

<p><b>QUALCOMM DATA PROCESSING TERMS</b></p> <p>The vendor, seller, contractor, or service provider agreeing to these terms (“<b>Supplier</b>”) has entered into an agreement with QUALCOMM Incorporated or one of its affiliates (each, as applicable, “<b>Qualcomm</b>”) under which Supplier will Process Personal Information (the “<b>Agreement</b>”). Qualcomm and Supplier are hereinafter referred to jointly as the “<b>Parties</b>” and each individually as a “<b>Party.</b>”</p> <p><b>I. <u>Introduction</u></b></p> <p>To adduce adequate safeguards with respect to the privacy interests and/or rights of individuals for the Processing of their Personal Information, Supplier and Qualcomm agree that, unless expressly superseded in writing, these Data Processing Terms (as may be modified from time to time) (these “<b>DP Terms</b>”) govern the Processing of Personal Information under the Agreement. These DP Terms are entered into solely in the English language, and, if for any reason any other language version is prepared by any Party, such translation shall be solely for convenience and shall have no force or effect and the English version shall govern and control in all respects.</p> <p><b>II. <u>Definitions</u></b></p> <p>Capitalized terms used but not defined in these DP Terms have the meanings set out in the Agreement or the Security Terms (as defined below). For the purposes of these DP Terms:</p> <p>A. The term “<b>Applicable Law</b>” means all transnational, national, federal, state or local laws (statutory, common or otherwise), treaties, conventions, ordinances, codes, rules and regulations of any applicable jurisdiction related to</p>	<p><b>QUALCOMM 数据处理条款</b></p> <p>同意此条款的供货商、卖方、承包商或服务供应商（下称“<b>供应商</b>”）已与 QUALCOMM Incorporated 或其关联公司之一（如适用，均称为“<b>Qualcomm</b>”）签订涉及供应商处理个人信息的协议（下称“<b>协议</b>”）。Qualcomm 和供应商以下合称“<b>双方</b>”，单称“<b>一方</b>”。</p> <p><b>I. <u>简介</u></b></p> <p>为<b>个人信息处理</b>相关的个人隐私利益和/或权利提供适当的保护措施，供应商和 Qualcomm 同意，除非以书面形式明确取代，此数据处理条款（可能不时修订）（下称此“<b>数据处理条款</b>”）适用<b>协议</b>项下的<b>个人信息处理</b>。此<b>数据处理条款</b>仅以英文订立，如果任何一方由于任何原因编制任何其他语言版本，此翻译应仅为提供便利，无任何效力及作用，且各方面概以英文文本为准。</p> <p><b>II. <u>定义</u></b></p> <p>此<b>数据处理条款</b>中使用但未明确定义的大写术语按<b>协议</b>或“<b>安全条款</b>”（定义如下）所述含义解释。基于此<b>数据处理条款</b>目的：</p> <p>A. “<b>适用法律</b>”指任何适用司法管辖区中与隐私、个人数据保护和信息安全相关且适用于相关方履行<b>协议</b>义务或行使权利的所有跨国、国家、联邦、州或地方法律（法令、习惯法或其他法</p>
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privacy, personal data protection and information security, to the extent such laws, treaties, conventions, ordinances, codes, rules and regulations govern and are binding upon the relevant Party in its performance of its obligations or exercise of its rights under the Agreement.

B. The term “**controller**” means the person or entity which, alone or jointly with others, determines the purposes and means of the Processing of Personal Information.

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

D. “**EEA**” means the European Economic Area including the countries that are members of the European Free Trade Association and the then-current, post-accession member states of the European Union, as explained at <https://www.efta.int/eea/eea-agreement/eea-basic-features>.

E. The term “**Personal Information**” means any information relating to a particular natural person (or household, if required by Applicable Law) who: (i) can be identified from such information, (ii) is potentially identifiable from such information either by itself or in combination with any other information, or (iii) can be singled out in connection with such information, including through a unique identifier or through association with a device owned or used by that person. In addition, Personal Information includes other similar categories of data, such as “personal data” and “personally identifiable data.”

律)、条约、公约、条例、守则、规则和法规。

B. “**控制者**”是指单独或与他人共同决定处理个人信息目的和方式的个人或实体。

C. “**数据主体**”是指与个人信息相关的被识别或可被识别身份的自然入。

D. “**EEA**”是指欧洲经济区，包括属于欧洲自由贸易联盟的国家以及当时加入后的欧盟成员国，解释见 <https://www.efta.int/eea/eea-agreement/eea-basic-features>。

E. “**个人信息**”指具有以下特征的与特定自然人（或住户，如**适用法律**要求）相关的任何信息：(i) 可以根据此信息识别自然人的身份，(ii) 可能可以根据此信息本身或将其与任何其他信息相结合识别自然人的身份，或 (iii) 可以结合此信息单列出特定自然人，包括通过唯一标识符或者通过与该自然人拥有或使用的设备相关联。此外，个人信息还包括其他相似类别的数据，例如“个人数据”和“个人可识别数据”。

F. The term “**Processing**” or “**Process**” means any operation or set of operations which is performed upon Personal Information, whether or not by automatic means, such as access, collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure, transfer (including cross border transfers), dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction.

G. The term “**processor**” means the person or entity which Processes Personal Information on behalf of the controller.

H. The term “**Security Terms**” means the Security Terms located at <https://sp.qualcomm.com/procurement/securityterms> (as may be updated from time to time).

I. “**Sensitive Personal Information**” is a subset of Personal Information. It includes the special categories of personal data under the Applicable Law of the EEA. It may include (but is not limited to) health-related data, biometric data, financial account data, government-issued ID, children's data, data revealing race, ethnic origin, religious belief or political opinions, precise location data, among other types of data, mishandling of which may cause significant harms to the Data Subject.

### III. Additional Terms

A. Security Terms. These DP Terms are in addition to and, other than as set forth in Section III(B) (Precedence) below, do not replace any data security provisions in the Agreement or the Security Terms. If the Security Terms are

F. “**处理**”指对个人信息执行的任何操作或一系列操作，无论是否通过自动化方式，如访问、收集、记录、整理、存储、改写或修改、检索、咨询、使用、披露、传输（包括跨境传输）、传播或以其他方式提供、对齐或组合、拦截、删除或销毁。

G. “**处理者**”指代表控制者处理个人信息的个人或实体。

H. “**安全条款**”指以下网址所示的安全条款：  
<https://sp.qualcomm.com/procurement/securityterms>（可能不时修订）。

I. “**敏感个人信息**”是个人信息的一个分类。它包括 EEA 适用法律规定的特殊类别的个人数据。它可能包括（但不限于）健康相关数据、生物特征数据、财务账户数据、政府签发的身份证、儿童数据、有关种族、族裔、宗教信仰或政治观点的数据、精准定位数据，以及其他处理不当可能会对**数据主体**造成重大损害的数据。

### III. 附加条款

A. 安全条款。除下方第 III 条 (B)（优先级）中的条款，**此数据处理条款**作为**协议**或**安全条款**中任何数据安全规定的补充条款而非取代条款。如果**安全条款**没有另行纳入**协议**，则**安全条款**在

not otherwise incorporated into the Agreement, the Security Terms are hereby expressly incorporated by reference into and form an integral part of these DP Terms.

B. Precedence. The terms of the Agreement apply in full to these DP Terms. In the event of any conflict or inconsistency between any provision in these DP Terms and any provision in the Agreement or in the Security Terms, the provision in these DP Terms shall take precedence, unless the provision in the Agreement or the Security Terms expressly references and supersedes the conflicting or inconsistent provision in these DP Terms.

C. Data Processing Details. If not otherwise specified in the Agreement, upon the request of Qualcomm, the following information will be added as an addendum to the Agreement (collectively, the “**Data Processing Details**”):

- Types of Personal Information to be Processed;
- Categories of Data Subjects (e.g., employees, contractors, consultants, temp workers, customers, users of Qualcomm’s products or services, etc.);
- Country location(s) of Data Subjects;
- Country location(s) where the Personal Information will be Processed (e.g., collected, used, transferred, etc.) or stored, including any sub-processors identified

此通过引用的方式明确并入此数据处理条款，并构成此数据处理条款的组成部分。

B. 优先级。协议条款完全适用此数据处理条款。如果此数据处理条款中的任何规定与协议或安全条款中的任何规定存在冲突或不一致之处，以此数据处理条款规定为准，除非协议或安全条款中的规定明确提及并取代此数据处理条款中的冲突或不一致规定。

C. 数据处理详情。如协议未另行规定，应 Qualcomm 要求，以下信息（统称为“数据处理详情”）将作为协议的附件添加：

- 处理的个人信息类型；
- 数据主体的类别（如员工、承包商、顾问、临时工、客户、Qualcomm 产品或服务的使用者等）；
- 数据主体所在的国家/地区；
- 处理（例如收集、使用、传输等）或存储个人信息的国家/地区，包括下文确定的任何子处理者（即分包商，

<p>hereunder;</p> <ul style="list-style-type: none"><li>- Description of the Processing activities and purposes of the Processing;</li><li>- List of sub-processors (e.g., service providers) used by Supplier in providing the services under the Agreement;</li><li>- Additional information specific for cross-border data transfer of EEA, Switzerland and the United Kingdom</li></ul> <p>Supplier shall provide the following information as required by the EU Model Clauses (defined in Section IV hereunder) legitimizing the cross-border transfer of Personal Information of residents of EEA, Switzerland and the United Kingdom.</p> <ul style="list-style-type: none"><li>(i) For the ANNEX I/A of the APPENDIX of the EU Model Clauses: if and to the extent applicable, the Data Protection Officer of Supplier: [name, position and contact details].</li><li>(ii) For the ANNEX I/B of the APPENDIX of the EU Model Clauses: the information set</li></ul>	<p>下同)；</p> <ul style="list-style-type: none"><li>- 对数据<b>处理</b>活动和处理目的的描述；</li><li>- 供应商在根据<b>协议</b>提供服务时使用的子处理者清单（例如服务提供商）；</li><li>- 关于欧洲经济区、瑞士和英国的跨境数据传输的具体附加信息</li></ul> <p>供应商应根据<b>欧盟示范条款</b>（定义见下文第 IV 条）的要求提供以下信息，使欧洲经济区、瑞士和英国居民<b>个人信息</b>的跨境传输为合法传输。</p> <ul style="list-style-type: none"><li>(i) 对于欧盟示范条款附录的附件 I/A：如适用及在适用范围内，供应商的数据保护官：[姓名、职位和联系方式]。</li><li>(ii) 对于<b>欧盟示范条款</b>附录的附件 I/B：上文规定的信息，以及以下信息：</li></ul>
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<p style="text-align: center;">forth above, plus the following information:</p> <p>If Sensitive Personal Information is transferred,</p> <ul style="list-style-type: none"><li>(a) the categories of Sensitive Personal Information,</li><li>(b) any additional restrictions, security measures or safeguards to protect it (if any), and</li><li>(c) restrictions for onward transfers (if any).</li></ul> <p>The frequency of the transfer (e.g., whether the Personal Information is transferred on a one-off or continuous basis);</p> <p>Purpose(s) of the data transfer and further Processing;</p> <p>The period for which the Personal Information will be retained, or, if that is not possible, the criteria used to determine that period.</p> <ul style="list-style-type: none"><li>(iii) For the ANNEX III of the APPENDIX of the EU Model Clauses: where applicable, for sub-processors listed above, below lists their address, contact person's name/position/contact details, and the description of processing (including a clear delimitation of responsibilities in case several sub-processors are authorized).</li></ul> <p><b><u>IV. Privacy and Personal Information Protection</u></b></p> <p>A. <u>Confidentiality</u>. Notwithstanding</p>	<p>如果传输<b>敏感个人信息</b>,</p> <ul style="list-style-type: none"><li>(a) <b>敏感个人信息</b>的类别,</li><li>(b) 保护<b>敏感个人信息</b>的任何其他限制、安全措施或保障措施 (如有), 以及</li><li>(c) 后续传输限制 (如有)。</li></ul> <p>传输频率 (例如, <b>个人信息</b>传输是一次性的还是持续的);</p> <p>传输和进一步<b>处理</b>数据的目的;</p> <p><b>个人信息</b>的保留期限 (如无法提供, 则提供用于确定该期限的标准);</p> <ul style="list-style-type: none"><li>(iii) 对于<b>欧盟示范条款</b>附录的附件 III: 在适用的情况下, 对于上文列出的子处理者, 以下列出其地址、联系人姓名/职位/联系方式, 以及处理说明 (包括在授权多个子处理者的情况下明确划分责任)。</li></ul> <p><b><u>IV. 隐私和<b>个人信息</b>保护</u></b></p> <p>A. <u>保密</u>。除了双方之间的任何其</p>
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any other confidentiality obligations between the Parties, Personal Information provided by Qualcomm or on behalf of Qualcomm, or otherwise received or collected by Supplier as a result of performing services for Qualcomm under the Agreement and/or these DP Terms, shall be considered Qualcomm's confidential information even in the absence of any designation or marking, and Supplier shall not disclose or provide access to any Personal Information without written instruction from Qualcomm. Supplier shall ensure its personnel and sub-processors authorized to Process Personal Information have committed to confidentiality obligations consistent with these DP Terms or are under an appropriate statutory or other obligation of confidentiality.

B. Processing Limitations. Supplier may Process and utilize Personal Information solely to the extent necessary to carry out its obligations under the Agreement and solely in accordance with instructions given by Qualcomm, and no Personal Information shall be Processed unless explicitly instructed by Qualcomm. The Agreement, the DP Terms and other instructions Qualcomm may provide regarding the Processing of Personal Information constitute the documented instruction of the Processing of Personal Information. Supplier must ensure that any person acting under the authority of Supplier who has access to Personal Information only Processes the Personal Information in accordance with Qualcomm's instructions or as required by law. If Supplier believes it is required by law to access, disclose, or otherwise Process Personal Information in any way that exceeds Qualcomm's instructions, Supplier will, unless specifically prohibited by law, before such Processing, notify Qualcomm of that legal obligation, seek explicit authorization from Qualcomm, and provide Qualcomm the

他保密义务, Qualcomm 或 Qualcomm 授权代表提供的个人信息或者供应商根据协议和/或此数据处理条款向 Qualcomm 履行服务时以其他方式收到或收集的个人信息(即使没有任何指定或标记)应被视为 Qualcomm 的保密信息,且未经 Qualcomm 书面指示,供应商不得披露任何个人信息或提供个人信息访问权限。供应商应确保其获授权处理个人信息的人员和子处理者承诺履行和此数据处理条款规定相一致的保密义务,或者承担适当的法定或其他保密义务。

B. 处理限制。供应商只可在为履行协议规定义务而必要的情况下处理和使用的个人信息,并且此类处理和使用的须完全按照 Qualcomm 的指示进行,并且除非 Qualcomm 明确指示,否则不得处理个人信息。协议、此数据处理条款和 Qualcomm 可能提供的有关处理个人信息的其他指示构成处理个人信息的书面指示。供应商必须确保其许可访问个人信息的任何人仅能根据 Qualcomm 指示或法律要求来处理个人信息。如果供应商认为法律要求其以任何超出 Qualcomm 指示的方式访问、披露或以其他方式处理个人信息,除非法律明确禁止,否则供应商将在进行此类处理之前通知 Qualcomm 该法律义务,寻求 Qualcomm 的明确授权,并向 Qualcomm 提供酌情介入或异议的机会。此外,供应商和供应商授权人员、子处理者或供应商雇佣的任何其他实体不得在协议目的之外创建或持有任何源自个人信息的数据。

opportunity to intervene or object as appropriate. Further, Supplier and Supplier's authorized personnel, sub-processors, or any other entities engaged by Supplier, shall not create or maintain any data that are derived from Personal Information beyond the purposes of the Agreement.

C. Prohibition on Selling and Limitation on Sharing with Sub-processors. Supplier shall not share or provide access to Personal Information to any third parties (affiliated or unaffiliated), except upon prior written consent of Qualcomm and a written agreement obligating the third party to terms no less restrictive as those outlined in these DP Terms. Qualcomm hereby gives a general authorization to Supplier to share Personal Information with sub-processors specified hereunder strictly for the purposes of providing the services according to the Agreement. Supplier shall: (a) provide Qualcomm with legally required details of the Processing to be undertaken by each sub-processor and keep accurate records of any such Processing; and (b) inform Qualcomm of any replacement or addition of such third parties in order to give Qualcomm an opportunity to object. Supplier and Qualcomm will make a good-faith effort to resolve any of Qualcomm's objection. In the absence of a resolution within a reasonable time, Qualcomm may terminate the portion of the Services which cannot be provided without the third party and will be promptly entitled to a pro-rata refund of the fees thereof. Notwithstanding any prior written consent of Qualcomm, Supplier shall conduct reasonable assessments of such third parties, constantly monitor and supervise their compliance of Applicable Law and contractual obligations, and remain fully liable for any of their performance that causes any breach of the obligations hereunder and any violation of Applicable

C. 禁止销售和限制与子处理者共享。 供应商不得向任何第三方（关联或非关联公司）共享个人信息或提供个人信息的访问权限，除非事先得到 Qualcomm 书面同意并与该第三方签订书面协议以不低于此数据处理条款的要求约束该第三方。Qualcomm 特此以概括授权方式授予供应商向协议项下指定的子处理者分享个人信息，仅限提供协议项下服务的目的。供应商应：(a) 向 Qualcomm 提供法律所要求的各子处理者处理个人信息的详情，并保留任何此类处理的准确记录；(b) 告知 Qualcomm 此类第三方的任何替换或增加情况，以便 Qualcomm 有机会就此提出异议。供应商和 Qualcomm 将真诚努力解决 Qualcomm 的任何异议。如果在合理时间内无法商定解决方案，Qualcomm 可以终止供应商没有该第三方无法提供的部分服务，并有权立即按比例获得相关费用的退款。尽管有 Qualcomm 的事先书面同意，供应商应对此类第三方进行合理评估，持续监控和监督其遵守适用法律和合同义务的情况，并对其任何导致违反合同约定的行为和任何违反适用法律的行为承担全部责任，如同该违约或违法行为由供应商导致一般对待。



Law to the same extent as if Supplier caused such breach or violation.

D. California Consumer Privacy Act of 2018. If and to the extent Supplier is Processing any Personal Information as defined by and subject to the California Consumer Privacy Act of 2018 (as may be amended from time to time including but not limited to by the California Privacy Rights Act) (“CCPA”) (“**California Personal Information**”), the following terms of this paragraph shall apply.

1. For purposes of the CCPA, the Parties acknowledge and agree that Qualcomm is a business (as defined by the CCPA) and Supplier is a service provider (as defined by the CCPA). Supplier hereby certifies that it understands the rules, requirements and definitions of the CCPA, and acknowledges that, except as otherwise contemplated by the Agreement, as required by law, rule, regulation or code of professional conduct, or as provided by the CCPA, including as set forth in CA Civ. Code § 1798.145, Supplier: (i) does not receive from Qualcomm or Process any Personal Information of Qualcomm as consideration for any services or other items that Supplier provides to Qualcomm, (ii) shall not have, derive or exercise any rights or benefits regarding California Personal Information, (iii) may use and disclose California Personal Information solely for the purposes for which such California Personal Information was provided to it, as stipulated in the Agreement and these DP Terms, and (iv) shall not combine

D. 遵守 2018 年《加利福尼亚州消费者隐私法》。如果供应商处理 2018 年《加利福尼亚州消费者隐私法案》（不时修改，包括但不限于《加利福尼亚州隐私权利法案》）（下称“CCPA”）所定义的并受其约束的任何个人信息（加利福尼亚州个人信息），本段的下列条款应适用。

1. 就 CCPA 而言，双方确认并同意，Qualcomm 是一家企业 (business)（如 CCPA 所定义），而供应商是一家服务提供商 (service provider)（如 CCPA 所定义）。供应商特此确证，其理解 CCPA 的规则、要求和定义，并确认除非协议另有规定，或法律、规则、法规或职业行为准则另有要求，或 CCPA（包括加利福尼亚州民法典第 1798.145 条）另有规定，否则供应商：(i) 不得从 Qualcomm 接收或处理 Qualcomm 的任何个人信息，作为供应商向 Qualcomm 提供的任何服务或其他物品的对价；(ii) 不得拥有、获取或行使任何有关加利福尼亚州个人信息的权利或利益；(iii) 根据协议和此数据处理条款规定仅按照此类加利福尼亚州个人信息被提供时的目的而使用和披露加利福尼亚州个人信息，；以及 (iv) 在并且仅在此行为不符合 CCPA 对服务提供商的限制规定时，不得将个人信息与其他数据合并。供应商进一步同意不出售或分享任何加利福尼亚州个人信息，亦不采取任何可

Personal Information with other data if and to the extent this would be inconsistent with limitations on service providers under the CCPA. Supplier further agrees neither to sell or share any California Personal Information nor to take any action that would cause any transfer of California Personal Information to or from Supplier to qualify as “selling personal information,” as the term “sell” is defined in the CCPA.

2. The following amended CCPA provisions shall apply as of January 1, 2023:

- California Personal Information is disclosed by Qualcomm to Supplier for limited and specified purposes;
- Supplier shall comply with applicable obligations under the CCPA and provide the same level of protection to California Personal Information as required by the CCPA;
- Supplier grants Qualcomm rights to take reasonable and appropriate steps to help to ensure that Supplier uses California Personal Information in a

能导致向供应商传输或从供应商传输**加利福尼亚州个人信息**的行为构成“出售个人信息”的行动（术语“出售”如 CCPA 中所定义）。

2. 以下经修订的 CCPA 规定应自 2023 年 1 月 1 日起适用：

Qualcomm 向供应商披露**加利福尼亚州个人信息**仅能用于有限和指定目的；

供应商应遵守 CCPA 规定的适用义务，并按照 CCPA 的要求为**加利福尼亚州个人信息**提供同等程度的保护；

供应商授予 Qualcomm 采取合理和适当步骤的权利，以便确保供应商使用**加利福尼亚州个人信息**的方式符合 Qualcomm 在

<p>manner consistent with Qualcomm's obligations under the CCPA;</p> <ul style="list-style-type: none"><li>- Supplier shall notify Qualcomm promptly in writing if Supplier makes a determination that Supplier can no longer meet any of Supplier's obligations under the CCPA;</li><li>- Supplier grants Qualcomm the right, upon notice, to take reasonable and appropriate steps to stop and remediate unauthorized use of California Personal Information;</li><li>- Supplier acknowledges that Supplier is a "service provider" or "contractor" to Qualcomm as defined under the CCPA;</li><li>- Supplier must not "sell" or "share" any California Personal Information as the terms "selling" or "sharing" are defined in the CCPA. Supplier shall refrain from taking any action that would cause any</li></ul>	<p>CCPA 项下的义务;</p> <p>如果供应商确定其无法继续履行 CCPA 规定的任何供应商义务, 供应商应及时书面通知 Qualcomm;</p> <p>供应商授权 Qualcomm 在通知供应商后采取合理和适当的措施, 制止和补救未经授权使用加利福尼亚州个人信息的行为;</p> <p>供应商确认供应商是 CCPA 中定义的 Qualcomm 的 "服务提供商" 或 "承包商" ;</p> <p>供应商不得 "出售" 或 "分享" 任何加利福尼亚州个人信息, 术语 "出售" 或 "分享" 如 CCPA 中所定义。供应商应避免采取任何可能导致向供应商传输或从供应商传输加利福尼亚</p>
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<p>transfers of California Personal Information to or from Supplier to qualify as “selling personal information” or “sharing personal information” under the CCPA;</p> <ul style="list-style-type: none"><li>- Supplier must not retain, use or disclose any California Personal Information for any purpose other than for the business purposes specified in the Agreement, including retaining, using, or disclosing the California Personal Information for a commercial purpose other than the business purposes specified in the Agreement, or as otherwise permitted by the CCPA;</li><li>- Supplier must not retain, use, or disclose any California Personal Information outside of its direct business relationship with Qualcomm;</li><li>- Supplier must not combine California Personal Information with personal information that Supplier receives</li></ul>	<p>州个人信息构成 CCPA 中所定义的“出售个人信息”或“分享个人信息”的行动。</p> <p>供应商不得出于协议指定业务目的以外的任何目的保存、使用或披露任何加利福尼亚州个人信息，包括出于协议指定业务目的或 CCPA 另行允许的目的以外的商业目的保存、使用或披露加利福尼亚州个人信息；</p> <p>供应商不得在其与 Qualcomm 的直接业务关系之外保存、使用或披露任何加利福尼亚州个人信息；</p> <p>供应商不得将加利福尼亚州个人信息与供应商从他人或代表他人获得的个人信息合并，也不得将此信息与供应</p>
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from or on behalf of another person or persons, or collects from Supplier's own interaction with the Data Subject of any California Personal Information, provided that Supplier may do so to perform any business purpose as defined in regulations adopted pursuant to Cal. Civ. Code § 1798.185(a)(10), except as provided for in Cal. Civ. Code § 1798.140(e)(6) and in regulations adopted by the California Privacy Protection Agency;

– With Supplier's consent, which shall not be unreasonably withheld, Supplier permits Qualcomm to monitor Supplier's compliance with these rules through measures including, but not limited to, ongoing manual reviews and automated scans, and regular assessments, audits, or other technical and operational testing at least once every twelve (12) months;

– If Supplier engages

商通过自身与任何加利福尼亚州个人信息的数据主体的互动来收集的个人信息合并，除非是供应商为了实现其根据加利福尼亚州民法典第 1798.185(a)(10) 条采用的法规中规定的任何商业目的，加利福尼亚州民法典第 1798.140(e)(6) 条和加利福尼亚州隐私保护局采用的法规另有规定的除外；

在供应商同意（供应商不得无理拒绝同意）的情况下，供应商允许 Qualcomm 通过以下措施监督供应商遵守这些规则的情况，这些措施包括但不限于持续的人工审核和自动扫描，以及至少每十二 (12) 个月进行一次定期评估、审计或其他技术和运营测试；

如果供应商出于商

any other person to assist Supplier in processing California Personal Information for a business purpose on Qualcomm's behalf, or if any other person engaged by Supplier engages another person to assist in processing California Personal Information for such business purpose, Supplier shall notify Qualcomm of such engagement and the engagement shall be pursuant to a written contract binding the other person to observe all requirements set forth hereunder;

- Supplier certifies that it understands the rules, requirements, and definitions of the CCPA and will comply with the requirements of these CCPA-specific provisions.

3. With respect to California Personal Information, these CCPA-specific terms take precedence over any conflicting data protection commitments Supplier makes to Qualcomm in the DP Terms.

E. Compliance with Laws. Supplier represents and warrants that nothing in

业目的代表  
Qualcomm 聘请任何其他人员协助供应商处理加利福尼亚州个人信息，或者如果供应商聘请的任何其他人员出于此类商业目的而聘请另一人员协助处理加利福尼亚州个人信息，供应商应通知 Qualcomm 此聘请，且此聘请应通过书面合同约定该等被聘请人员遵守本数据处理协议规定的所有要求；

供应商证明，其了解 CCPA 的规则、要求和定义，并将遵守这些 CCPA 特定条款的要求。

3. 对于加利福尼亚州个人信息，这些 CCPA 特定条款优先于供应商在此数据处理条款中向 Qualcomm 做出的任何与之相冲突的数据保护承诺。

E. 遵守法律。供应商声明并保证，适用法律中没有任何内容阻碍其履

Applicable Law prevents it from fulfilling its obligations under the Agreement and these DP Terms, and shall continue to comply with Applicable Law. Supplier will promptly notify Qualcomm of any suspicion or knowledge that Supplier's Processing of Personal Information may violate Applicable Law. In the event Qualcomm believes that Supplier is not in compliance with any Applicable Law, Qualcomm may notify Supplier of such in writing, in response to which, Supplier shall promptly take measures to be in full compliance. Once such measures have been completed, Supplier shall notify Qualcomm in writing of such.

F. Cross Border Transfers.

1. *Personal Information Exports from the EEA and/or Switzerland.* If Personal Information of residents of EEA and/or Switzerland is to be transferred to a location outside of the EEA and/or Switzerland or Processed by Supplier from a location outside of the EEA and/or Switzerland as applicable (a "Transfer"), Supplier and Qualcomm hereby agree that such Transfers shall be effectuated by the Parties under the then current version of the EU Standard Contractual Clauses for transfers currently located at [https://commission.europa.eu/law/law-topic/data-protection/international-dimension-data-protection/standard-contractual-clauses-scc\\_en](https://commission.europa.eu/law/law-topic/data-protection/international-dimension-data-protection/standard-contractual-clauses-scc_en), as may be modified from time to time by the European Union (the "EU Model Clauses"), to the extent that executing such EU Model Clauses is required by Applicable Law, and the EU Model Clauses are

行协议和此数据处理条款下的义务，并应继续遵守适用法律。如果供应商怀疑或知晓供应商对个人信息的处理可能违反适用法律，供应商将及时通知 Qualcomm。如果 Qualcomm 认为供应商未遵守适用法律，Qualcomm 可以书面通知供应商，而作为回应，供应商应立即采取措施确保完全遵守适用法律。一旦此类措施已实施完毕，供应商应书面通知 Qualcomm。

F. 跨境传输。

1. *从欧洲经济区和/或瑞士输出个人信息。*如果欧洲经济区和/或瑞士居民的个人信息将被传输到欧洲经济区和/或瑞士以外的地点，或由供应商在欧洲经济区或瑞士以外的地点进行处理（“传输”），在适用法律要求执行欧盟示范条款的范围内，供应商和 Qualcomm 同意应根据当前版本的欧盟标准合同条款（位于 [https://commission.europa.eu/law/law-topic/data-protection/international-dimension-data-protection/standard-contractual-clauses-scc\\_en](https://commission.europa.eu/law/law-topic/data-protection/international-dimension-data-protection/standard-contractual-clauses-scc_en)，欧盟可能会不时对其进行修改）（“欧盟示范条款”）进行此类传输，并特此将欧盟示范条款纳入此数据处理条款。供应商应在签署此数据处理条款前填写此数据处理条款的 III 条 C（数据处理详情）中的任何不完整字段，并尽快向 Qualcomm 提供此类详情的任何更新。通过签

hereby incorporated into these DP Terms. Supplier shall complete any incomplete fields in Section III/C (Data Processing Details) of these DP Terms prior to execution of these DP Terms, and provide Qualcomm with any updates to these details as soon as possible. By executing these DP Terms, Supplier and Qualcomm agree to comply with the EU Model Clauses wherein:

- MODULE ONE  
“Transfer controller to controller” of the EU Model Clauses shall apply if Qualcomm Transfers Personal Information with respect to which it is a controller and Supplier is a controller of the Transferred Personal Information, whereby Qualcomm shall be deemed the Exporter and Supplier shall be deemed the Importer;
  
- MODULE TWO  
“Transfer controller to processor” of the EU Model Clauses shall apply if Qualcomm Transfers Personal Information with respect to which it is a controller and Supplier is a processor of the Transferred Personal Information,

署此数据处理条款，供应商和 Qualcomm 同意遵守欧盟示范条款，其中：

如果 Qualcomm 作为控制者传输个人信息，且供应商也是所传输的个人信息控制者，则欧盟示范条款的第一模块“控制者之间的传输”应适用，由此 Qualcomm 应被视为输出者，供应商应被视为输入者；

如果 Qualcomm 作为控制者传输个人信息，且供应商是所传输的个人信息处理者，则欧盟示范条款的第二模块“控制者向处理者传输”应适用，由此 Qualcomm 应被视为输出者，供应商应被视为输入者；



whereby Qualcomm shall be deemed the Exporter and Supplier shall be deemed the Importer;

- MODULE THREE  
“Transfer processor to processor” of the EU Model Clauses shall apply if Qualcomm Transfers Personal Information with respect to which it is a processor and Supplier is Qualcomm’s processor (or sub-processor) of the Transferred Personal Information, whereby Qualcomm shall be deemed the Exporter and Supplier shall be deemed the Importer;

- MODULE FOUR  
“Transfer processor to controller” of the EU Model Clauses shall apply if Supplier Transfers Personal Information with respect to which it is a processor on behalf of Qualcomm and Qualcomm is a controller of the Transferred Personal Information, whereby Supplier shall be deemed the Exporter and

如果 Qualcomm 作为处理者传输个人信息，且供应商是 Qualcomm 所传输的个人信息 的处理者（或子处理者），则**欧盟示范条款**的第三模块“处理者之间的传输”应适用，由此 Qualcomm 应被视为输出者，供应商应被视为输入者；

如果供应商作为代表 Qualcomm 的处理者传输个人信息，且 Qualcomm 是所传输的个人信息 的控制者，则**欧盟示范条款**的第四模块“处理者向控制者传输”应适用，由此供应商应被视为输出者，Qualcomm 应被视为输入者；

<p>Qualcomm shall be deemed the Importer;</p> <ul style="list-style-type: none"><li>- Clause 7 (Docking clause) of EU Model Clauses shall be in effect;</li><li>- unless otherwise specified in the Agreement or the DP Terms, “Option 2: General Written Authorization” is selected for Clause 9 (Use of sub-processors) of MODULES TWO AND THREE, with “30 (thirty) days” as the time period for Supplier to notify Qualcomm, and the “agreed list” of sub-processors as the list shown under Section III/C of these DP Terms;</li><li>- “the law of Ireland” is the governing law for the purpose of Clause 17 (Governing law) of the EU Model Clauses;</li><li>- “the courts of Ireland” is the chosen forum and jurisdiction for the purpose of Clause 18 (Choice of forum and jurisdiction) of the EU Model</li></ul>	<p><b>欧盟示范条款第 7 条（对接条款）应有效；</b></p> <p><b>除非协议或此数据处理条款中另有规定，否则第二模块和第三模块的第 9 条（使用子处理器）选择“选项 2：一般书面授权”，其中供应商通知 Qualcomm 的期限为“30（三十）天”，此数据处理条款第 III 条 C 所示的清单为子处理者的“商定清单”；</b></p> <p><b>就欧盟示范条款第 17 条（管辖法律）而言，“爱尔兰法律”为管辖法律；</b></p> <p><b>就欧盟示范条款第 18 条（法律和司法管辖区的选择）而言，“爱尔兰法院”为选定的诉讼地和司法管辖区；</b></p>
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Clauses;

- for the ANNEX I/A of the APPENDIX of the EU Model Clauses: the Data Protection Officer of Qualcomm, [privacy@qualcomm.com](mailto:privacy@qualcomm.com); and the activities relevant to the data transferred under these clauses are described in Section III/C (Data Processing Details) of these DP Terms.
- “Data Protection Commission of Ireland” is identified as the competent supervisory authority for the purpose of the ANNEX I/C of the APPENDIX of the EU Model Clauses, unless the Transfer is exclusively subject to the jurisdiction of another member state supervisory authority where such supervisory authority shall accordingly replace the aforementioned “Data Protection Commission of Ireland” as the competent supervisory authority; and
- the Security Terms

对于**欧盟示范条款**附录的附件 I/A: Qualcomm 的数据保护官员, [privacy@qualcomm.com](mailto:privacy@qualcomm.com); 以及该条款项下的数据传输相关活动描述请见**此数据处理条款**第 III 条 C (数据处理详情)。

就**欧盟示范条款**附录的附件 I/C 而言, “爱尔兰数据保护委员会”被确定为主管监管机构, 但如传输受另一个成员国的监管机构专属管辖, 则该监管机构应取代上述“爱尔兰数据保护委员会”成为主管监管机构; 以及

**安全条款** (定义见

(as defined above) provide the requisite technical and organizational security measures required for the ANNEX II of the APPENDIX of the EU Model Clauses.

In the event of a conflict between the terms of the EU Model Clauses and any other terms of these DP Terms, the terms of the EU Model Clauses will control.

**2. Personal Information Exports from the United Kingdom (“UK”).** If Personal Information of residents of UK is to be transferred to a location outside of the UK or Processed by Supplier from a location outside of the UK that is subject to the UK law, the Parties agree to be bound by the International Data Transfer Addendum to the EU Model Clauses (the “UK Approved Addendum”) issued by the UK Information Commissioner’s Office (the “ICO”). The UK Approved Addendum is hereby incorporated into these DP Terms, subject to the following specific information as required by the UK Approved Addendum:

– for Part 1 “Tables”

See Clause 17 of Part 2 of the UK Approved Addendum as specified below.

– for Part 2 “Mandatory

上文) 规定了**欧盟示范条款**附录的附件 II 所需的必要的技术和组织安全措施。

如果**欧盟示范条款**的条款与此**数据处理条款**的任何其他条款发生冲突，以**欧盟示范条款**的条款为准。

**2. 从英国 (“UK”) 输出的个人信息。**如果英国居民的**个人信息**被传输到英国以外的地点或由供应商在位于英国以外但受英国法律管辖的地点处理，则双方同意受英国信息专员办公室 (“ICO”) 发布的**欧盟示范条款国际数据传输附录 (“英国批准附录”)**的约束。特此将**英国批准附录**纳入此**数据处理条款**，但须遵守**英国批准附录**的以下特定信息要求：

第 1 部分 “表格”

请参见下文规定的**英国批准附录**第 2 部分第 17 条。

第 2 部分 “强制性

Clauses”

The clauses under the “Amendments to this Addendum” are hereby incorporated into these DP Terms except the clauses specified below:

Clause 16. The Parties confirm that Clause 17 and/or 18 of the Addendum EU SCCs shall refer to the laws and/or courts of England and Wales. A Data Subject may also bring legal proceedings against the (data) Exporter and/or Importer before any courts of the UK. The Parties agree to submit themselves to the jurisdiction of such courts.

Clause 17. The Parties agree to replacing the format of the information included in Part 1 of the UK Approved Addendum with Section III and Section IV/F of these DP Terms, and that either the Importer or the Exporter may end

条款”

特此将“附录修正案”项下的条款纳入**此数据处理条款**，但以下条款除外：

第 16 条。双方确认，附录欧盟标准合同条款第 17 条和/或第 18 条应指英格兰和威尔士的法律和/或法院。**数据主体**还可在英国的任何法院对（数据）输出者和/或输入者提起法律诉讼。双方同意接受此类法院的管辖。

第 17 条。双方同意以**此数据处理条款**的 III 条和 IV/F 条取代**英国批准附录**第 1 部分中包含的信息格式，并且输入方或输出方均可根据**协议的终止条款**终止**英国批准附录**。

the UK Approved Addendum in accordance with the termination clause of the Agreement.

3. In the event that the EU Model Clauses or the UK Approved Addendum are modified, amended, invalidated, or otherwise changed during the term of the Agreement, Supplier shall update and/or amend its practices and procedures as required within the applicable timeframe required by law, and promptly provide notice thereof to Qualcomm.

4. *Global Personal Information Transfer.* If, pursuant to the terms of the Agreement, Personal Information shall be transferred outside of the country of the Data Subject whose Personal Information is collected but the above clauses are not applicable, the Parties shall comply with: (i) all Applicable Laws; and (ii) applicable data transfer obligations as follows:

– to the extent that the jurisdiction of the data exporter is not located in the EEA or UK and Applicable Law requires and permits to adopt the EU Model Clauses for such transfer, the EU Model Clauses shall be hereby incorporated into these DP Terms and deemed to be amended to the extent necessary (e.g., to remove references to the European Union and its laws and replace such references with the jurisdiction of the data exporter

3. 如果在协议期间**欧盟示范条款**或**英国批准附录**有所修改、修订、失效或以其他方式更改，则供应商应在法律规定的适用时间范围内根据要求更新和/或修改其操作方式和程序并及时通知 Qualcomm。

4. *全球个人信息传输。*如果，根据**协议条款**，**个人信息**应被传输到该**个人信息**被收集的**数据主体**所在国之外，但上述条款皆不适用，则各方应遵守：(i) 所有**适用法律**；(ii) 以下适用的数据传输义务：

如果数据输出方所属的司法管辖区不位于欧洲经济区或英国，且**适用法律**要求并允许采用**欧盟示范条款**进行此类传输，则应将**欧盟示范条款**纳入**此数据处理条款**，并视为在必要范围内进行修订（例如，删除对欧盟及其法律的引用，并替换为数据输出方的司法管辖区和该司法管辖区的**适用法律**）。如果**欧盟示范条款**的条款与**此数据处理条款**

and that jurisdiction's Applicable Law). In the event of any inconsistency between the terms of the EU Model Clauses and any terms of these DP Terms, these DP Terms shall govern and control unless otherwise specified by Applicable Law;

– to the extent that the jurisdiction of the data exporter is not located in the EEA or UK, Applicable Law requires a EU Model Clauses-equivalent mechanism for such transfer, and the EU Model Clauses cannot directly apply, the EU Model Clauses-equivalent mechanism as permitted under Applicable Law shall apply and be hereby incorporated into these DP Terms (e.g., the version of the standard contractual clauses as required by Applicable Law of the People's Republic of China), and additionally required details of data processing shall refer to related clauses of the Agreement, these DP Terms, and/or the Security Terms;

– to the extent that Applicable Law permits, a regional cross-border data transfer mechanism (e.g., the Cross-Border Privacy Rules Systems of the Asia Pacific Economic Cooperation) as permitted under Applicable Law shall apply;

– to the extent that

的任何条款之间存在任何不一致，除非**适用法律**另有规定，否则应适用**此数据处理条款**：

如果数据输出方的司法管辖区不位于欧洲经济区或英国，**适用法律**要求采用**欧盟示范条款**等效机制进行此类传输，且**欧盟示范条款**不能直接适用，则应适用**适用法律**允许的**欧盟示范条款**等效机制（例如，中华人民共和国**适用法律**要求的标准合同条款版本），并特此将其纳入**此数据处理条款**；数据处理的其他所需细节应参考**协议**、**此数据处理条款**和/或**安全条款**的相关条款；

在**适用法律**允许的范围内，应适用**适用法律**允许的区域性跨境数据传输机制（例如，亚太经济合作组织的跨境隐私规则系统），

在**适用法律**允许的

Applicable Law permits, global corporate standards (e.g., binding corporate rules) as permitted under Applicable Law;

- otherwise, the Parties shall negotiate in good faith to reach a mutually acceptable solution to ensure the compliance with law; and/or
- Qualcomm may amend these DP Terms as strictly required by Applicable Law, court order or regulatory guidance in accordance with Section VII hereunder.

If Personal Information is to be exported by Supplier, Supplier agrees to adopt and maintain such valid system to ensure the compliance with law, only Process Personal Information for the purposes under the Agreement and these DP Terms, and provide adequate precautionary assurances of data protection in pursuance of the Agreement, these DP Terms and the Applicable Law.

5. *Response to Data Localization Requirements.* If the Applicable Law requires localization of Personal

范围内，应适用**适用法律**允许的全球公司标准（如约束性公司规则）；

否则，双方应真诚协商，达成双方均可接受的解决方案，以确保遵守法律；和/或

Qualcomm 可严格根据**适用法律**、法院命令或监管指南的要求，按照本协议第 VII 节的规定修改**此数据处理条款**。

如果由供应商输出**个人信息**，则供应商同意采用并维护此类系统的有效性以确保遵守法律，仅为**协议**和**此数据处理条款**规定的目的**处理个人信息**，并根据**协议**、**此数据处理条款**和**适用法律**提供充分的数据保护预防性措施。

5. *回应数据本地化要求。* 如果**适用法律**要求对**个人信息**处理进行本地化，由此可能影



Information Processing that may impact the purpose of the Agreement, Supplier shall promptly disclose to Qualcomm if Supplier is unable to comply with such data localization requirement. Supplier shall make best efforts to minimize any negative impact that will be existing or reasonably foreseeable due to such data localization requirements. If Personal Information is to be exported by Supplier and Supplier is no longer able to comply with the requirements or agreements that initially facilitate the Transfer, Supplier shall promptly notify Qualcomm, and if required by Applicable Law, immediately stop the Processing of Personal Information, until such time as Supplier is able to fully comply with the foregoing requirements or agreements.

G. Assistance. Supplier shall provide Qualcomm with assistance regarding Qualcomm's reasonable requests in:

1. providing the Data Subject with access to the Personal Information that Supplier holds to enable the Data Subject to promptly rectify, complete, amend, delete, or erase any Personal Information as applicable or exercise any other rights granted by Applicable Law;
2. restricting any Processing of Personal Information with respect to certain

响协议目的，并且供应商无法遵守此类数据本地化要求，则供应商应立即向 Qualcomm 披露。供应商应尽最大努力减少因此类数据本地化要求而产生的或可合理预见的任何负面影响。如果由供应商输出个人信息，并且供应商不再能够遵守最初促进传输的要求或协议，则供应商应及时通知 Qualcomm，并且，如果适用法律要求，供应商应立即停止对个人信息的处理，直至供应商能够完全遵守前述要求或协议。

G. 协助。供应商应就 Qualcomm 在以下方面的合理请求向 Qualcomm 提供协助：

1. 向数据主体提供供应商所持有的个人信息的访问权限，以便数据主体视情况及时纠正、完善、修改、删除或清除任何个人信息或行使适用法律赋予的任何其他权利；
2. 限制对某些确定的数据主体的个人信息进行任

<p>identified Data Subjects;</p> <p>3. certifying to Data Subjects that their Personal Information has been rectified, completed, amended, deleted, erased, or restricted as applicable;</p> <p>4. providing a copy of the Personal Information to the requesting applicable Data Subjects in a structured, commonly used and machine-readable format;</p> <p>5. assessing the appropriate level of security and implementing appropriate technical and organizational measures to ensure a level of security appropriate to the risks including such measures as described in the section of Technical and Operational Security Measures below;</p> <p>6. notifying Data Subjects and/or applicable regulatory authorities as may be required under Applicable Law, including in the event of an Incident (as specified in the section of Incident below);</p> <p>7. assessing the privacy impacts of the proposed data Processing and, as may be applicable, consulting with</p>	<p>何处理;</p> <p>3. 向<b>数据主体</b>证明其<b>个人信息</b>已得以纠正、完善、修改、删除、清除或限制（如适用）；</p> <p>4. 以结构化、通用和机器可读的格式向发出请求的相应<b>数据主体</b>提供<b>个人信息</b>的副本；</p> <p>5. 评估相应的安全级别并采取适当的技术和组织措施，以维持适合其风险的适当的安全级别，包括下文“技术和操作安全措施”条款所述的措施；</p> <p>6. 根据<b>适用法律</b>的要求通知<b>数据主体</b>和/或相应的监管机构，包括在发生“<b>事件</b>”[如下文“<b>事件</b>”条款所规定]时；</p> <p>7. 对拟进行的<b>数据处理</b>进行隐私影响评估，同时酌情咨询监管当局并获得任何必要的监管批</p>
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regulatory authorities and obtaining any necessary regulatory approvals; and

8. making available all information necessary to demonstrate compliance with obligations under Applicable Law including allowing for and contributing to audits as set forth in the section of Audits Rights below.

H. Third Party Beneficiaries. To the extent that any Data Subjects are residents of the EEA, Switzerland, UK or any other country affording similar rights, the applicable Data Subjects shall be third party beneficiaries of these DP Terms with a right to directly enforce these DP Terms against Supplier under the laws of the jurisdiction in which the Data Subjects reside.

I. Training. Supplier shall periodically provide those employees, consultants, and any approved third parties (affiliated or not) that Process Personal Information under the Agreement with training on how to Process Personal Information in accordance with Applicable Law and these DP Terms.

J. Duty to Notify. Supplier shall promptly notify Qualcomm about any communications, complaints, or inquiries from Data Subjects (regardless of where the Data Subject is located), press, or any legal or regulatory authority regarding Processing of Personal Information by Supplier, and any requests for Personal Information from law enforcement or government, and Supplier shall further provide all reasonable assistance to Qualcomm in responding to all such

准；并

8. 为证明履行适用法律规定的义务提供所有必要信息，其中包括允许和促成下文“审计权利”条款中规定的审计。

H. 第三方受益人。如果任何数据主体是欧洲经济区、瑞士、英国或任何其他提供类似权利的国家/地区的居民，相应的数据主体应是此数据处理条款的第三方受益人，其有权根据数据主体所在司法管辖区的法律直接对供应商执行此数据处理条款。

I. 培训。供应商应定期向根据协议处理个人信息的员工、顾问和任何经批准的第三方（关联或非关联公司）提供有关如何根据适用法律和此数据处理条款处理个人信息的培训。

J. 通知义务。供应商应及时通知 Qualcomm 来自数据主体（无论数据主体位于何处）、媒体或任何法律或监管机构的关于供应商处理个人信息的任何通信、投诉或查询，以及来自执法部门或政府的任何个人信息请求，并且供应商应进一步向 Qualcomm 提供所有合理的协助以回应所有此类通信、投诉、查询或请求。如果在任何时候，供应商认为 Qualcomm 的任何指令违反了适用法

communications, complaints, inquires, or requests. If, at any time, Supplier believes that any instruction from Qualcomm violates Applicable Law, Supplier shall promptly inform Qualcomm.

Supplier shall have established internal procedures enabling it to promptly notify and respond to Qualcomm regarding to such notification duties.

K. Audit Rights. Supplier shall, upon request, make available to Qualcomm all information necessary to verify compliance with these DP Terms and Applicable Law, and shall cooperate with and contribute to such audit requests. The details are described or shall be referred to in the security provisions in the Agreement and/or the Security Terms. In addition, upon request by Qualcomm, Supplier shall provide a written certification by an authorized officer of Supplier to certify that Supplier is compliant with any and all of these DP Terms as directed by Qualcomm.

L. Incident. If an Incident (as defined in the Security Terms) involves Personal Information, Supplier shall comply with all other notification and remediation provisions set forth in the Agreement and/or the Security Terms, including the duties of Supplier to take prompt actions to mitigate, remediate and report to Qualcomm regarding any data breach relating to Personal Information. In the event any Incident by Supplier or its sub-processors requires notification to a Data Subject or regulator under Applicable Law, Supplier agrees that, at Qualcomm's election, either: (i) Supplier shall draft and send the notification meeting Qualcomm's requirements, or (ii) Qualcomm may draft the notification and has the right to name Supplier as responsible for the Breach. The Parties shall collaborate in good faith on the

律，供应商应及时通知 Qualcomm。

供应商应建立内部程序，使其能够就此类通知职责及时通知并回复 Qualcomm。

K. 审计权利。供应商应根据 Qualcomm 的请求向 Qualcomm 提供所有必要的信息核实供应商对此**数据处理条款**和**适用法律**的遵守情况，并配合和协助此类审计请求。详细信息在**协议**的安全规定和/或**安全条款**中描述或参考。此外，在 Qualcomm 请求下，供应商应提供由供应商授权官员出具的书面证明，证明供应商遵守 Qualcomm 指示的任何及所有**此数据处理条款**。

L. 事件。如果**事件**（定义见安全条款）涉及**个人信息**，供应商应遵守**协议**和/或**安全条款**中规定的所有其他通知和补救规定，包括供应商有义务立即采取行动，以缓解、补救和向 Qualcomm 报告与**个人信息**相关的任何数据泄露。如果供应商或其子处理者的任何**事件**根据**适用法律**需要向**数据主体**或监管机构发出通知，供应商同意，根据 Qualcomm 的选择，(i) 供应商应起草并发送符合 Qualcomm 要求的通知，或 (ii) Qualcomm 可起草通知，并有权指定供应商为**泄露事件**责任人。双方应就此类通知的提供、内容、时间和方法进行善意合作，但不得因此禁止任何一方遵守**适用法律**或适用的职业准则责任。供应商将及时向 Qualcomm 赔偿由于**事件**而导致的费用和开支，包括但不限于通知、打印和邮寄费用、呼叫中心

provision, content, timing and method of such notifications, provided, however, that the foregoing shall not prohibit either Party from complying with Applicable Law or applicable codes of professional responsibility. Supplier will promptly reimburse Qualcomm for the costs and expenses incurred as a result of the Incident, including but not limited to, notice, print and mailing costs, the costs for call center services, and the costs of obtaining credit monitoring services and identity theft insurance for the individuals whose Personal Information was or may have been compromised.

Supplier shall not make any public announcements relating to such Breach without Qualcomm's prior written approval.

#### **V. Technical and Operational Security Measures**

In addition to the technical and operational security measures in the Security Terms, Supplier shall maintain additional operational and technological processes and procedures to protect Personal Information as required by Applicable Law (which may include, but is not limited to, the pseudonymization and encryption of Personal Information). At the request of Qualcomm, Supplier shall produce to Qualcomm evidence that Supplier has complied with and continues to comply with such security requirements and as may be required by any competent independent public authority, including, without limitation, a supervisory authority under Applicable Law. Supplier acknowledges that security requirements and risks are constantly changing, and that effective security requires frequent monitoring and constant improvement. Supplier is therefore obliged to continuously monitor and update its security measures to maintain compliance with the requirements hereunder.

服务费以及为其个人信息已经或可能已经遭到泄露的个人获得信用监控服务和身份盗用保险的费用。

未经 Qualcomm 事先书面批准，供应商不得发布任何与此类违规行为相关的公告。

#### **V. 技术和操作安全措施**

除了安全条款中的技术和操作安全措施之外，供应商还应按照适用法律的要求实施额外的操作和技术流程和程序来保护个人信息（包括但不限于个人信息的假名化和加密）。应 Qualcomm 要求，供应商应向 Qualcomm 提供证据证明供应商已经遵守并将继续遵守此类安全要求，并且任何有资格的独立公共政府机构可能也有此要求，包括但不限于适用法律规定的监管机构。供应商承认安全要求和风险在不断变化，有效的安全措施要求经常监控和不断改进。因此，供应商有义务持续监控和更新其安全措施，以保持符合此数据处理条款的要求。

## **VI. Term & Termination**

Supplier shall promptly and properly erase and/or destroy Personal Information in accordance with Qualcomm's data retention schedule or similar policies as provided by Qualcomm, and as instructed by these DP Terms and the Security Terms.

Notwithstanding anything in the Agreement to the contrary, these DP Terms will take effect on the effective date of the Agreement (or, where applicable, the amendment effective date to the Agreement to which these DP Terms are attached), and will remain in effect until the later of (i) the deletion or return of Personal Information as required in the Security Terms or the Agreement (as applicable) by Supplier and its sub-processors and (ii) the termination or expiration of the Agreement. For the avoidance of doubt, regardless of the termination or expiration of the Agreement, these DP Terms shall survive so long as Supplier or its sub-processors remain in possession, custody, or control of Personal Information.

## **VII. Updates to the Data Processing Terms**

Qualcomm reserves the right to change these DP Terms where such change is required by Applicable Law, court order or regulatory guidance. Qualcomm shall inform Supplier of such changes by way of email notification (using the email address specified in the Notices section of the Agreement or such other email address used by Qualcomm when issuing purchase orders) and give Supplier an opportunity to object within thirty (30) days from the delivery of such notice of change. Supplier and Qualcomm will, in good-faith, resolve any Supplier's objections raised by Supplier. Unless Supplier has requested any aforementioned objection as set forth in this paragraph from Qualcomm, the changes to these DP Terms shall become effective thirty (30) days from the date Qualcomm notifies Supplier of such changes (or such earlier period as required by the

## **VI. 期限和终止**

供应商应根据 Qualcomm 的数据保留计划或 Qualcomm 提供的类似政策，并按照**此数据处理条款**和**安全条款**的指示，及时和适当地删除和/或销毁个人信息。

即使**协议**中有任何相反规定，**此数据处理条款**将在**协议**生效之日（或者，在适用的情况下，随附**此数据处理条款**的**协议**的修订生效日期）起生效，有效期将持续至 (i) 供应商及其子处理者按照“**安全条款或协议**”（如适用）删除或归还**个人信息**和 (ii) **协议**终止或期满，以较迟者为准。为避免疑义，无论**协议**终止或到期与否，只要供应商或其子处理者仍然拥有、保管或控制**个人信息**，**此数据处理条款**将继续有效。

## **VII. 数据处理条款更新**

Qualcomm 保留在**适用法律**、法院命令或监管指引要求的情况下修改**此数据处理条款**的权利。Qualcomm 应通过电子邮件通知供应商此类变更（使用**协议**的“通知”一节指定的电子邮件地址，或 Qualcomm 签发采购订单时使用的此类其他电子邮件地址），并允许供应商在此类变更通知发出后三十（30）天内提出异议。供应商和 Qualcomm 将本着诚意解决供应商提出的任何异议。除非供应商向 Qualcomm 提出本段规定的任何上述异议，否则对**此数据处理条款**的变更应在 Qualcomm 将此类变更通知供应商之日起三十（30）天内生效（或**适用法律**、法院命令或政府监管机构发布的指引要求的更早期限）。

Applicable Law, court order, or guidance issued by a governmental regulator).	
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