于其生效日起适用。双方同意，除法律另有要求外，经任何一方通知，本 DPA 可进行修改以纳入新的标准合同条款，而无需后续的《通用条款与条件》。

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

对于类似 GDPR，就数据国际传输要求制定《通用条款与条件》，但没有要求标准合同条款的《数据保护法》（例如巴西、南非等），双方同意，本 DPA 将提供前述《数据保护法》要求的保护及《通用条款与条件》。

8. Description of Processing

处理描述

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

除非在程序协议中有明确定义，否则，被处理个人信息的数据主体类别包括：客户的员工（例如雇员、承包商）。

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

除非在程序协议中有明确定义，否则，被处理的个人信息的类别包括：基本联系信息（例如商业电子邮件、电话和地址）。

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

除非在程序协议中有明确规定，否则，不得处理被《数据保护法》归类为“敏感”或“特殊”的个人信息。

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

个人信息将在程序协议的有效期内持续处理和传输。

- 8.5.** The nature of the Personal Information processing shall be defined in the Program Agreement.

个人信息处理的性质将在程序协议中予以明确。

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

个人信息处理和传输的目的应为提供《通用条款与条件》及程序协议中所述的服务。

- 8.7.** The period for which the Personal Information will be retained shall be the Term of the Program Agreement or for a shorter period, at Ecolab’s sole discretion.

个人信息被保留的期限应为程序协议的有效期或由艺康自行决定的更短期限。

9. Term and termination

期限和终止

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

本 DPA 的有效期与《通用条款与条件》一致。

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

在不影响一方在本 DPA 和/或适用法律项下可能拥有的任何其他终止权利的前提下，一方如发现另一方未遵守本 DPA 条款，则可终止其参与本 DPA，但前提是，被发现未遵守的一方应有机会按照《通用条款与条件》进行纠正。

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

本 DPA 终止后，双方均仅有权在为满足《通用条款与条件》的任何持续目的或要求所需的范围内保留个人信息。对于为完成《通用条款与条件》中规定的持续目的或要求而不再需要的任何个人信息，艺康可在协议终止后 90 天内删除，但个人信息的备份副本在逻辑上需要更长时间才能删除的情况除外。

10. Miscellaneous

其他

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

除本 DPA 另有规定外，本 DPA 仅对双方具有利益，任何第三方在本 DPA 下均不享有任何权利。

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

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