

Appendix 4 – Data Processing Agreement - CN

附录 4 - 数据处理协议 – 中国

The Provider will make available the Software to the Customer in accordance with the Agreement and will process personal data on behalf of the Customer as a result thereof. This Data Processing Agreement (hereinafter the “DPA”) sets out the terms and conditions between the Provider and the Customer for such processing of personal data.

供应商将根据本协议向客户提供软件，并将据此代表客户处理个人数据。本数据处理协议（以下简称“DPA”）规定了供应商和客户之间处理个人数据的条款和条件。

1 DEFINITIONS

定义

Terms used but not defined herein shall have the meanings set forth on the Cover Document and the General Terms and Conditions set forth in Appendix 2 to the Agreement. The following additional terms in this DPA shall have the following meaning:

本文中未定义但使用的术语应具有封面文件和协议附录 2 中的一般条款和条件所规定的含义。

本 DPA 中的下列附加术语具有如下含义：

<p>“Personal Data” “个人数据”</p>	<p>means any information relating to an identified or identifiable natural person, which is Processed by the Provider solely on behalf of the Customer under the Agreement and this DPA. 指由供应商根据本协议和本 DPA 代表客户处理的与已识别或可识别的自然人有关的任何信息。</p>
<p>“Process” or “Processing” “处理”</p>	<p>means any operation or set of operations which is performed on the Personal Data or on sets of the Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction. 指对个人数据或个人数据集进行的任何操作或一组操作，无论是否通过自动化手段，如收集、记录、组织、结构化、存储、改编或更改、检索、咨询、使用、通过传输、传播或以其他方式披露或提供、调整或组合、限制、删除或销毁。</p>
<p>“Data Subject” “数据主体”</p>	<p>means an identified or identifiable natural person to whom the Personal Data relates. 指与个人数据有关的已识别或可识别的自然人。</p>
<p>“Sub-Entrusted Party” “转受托方”</p>	<p>means any third party that Processes the Personal Data under the instructions of the Provider.</p>

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	指根据供应商指示处理个人数据的任何第三方。
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2 PROCESSING OF PERSONAL DATA

个人数据的处理

2.1. For the avoidance of doubt, for any Personal Data Processed by the Provider under this DPA, as between the Parties, the Customer shall be the entrusting party and the Provider shall be the entrusted party. The Customer is obliged to obtain the Data Subject's consent to Process the Personal Data and shall ensure it has obtained all necessary consent from the Data Subject prior to entrusting the Provider with the Personal Data to be Processed under the DPA.

为避免疑义，对于供应商根据本 DPA 处理的任何个人数据，在双方之间，客户应为委托方，供应商应为受托方。客户有义务获得数据主体的同意以处理个人数据，并确保在委托供应商根据 DPA 处理个人数据之前已获得数据主体的所有必要同意。

2.2. The Provider undertakes to only Process the Personal Data in accordance with documented instructions from the Customer, unless otherwise provided by applicable laws and regulations. The Customer's **initial instructions to the** Provider regarding the subject-matter and duration of the Processing, the nature and purpose of the Processing, the type of Personal Data and categories of the Data Subjects, and technical and organizational measures are set forth in this DPA and in Schedule A.

供应商承诺只按照客户的书面指示处理个人数据，除非适用法律法规另有规定。客户就处理的主体和持续时间、处理的性质和目的、个人数据的类型和数据主体的类别以及技术和组织措施向供应商发出的最初指示载于本 DPA 和附录 A。

2.3. The Customer confirms that, except for any written instruction provided in specific cases according to clause 2.4, the obligations of Provider set out in this DPA, including Schedule A, constitutes the full and complete instructions to be carried out by the Provider as the entrusted party. Any changes to the Customer's **instructions shall be** negotiated separately and, to be valid, documented in writing and duly signed by both parties. The Customer is required to not, without such written agreement, allow the Provider to Process other categories of the Personal Data, or to Process the Personal Data about other categories of the Data Subjects, or to Process the Personal Data for other purposes than specified in Schedule A.

客户确认，除了根据第 0 节在特定情况下提供的任何书面指示外，本 DPA（包括附录 A）中规定的供应商的义务，构成供应商作为受托方所要执行的全部和完整指示。对客户指示的任何更改应单独协商，并以书面形式记录下来，由双方正式签署，方为有效

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。在没有此类书面约定的情况下，客户不得允许供应商处理其他类别的个人数据，或处理有关其他类别数据主体的个人数据，或为附录 A 规定的目的以外的其他目的处理个人数据。

- 2.4. The Provider shall, to the extent required under applicable data protection laws and in accordance with the Customer's **written instruction in each case**, assist the Customer in fulfilling its legal obligations under such laws, including but not limited to the Customer's obligation to respond to requests for exercising the Data Subject's rights regarding Processing of their Personal Data.

供应商应在适用的数据保护法律要求的范围内，根据客户在每种情况下的书面指示，协助客户履行其在这些法律下的法律义务，包括但不限于客户对要求行使数据主体的个人数据处理权利做出回应的义务。

- 2.5. The Provider shall immediately inform the Customer if, in its opinion, an instruction provided under this DPA infringes applicable data protection laws.

如果供应商认为根据本 DPA 提供的指示违反适用的数据保护法律，供应商应立即通知客户。

- 2.6. If the Data Subjects, competent authorities or any other third parties request information from the Provider regarding the Processing of Personal Data, the Provider shall refer such request to the Customer without undue delay, unless prohibited under the law applicable to the requesting third party, and, if prohibited from notifying the Customer, use all lawful efforts to obtain the right to waive the prohibition in order to communicate as much information to the Customer as soon as possible. The Provider may not in any way act on behalf of or as a representative of the Customer and may not, without prior instructions from the Customer, transfer or in any other way disclose the Personal Data or any other information relating to the Processing of Personal Data to any third party, unless otherwise required by applicable law or pursuant to a non-appealable decision by a competent court or authority.

如果数据主体、主管部门或任何其他第三方要求供应商提供有关个人数据处理的信息，供应商应将此类要求提交给客户，不得无故拖延，除非适用于提出要求的第三方的法律禁止这样做，并且，如果被禁止通知客户，则应利用一切合法努力获得豁免禁止的权利，以便尽快将尽可能多的信息传达给客户。供应商不得以任何方式代表客户或作为客户的代表行事，并且未经客户事先指示，不得向任何第三方传输或以任何其他方式披露个人数据或与个人数据处理有关的任何其他信息，除非适用法律另有规定或根据主管法院或部门做出的不可上诉的决定。

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- 2.7. In the event the Provider, according to applicable laws and regulations, is required to disclose Personal Data that the Provider processes on behalf of the Customer, the Provider shall be obliged to inform the Customer thereof immediately, unless otherwise provided by applicable law or pursuant to a decision by a competent court or authority, and request confidentiality in conjunction with the disclosure of requested information.

根据适用的法律法规，如果要求供应商披露供应商代表客户处理的个人数据，供应商有义务立即通知客户，除非适用法律另有规定或根据主管法院或部门做出的决定，并要求与所要求的信息披露一同予以保密。

3 SUB-ENTRUSTED PARTIES

转受托方

- 3.1. The Customer hereby gives full, irrevocable, individual consent to the Provider to entrust any third party to Process the Personal Data within the scope of the **Customer's instructions** to the Provider, provided that the entrustment shall be necessary and reasonable for performing the Master Service Agreement and its Appendixes. In addition to the Sub-Entrusted Parties listed in Schedule B, the Provider may engage additional or replacement of Sub-Entrusted Parties without prior written consent from the Customer. The Provider shall ensure that Sub-Entrusted Parties are bound by written agreements that require them to comply with corresponding data Processing obligations to those contained in this DPA.

客户特此给予供应商完全的、不可撤销的、单独的同意，允许供应商委托任何第三方在客户向供应商发出的指示范围内处理个人数据，但该委托应为履行主服务协议及其附录所必需且合理的。除附录 B 中列出的转受托方外，供应商可在未事先获得客户书面同意的情况下，聘用额外的或替换转受托方。供应商应确保转受托方受书面协议的约束，要求他们遵守本 DPA 中包含的相应数据处理义务。

- 3.2. If the Provider intends to engage a new Sub-Entrusted Party that will Process the Personal Data covered by this DPA, the Provider shall, prior to such engagement, inform the Customer thereof. The Provider shall provide the Customer with any information reasonably requested by the Customer to enable the Customer to assess the use of the proposed Sub-Entrusted Party against applicable laws and regulations. 如果供应商打算聘用一个新的转受托方来处理本 DPA 所涵盖的个人数据，供应商应在聘用之前通知客户。供应商应向客户提供客户合理要求的任何信息，让客户能够根据适用的法律法规评估备选转受托方的使用。

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- 3.3. The Provider is responsible for its Sub-Entrusted Parties and shall remain liable towards the Customer for any Sub-Entrusted Party's acts and/or omissions.
供应商对其转受托方负责，并应就任何转受托方的作为和/或不作为对客户负责。

4 TRANSFERS OF PERSONAL DATA TO THIRD COUNTRIES 个人数据传输至第三国

- 4.1 The Provider's Processing of the Personal Data under this DPA will take place within the relevant geographical region as described in Schedule A, section 5, and as agreed in the relevant Work Order (hereinafter the "Processing Operations Region"). The Provider makes the following commitment regarding transfers of the Personal Data to third countries outside the Processing Operations Region:

供应商根据本 DPA 对个人数据的处理将在附录 A 第 5 节所述的相关地理区域内进行，并在相关工单中约定（以下简称“处理操作区域”）。对于向处理操作区域以外的第三国传输个人数据，供应商做出以下承诺：

- a) The Provider will not transfer any Personal Data outside the Processing Operations Region,
供应商不会将任何个人数据传输至处理操作区域以外，
- b) The Provider will not instruct any Sub-Entrusted Parties to transfer any Personal Data outside the Processing Operations Region, and
供应商不会指示任何转受托方将任何个人数据传输至处理操作区域以外，以及
- c) The Provider will ensure contractual arrangements are put in place with all Sub-Entrusted Parties that include:
供应商将确保与所有转受托方订立合同安排，其中包括：
 - a. restrictions on transfers of the Personal Data outside the Processing Operations Region, unless such transfer is mandatory under applicable laws and regulations or subject to a legally binding request for disclosure of the Personal Data by a law enforcement authority, and
限制将个人数据传输至处理操作区域以外，除非根据适用的法律法规，这种传输是强制性的，或受限于具有法律约束力的执法机构提出的披露个人数据的要求，以及

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- b. obligations on the Sub-Entrusted Party to (i) inform the Provider of any disclosure request (if permitted by law to do so) and to redirect the request to the Provider (if permitted by law to do so), (ii) to assess the legality of a request and seek legal protection from any (disproportionate) disclosure request, (iii) only provide the minimum amount of information permissible in response to any disclosure request, and (iv) document and record the requests for access received from public authorities and the response provided, alongside the legal reasoning and the actors involved.

转受托方有义务 (i) 将任何披露请求告知供应商 (如果法律允许这样做), 并将请求转给供应商 (如果法律允许这样做), (ii) 评估请求的合法性, 并寻求法律保护, 避免任何 (不适宜的) 披露请求, (iii) 在回应任何披露请求时, 只提供允许的最低数量的信息, 以及 (iv) 记录并保存从主管部门收到的访问请求以及做出的回应, 以及涉及的法律推理和行为主体。

- 4.2 The Provider cannot and does not monitor or control how the Customer distributes access rights to the Software within each Study, or from where each Software user accesses the Software. **It is the Customer's sole responsibility to control user's access to the Software within its Studies and to determine from where such access may take place, be it from within or outside the Processing Operations Region.**

供应商不能也不会监督或控制客户如何在每项研究中分配软件访问权, 或每个软件用户从何处访问软件。客户单方承担控制其研究中用户对软件的访问, 并决定从何处进行访问的责任, 无论是在处理操作区域内还是在处理操作区域外。

5 INFORMATION SECURITY AND CONFIDENTIALITY

信息安全和保密

- 5.1. The Provider shall be obliged to take appropriate technical and organizational Measures to protect the Personal Data which is Processed. The measures shall result in a level of security which is appropriate taking into consideration:

供应商有义务采取适当的技术和组织措施, 保护被处理的个人数据。这些措施的结果应是产生安全保护水平, 适当考虑:

- a) existing technical possibilities;
现有的技术可能性;

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- b) the costs for carrying out the measures;
实施这些措施的成本;
- c) the particular risks associated with the Processing of Personal Data; and
与个人数据处理有关的特殊风险; 以及
- d) the sensitivity of the Personal Data which is Processed.
被处理的个人数据的敏感性。

5.2. The Provider shall maintain adequate security for the Personal Data. The Provider shall protect the Personal Data against destruction, modification, unlawful dissemination, accidental or unlawful access. The Personal Data shall also be protected against all other forms of unauthorized Processing in violation of this DPA or applicable laws and regulations. Taking into account the state of the art and the costs of implementation and the nature, scope, context and purposes of the Processing as well as the risk of varying likelihood and severity for the rights and freedoms of individuals, the technical and organizational measures to be implemented by the Provider shall include, as appropriate:

供应商应保持个人数据的充分安全。供应商应保护个人数据免遭破坏、修改、非法传播或意外、非法访问。个人数据也应受到保护，防止违反本 DPA 或适用法律法规的所有其他形式的未授权的处理。考虑到技术水平和实施成本，以及处理的性质、范围、背景和目的，以及个人权利和自由的不同可能性和严重性的风险，供应商酌情采取的技术和组织措施应包括：

- a) the encryption of Personal Data;
对个人数据进行加密;
- b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of systems and services Processing the Personal Data;
能确保处理个人数据的系统和服务的持续的保密性、完整性、可用性和复原力;
- c) the ability to restore the availability and access to the Personal Data in a timely manner in the event of a physical or technical incident; and
在发生物理或技术事故的情况下，能及时恢复个人数据的可用性和访问; 以及

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- d) a process for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures for ensuring the security of the Processing.
定期测试、评估和评价技术和组织措施的有效性的程序，确保处理的安全性。
- 5.3. The Provider shall notify the Customer of any accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to the Personal Data or any other security incidents (**hereinafter** “Personal Data Breach”) immediately upon becoming aware of such incidents. The notification should at least:
如果发生意外或非法破坏、丢失、篡改、未经授权披露或访问个人数据或任何其他安全事件（以下称“个人数据外泄”），供应商应在意识到后立即通知客户。该通知至少应：
- a) describe the nature of the Personal Data Breach including where possible, the categories and approximate number of Data Subjects concerned and the categories and approximate number of Personal Data records concerned;
描述个人数据外泄的性质，包括在可能的情况下，描述有关数据主体的类别和大概数量、以及有关个人数据记录的类别和大概数量；
- b) communicate the name and contact details of the data protection officer or other contact point where more information can be obtained;
告知数据保护官的姓名和联系方式，或其可以获得更多信息的联络点；
- c) describe the likely consequences of the Personal Data Breach; and
描述个人数据外泄的可能的后果；以及
- d) describe the measures taken by the Provider or proposed to be taken by the Customer to address the Personal Data Breach, including, where appropriate, measures to mitigate its possible adverse effects.
描述供应商已经采取或建议客户采取的处理个人数据外泄的措施，包括在适当情况下，描述减轻其可能的不利影响的措施。
- 5.4. In case of a Personal Data Breach, and taking into account the nature of Processing and the information available to the Provider, the Provider shall provide reasonable assistance to the Customer to help the Customer comply with its obligations for (i) notification of a Personal Data Breach to the relevant supervisory authority, as

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applicable, and (ii) communication of a Personal Data Breach to the relevant Data Subjects, as applicable and appropriate.

在发生个人数据外泄的情况下，考虑到处理的性质和供应商可获得的信息，供应商应向客户提供合理的协助，帮助客户履行其义务：（i）向相关监管机构告知个人数据外泄（如适用），以及（ii）向相关数据主体告知个人数据外泄（如适用）。

- 5.5. The Provider undertakes not to, without the Customer's **prior written consent disclose** or otherwise make Personal Data Processed under this DPA available to any third party, except for Sub-Entrusted Parties engaged in accordance with this DPA, unless otherwise required under applicable laws and regulations or pursuant to a decision by a competent court or authority.

供应商承诺，未经客户事先书面同意，不向任何第三方披露或以其他方式提供根据本 DPA 处理的个人数据，但根据本 DPA 聘用的转受托方除外，除非适用法律法规另有要求或根据主管法院或当局的决定。

- 5.6. The Provider shall be obliged to ensure that only such staff as directly require access to Personal Data in order to fulfil the Provider's **obligations in accordance with this DPA** have access to such information. The Provider shall ensure such staff are bound by a confidentiality obligation concerning this information to the same extent as the Provider in accordance with this DPA.

供应商有义务确保，只有直接需要接触个人数据的工作人员能根据本 DPA 履行供应商的义务，接触到这些信息。供应商应确保这些工作人员受到保密义务的约束，其程度与本 DPA 规定的供应商的义务相同。

- 5.7. The duties of confidentiality set forth in this section 5 shall survive the expiry or termination of the DPA.

本第 5 节规定的保密义务在 DPA 到期或终止后仍然有效。

- 5.8. Provider shall, in addition to 5.1-5.6, take the technical and organizational security measures agreed between the Parties in Schedule A attached to this DPA to protect the Personal Data against accidental or unlawful destruction or accidental loss, damage, alteration, unauthorized disclosure, use or access and against all other unlawful forms of Processing.

除 5.1-5.6 条外，供应商还应采取双方在本 DPA 附录 A 中商定的技术和组织安全措施，保护个人数据免遭意外或非法破坏或意外损失、损坏、更改、未经授权的披露、使用或访问，并防止所有其他非法形式的处理。

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6 AUDIT RIGHTS

审计权

6.1 The Customer shall be entitled to take measures necessary to verify that the Provider is able to comply with its obligations under this DPA, and that the Provider has in fact undertaken the measures to ensure such compliance. The Provider undertakes to make available to the Customer all information and all assistance reasonably necessary to demonstrate compliance with the obligations laid down in this DPA and allow for and contribute to audits, including on-site inspections, conducted by the Customer or another auditor mandated by the Customer.

客户有权采取必要措施，核实供应商能够遵守本 DPA 规定的义务，以及供应商事实上已经采取了确保遵守的措施。供应商承诺向客户提供合理必要的所有信息和所有协助，以证明其遵守本 DPA 规定的义务，并允许和促进客户或客户授权的其他审计人进行审计，包括现场检查。

6.2 The Customer shall ensure that any designee third party carrying out the audit enters into a non-disclosure agreement and that such third party takes necessary security measures when conducting the audit.

客户应确保进行审计的任何被指定的第三方签订不披露协议，并确保该第三方在进行审计时采取必要的安全措施。

6.3 If the audit shows that there are security deficiencies and such deficiencies are a result of the Provider's **noncompliance** with this DPA, the Provider shall bear the costs for the rectification of the deficiencies. If the audit shows that there are security deficiencies and such deficiencies are a result of inadequate instructions from the Customer, then the Provider and the Customer shall discuss the nature of the problems the audit identifies and shall decide how to rectify them and how to reasonably and fairly share the costs.

如果审计结果显示存在安全缺陷，并且这些缺陷是供应商不遵守本 DPA 造成的，则供应商应承担弥补缺陷的费用。如果审计结果显示存在安全缺陷，而这些缺陷是客户的指示不充分造成的，则供应商和客户应讨论审计发现的问题的性质，并决定如何纠正这些问题以及如何合理和公平地分担费用。

7 LIMITATIONS OF LIABILITY

责任限制

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7.1. The limitations of liability set out in section [12] of the General Terms and Conditions shall apply to Provider's liability under this DPA as if set out herein.

《一般条款和条件》第[12]节规定的责任限制适用于供应商在本 DPA 下的责任，如同规定在本文一样。

7.2. Provider shall only Process Personal Data in accordance with Customer's Instructions. Therefore, the Provider is not liable in circumstances where the Provider's actions result from instructions received from Customer.

供应商应仅按照客户的指示处理个人数据。因此，如果供应商的行为是根据客户的指示进行的，则供应商不承担责任。

8 TERM 期限

8.1. This DPA shall enter into force when Cover Document is duly signed by each Party. The provisions in this DPA shall apply during such time that the Provider Processes the Personal Data on behalf of the Customer.

本 DPA 在各方正式签署封面文件后生效。本 DPA 的规定在供应商代表客户处理个人数据的时间段内适用。

9 MEASURES UPON COMPLETION OF PROCESSING OF PERSONAL DATA 个人数据处理完成后的措施

9.1. Upon expiry of this DPA, the Provider will, at the Customer's discretion, erase or return all Personal Data processed under this DPA within thirty (30) days after the termination of the Cover Document, unless continued Processing of Personal Data is required under applicable laws and regulations.

本 DPA 到期后，除非适用的法律法规要求继续处理个人数据，否则供应商将在封面文件终止后三十（30）天内，根据客户的决定，删除或归还根据本 DPA 处理的所有个人数据。

9.2. Upon request by the Customer, the Provider shall provide a written notice of the measures taken regarding the Personal Data upon the completion of the Processing. 应客户的要求，供应商应提供一份书面通知，说明在处理完成后对个人数据采取的措施。

10 LAW AND DISPUTES

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法律和争议

10.1 The provisions on governing law and disputes in Section 18 of the General Terms and Conditions shall apply also to this DPA.

《一般条款和条件》第 18 节中关于管辖法律和争议的规定也适用于本 DPA。

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附录 4 - 数据处理协议 – 中国 SCHEDULE A TO APPENDIX 4 附录 4-附录 A

DATA PROCESSING INSTRUCTIONS 数据处理指示

1. Nature and Purposes
性质和目的

The Provider is a software vendor providing a platform with the purpose to collect and store research data according to a Study protocol in an auditable, secure and structured manner. 供应商是一家软件供应商，提供一个平台，目的是根据研究方案以可审计、安全和结构化的方式收集和存储研究数据。

2. Categories of Data Subjects
数据主体类别

The Personal Data processed will concern the following three types of Data Subjects: 处理的个人数据将涉及以下三类数据主体：

- A. Data Subjects who are participants in a Study conducted using the Software (**“Study Subjects”**)
参与使用本软件进行的研究的数据主体（“**研究主体**”）
- B. Software users (excluding Study Subjects using ViedocMe) in a Study conducted using the Software (**“Software users”**)
使用软件进行的研究中的软件用户（不包括使用 ViedocMe 的研究主体）（“**软件用户**”）
- C. Study staff captured in Trial Master File (**“TMF”**) in the Software
软件中的试验主文件（“**TMF**”）中记录的研究人员

3. Categories of Personal Data
个人数据类别

The categories of Personal Data processed are, for Data Subject types A, B and C above, respectively:

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对于上述 A、B 和 C 类数据主体，处理的个人数据类别分别为：

- A. Data points to be collected for the Study Subjects according to how the Study is configured (“Study Configuration”)
根据研究的配置（“研究配置”）为研究主体收集的数据点
- B. Activity data of the Study Subjects, when using ViedocMe, as part of the audit collection of the Study performance
研究主体在使用 ViedocMe 时的活动数据，作为研究绩效审计收集工作的一部分
- C. Activity data of the Software users as part of the audit collection of the Study performance
软件用户的活跃数据，作为研究执行的审核收集的一部分
- D. TMF data of the Study Subjects, Software users and Study staff, such as Curriculum Vitae, logs, reports, agreements or financial information, as determined by the Customer
由客户确定的研究主体、软件用户和研究人员的 TMF 数据，如简历、日志、报告、协议或财务信息
- E. Contact details of Software users as part of authentication and the audit collection of the Study performance
软件用户的详细联系方式，作为认证和收集研究成果审计信息的一部分
- F. Contact details of the Study Subjects, when using ViedocMe together with the Study subject reminder functionality
使用 ViedocMe 和研究主体提醒功能时，研究主体的详细联系信息
- G. Video and audio streams between the Study Subjects and the Software users when using ViedocConnect
使用 ViedocConnect 时，研究主体与软件用户之间的视频和音频流

4. Processing Operations 处理操作

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- I. Category A and D data for Data Subjects A, B and C is added/edited/deleted by the Data Subjects B having permission to do so according to the Study Configuration decided by the Customer.
数据主体 A、B 和 C 的 A 类和 D 类数据由获得许可的数据主体 B 根据客户决定的研究配置进行添加/编辑/删除。
- II. Category B and C data for Data Subjects A and B is automatically added by the Software – this data cannot be edited but only deleted as part of a decommissioning Software function initiated by Data Subjects B having a special permission decided by the Customer.
数据主体 A 和 B 的 B 类和 C 类数据由软件自动添加–这些数据不可编辑，只能由数据主体 B 在获得客户决定的特殊许可后启动退出软件功能时删除。
- III. Category E data for Data Subjects B is added/edited/deleted by Data Subjects B.
数据主体 B 新增/编辑/删除数据当事人 B 的 E 类数据。
- IV. Category F data for Data Subjects A is added/edited/deleted by Data Subjects B and can also be edited and deleted by the Study Subjects themselves, as applicable and in accordance with Study Configuration. This data is never decrypted for other purposes than for the system to be able to send the reminders. On the European instance, encryption and decryption keys are separated on different Sub-entrusted Parties in different jurisdictions.
数据主体 A 的 F 类数据由数据主体 B 添加/编辑/删除，也可由研究主体根据研究配置自行编辑和删除。这些数据除了用于系统发送提醒信息外，绝不会出于其他目的进行解密。在欧洲服务器中，加密和解密密钥分别由不同辖区的不同转受托方保管。
- V. Categories A-F data is stored at primary data-center, disaster-recovery data-center and backup archive.
A-F 类数据存储在主数据中心、灾难恢复数据中心和备份存档中。
- VI. Categories A-F data is automatically processed as initiated by Data Subjects B, through and within the scope of Software functions allowed by the Customer as part of the Study Configuration – this includes but is not limited to listing, aggregating and transforming the data in various ways.
A-F 类数据由数据主体 B 发起，通过并在客户允许的软件功能范围内作为研究配置的一部分自动处理，这包括但不限于以各种方式列出、汇总和转换数据。

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VII. Category G data for Data Subjects A and B is automatically processed by the Software by live streaming during each ViedocConnect session; such data is never stored.
 数据主体 A 和 B 的 G 类数据由软件在每次 ViedocConnect 会话期间通过实时流自动处理；此类数据从不存储。

5. Location of Processing Operations 处理操作的位置

The table below sets out the country/region where each category of Processing activity takes place depending on the Software instance selected by the Customer. The Customer will decide upon the relevant instance for each specific Study, and this selection will be documented in the related work order.

根据客户选择的软件服务器，下表列出了各类处理活动所在的国家/地区。客户将决定每项具体研究的服务器，这一选择将记录在相关工单中。

Region 地区	Europe instance 欧洲服务器	Japan instance 日本服务器	China instance 中国服务器	US instance 美国服务器
Data Processing 数据处理				
Primary data center 主数据中心	EU / EEA 欧盟/欧洲经济区	Japan 日本	China 中国	US 美国
Disaster recovery data center 灾难恢复数据中心	EU / EEA 欧盟/欧洲经济区	Japan 日本	China 中国	US 美国
SMS and Email processing 短信和电子邮件处理	EU / EEA 欧盟/欧洲经济区	Japan and EU / EEA 日本及欧盟/欧洲经济区	China 中国	US / EU / EEA 美国/欧盟/欧洲经济区
Offline backup storage site 离线备份存储地点	EU / EEA 欧盟/欧洲经济区	Japan 日本	China 中国	US 美国
Multi-party processing 多方处理	EU / EEA 欧盟/欧洲经济区	Japan 日本	China 中国	US 美国
ViedocConnect live data stream ViedocConnect 实时数据流	EU / EEA 欧盟/欧洲经济区	EU / EEA 欧盟/欧洲经济区	N/A 不适用	EU / EEA 欧盟/欧洲经济区

6. Technical and Organizational Measures (TOMs)

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 Uppsala, Sweden

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技术和组织措施（TOMs）

The Parties have agreed on the following technical and organizational measures:

双方已同意以下技术和组织措施：

Control type 控制类型	Purpose 目的	Measures 措施	Description of the respective solution 相应解决方法的描述
Admission Control 准入控制	Prevention of physical access to premises and facilities by unauthorized persons. 防止未经授权的人物访问场所和设施。	Access control system, e.g., ID reader -, Smart card/transponder locking system. 门禁系统，例如读卡器、智能卡 / 应答器锁定系统。	All Provider data processing employ secure access processes, including Smart Card Readers 所有供应商的数据处理都采用安全的访问程序，包括智能卡读卡器。
		Surveillance facilities - Alarm system and camera recording of access. 监控设施——报警系统和摄像机记录出入情况。	All Provider data processing employ secure access processes, including Surveillance facilities. 所有供应商的数据处理都采用安全的访问程序，包括监控设施。
		Availability of Security staff, gatekeeper. 安全人员、门卫的可用性。	All Provider data processing employ secure access processes, including on-site security personnel. 所有供应商的数据处理都采用安全的访问程序，包括现场安全人员。
		Employee identification badges/visibility of such. 员工身份徽章 / 类似可视的标识。	All Provider data processing employ secure access processes, including provisioning and checking of employee identification badges. 所有供应商的数据处理都采用安全的访问程序，包括提供和检查员工身份徽章。

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Control type 控制类型	Purpose 目的	Measures 措施	Description of the respective solution 相应解决方法的描述
		Control or monitor personnel (including third parties) who access secure areas. 控制或监控访问安全区域的人员（包括第三方）。	All Provider data processing employ secure access processes, including control over who access secure areas. 所有供应商的数据处理都采用安全的访问程序，包括控制访问安全区域的人员。
		Physical hardware protection (e.g. door locking, lockable racks etc.). 物理硬件保护（例如门锁、带锁的架子等）。	All Provider data processing employ secure access processes, including physical hardware protection. 所有供应商的数据处理都采用安全的访问程序，包括物理硬件保护
		Visual visitor control and guest lists at desk officer. 前台的可视化访客控制和宾客名单。	All Provider data processing employ secure access processes, including established visitor processes. 所有供应商的数据处理都采用安全的访问程序，包括确定的访客程序。
Insight Control 洞察控制	Prevention of use of data processing equipment by unauthorized persons by identification of use and control of authorization. 通过确认使用和控制授权，防止未经授权的人使用数据处理设备。	Implementation of a central identity management system. 实施中央身份管理系统。	The Provider leverages active directory as a central identity management system. 供应商用活动目录作为中央身份管理系统。
		Implementation of an enhanced user identification process (e.g. hardware token, biometric, etc.). 实施强化的用户识别程序（如硬件令牌、生物识别等）。	Two factors of authentication are required to access the Provider internal network – valid username/password combination and valid device certificate. 访问供应商内部网络需要2FA认证——有效的用

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Control type 控制类型	Purpose 目的	Measures 措施	Description of the respective solution 相应解决方法的描述
			用户名/密码组合和有效的设备证书。
		<p>Password procedures including frequency of their modification (e.g. length and complexity of password requirements, etc.).</p> <p>密码程序，包括其修改频率（例如，密码的长度和复杂性要求等）。</p>	<p>The Provider employs a strong password policy including password strength, complexity, and aging requirements</p> <p>供应商采用严格的密码政策，包括密码强度、复杂性和密码过期要求。</p>
		<p>Automatic blocking or timeout of workstation and/or User ID after incorrect access attempts.</p> <p>在错误的访问尝试后，自动阻断或暂停工作站和/或用户ID。</p>	<p>The Provider locks user IDs after five unsuccessful logon attempts.</p> <p>登录五次不成功，供应商会锁定用户ID。</p>
Access Control 访问控制	<p>Supplement to insight control; prevention of access of unauthorized persons to data to which they do not have access authorization.</p> <p>对洞察控制的补充；防止未经授权的人访问他们没有访问权限的数据。</p>	<p>Differentiated access rights (profiles, roles, transactions and objects) to data and programs.</p> <p>差异化的数据和程序访问权（文件、角色、交易和对象）。</p>	<p>The Provider employs, 'least privilege' for access to systems and data and elevated access rights are provided via a secondary account.</p> <p>供应商对系统和数据的访问采用“最小特权”，并通过二级账户提供高等级访问权限。</p>
		<p>Identification of accessing persons (e.g. no multi-user-accounts).</p> <p>识别访问人员（例如，没有多用户账户）。</p>	<p>Unique user accounts are enforced and shared accounts are not permitted.</p> <p>强制使用唯一的用户账户，不允许共享账户。</p>
		<p>Provide an enhanced user authentication process for remote system access from the Internet (e.g. 2-factor auth. using hardware token, etc.).</p>	<p>Two factors of authentication are required to access the Provider internal network -- valid username/password combination and valid device certificate.</p>

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Control type 控制类型	Purpose 目的	Measures 措施	Description of the respective solution 相应解决方法的描述
		为来自互联网的远程系统访问提供增强的用户认证程序（例如，使用硬件令牌牌的2FA认证等）。	访问供应商内部网络需要两个认证因素——有效的用户名/密码组合和有效的设备证书。
		Implement a concept for monitoring of information security and data protection. 采用监测信息安全和数据保护的概念。	Security event data sent to a centralized logging system for analysis and reporting. 安全事件数据被发送至中心化的日志系统进行分析 and 报告。
		Automatic log-off in case of inactivity after defined time periods. 一定时间不活跃后，自动退出。	Password-protected screen saver enabled after 15 minutes of inactivity. 不活跃15分钟后，启用密码保护的屏幕保护程序。
		Access to backup data and media is restricted. 备份数据和媒介的访问受到限制。	Access to network backups restricted to authorized personnel only. 对网络备份的访问仅限于授权人员。
Transfer Control 传输控制	Transfer of personal data and confidential business information via secure communication channels 通过安全通信渠道传输个人数据和保密商业信息。	Sending of email to external recipients only in encrypted form (PGP, TLS, etc.). 仅以加密的形式（PGP、TLS等）向外部收件人发送电子邮件。	Opportunistic TLS enabled to email gateway. 电子邮件网关启用机会性加密TLS。
		Use of digital signatures. 使用电子签名。	Digital signatures employed. 采用电子签名。
		Careful and regulated handling of portable storage media such as USB sticks, external hard drives, SD memory cards (e.g. encryption, storage in locked cabinets, etc.). 谨慎和规范地处理U盘、外置硬盘、SD存储卡等便携式存储介质（例如，加	USB-write restrictions in-place in the Provider. Only authorized users may write to portable devices and only approved portable devices (e.g. one containing encryption) may be used. 供应商的USB写入限制已经到位。只有经授权

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Control type 控制类型	Purpose 目的	Measures 措施	Description of the respective solution 相应解决方法的描述
		密、储存在上锁的柜子里等）。	的用户可以写入便携式设备，并且只能使用经批准的便携式设备（例如，含有加密措施的设备）。
		Industry standard encryption of personal and confidential data when transferred through the internet (e.g. SFTP, https, VPN). 在通过互联网传输个人和保密数据时，采用行业标准的加密方式（如SFTP、https、VPN）。	The Provider required industry-standard encryption to be in place to protect all data exchanges over an unsecure network. 供应商要求采用行业标准的加密措施，防止在不安全的网络上进行的所有数据交换。
		Ensuring the establishment of an audit trail to document the transfer of personal and/or confidential data. 确保建立审计跟踪，记录个人和/或保密数据的传输。	Records must be kept of data exchanges with third-parties. 必须保留与第三方的数据交换记录。
Input Control 输入控制	Traceability of new entries, modifications or deletions of personal data and confidential information (Audit Trail) 个人数据和机密信息的新输入、修改或删除（审计追踪）。	Ensuring the establishment of an audit trail to document whether and by whom personal data have been entered into, modified in, or removed from personal data processing systems (entry control). 确保建立审计跟踪，记录个人数据是否被输入、修改或从个人数据处理系统中删除，以及由谁来完成（输入控制）。	The Provider application has immutable audit-trail implemented according to industry standard. 供应商的应用程序具有依据行业标准实施的、不可变的审计跟踪。
			The Provider security events are logged and monitored using a SIEM system. 使用SIEM系统对供应商的安全事件进行记录和监控。
		Protect log files against unauthorized use and modification. 保护日志文件，防止未经授权的使用和修改。	Log files sent to centralized log collection server for analysis and storage. Access to centralized log collection server

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Control type 控制类型	Purpose 目的	Measures 措施	Description of the respective solution 相应解决方法的描述
			restricted to authorized personnel only. 日志文件被发送至中心化的日志收集服务器进行分析和存储。仅限授权人员访问中心化的日志收集服务器。
		Implementation of a workflow to process sensitive data. 采用处理敏感数据的工作流程。	The Provider has established change control and separation of duties processes in-place to protect sensitive data from unauthorized changes. 供应商已经建立了变更控制和职责分离程序，保护敏感数据，防止未经授权的更改。
Order Control 订单控制	Securing of transparency of actions of external contractors 确保外部承包商的行为透明度。	Existence of formalized working instructions/procedures and appropriate training of employees and contractors. 员工和承包商获得正式的工作指示/程序以及适当培训。	Global information security awareness program deployed in the Provider and is mandatory for all employees and contractors. 供应商实施全球信息安全意识计划，这是所有员工和承包商的必修课。
		Employees and contractors signed a written declaration to maintain confidentiality in accordance with the data protection law. 员工和承包商签署了一份书面声明，根据数据保护法进行保密。	Employees/contractors must sign appropriate confidentiality agreements before granted access to the Provider network/ data assets. 在获准访问供应商的网络/数据资产之前，员工/承包商必须签署适当的保密协议。
Availability Control 可用性控制	Prevention of loss of personal data and other confidential information as well as the possibility for a reconstruction of data in	Existence of tested and documented back-up and recovery concept. 具备经过测试和记录的备份和恢复概念。	Provider employs a network backup strategy of nightly, weekly, and monthly backups. Recovery

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Control type 控制类型	Purpose 目的	Measures 措施	Description of the respective solution 相应解决方法的描述
	case of loss with reasonable technical and organizational effort 防止个人数据和其他保密信息丢失，以及在丢失情况下通过合理的技术和组织措施恢复数据的可能性。		efforts tested on a regular basis. 供应商采用每晚、每周和每月备份的网络备份策略。定期测试恢复措施。
		Provide uninterruptible power supply (UPS). 提供不间断电源 (UPS)。	The Provider data centers contain robust power and HVAC controls included UPSes. 供应商的数据中心包含强大的电源和HVAC控制，包括多个UPS
		Provide Air conditioning in server rooms. 在服务器机房提供空调。	The Provider data centers contain robust power and HVAC controls including computer room air conditioning units (CRAC). 供应商的数据中心包含强大的电源和HVAC控制，包括机房空调单位 (CRAC)。
		Server rooms protected against fire, water and other physical damage. 服务器机房防止火灾、水灾和其他物理损坏。	The Provider data centers contain robust power and HVAC controls including protections from fire, water, and other physical damage. 供应商的数据中心包含强大的电源和HVAC控制，包括防止火灾、水灾和其他物理损坏。
		Other measures. 其他措施。	The Provider backs up data every 5 minutes using a geo-redundant backup solution. 供应商利用异地备份解决方案，每五分钟备份一次数据。 The Provider backups are transferred to a

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Control type 控制类型	Purpose 目的	Measures 措施	Description of the respective solution 相应解决方法的描述
			third location every 24 hours. 供应商的备份每24小时转移到第三个地点。 The Provider performs restoration tests every 24 hours. 供应商每24小时进行一次恢复测试。
Principle of adherence to intended purpose of data processing 符合数据处理的预期目的的原则	Securing of exclusive use of personal data for the purpose for which it has originally been collected, separation of data collected for different purposes 确保个人数据只用于最初收集的目的，为不同目的分离收集的数据。	Logical tenant separation (software-based). 租户逻辑分离（基于软件）。	The Provider employs both logical and physical data segregation solutions. 供应商采用逻辑和物理数据隔离方案。
		Separation of production and test system. 生产和测试系统分离。	The Provider employs DEV, TEST, UAT, and PROD environments. 供应商采用DEV、TEST、UAT和PROD环境。
		Roles and authorizations concept: administrator, reviser, user, etc. 角色和授权概念：管理员、修订者、用户等。	Access to systems and data based on job role and need. Minimum amount of access needed to complete task is provided. 根据工作角色和需要访问系统和数据。提供完成任务所需的最低数量的权限。
	Securing data minimisation, data quality and secure and relevant data retention and erasure 确保数据最小化、数据质量、安全和相关的数据保留和删除。	Measures for ensuring data minimisation. 确保数据最小化的措施。	The Provider application supports and promotes structured data collection according to a study protocol. 供应商应用程序根据研究方案支持并促进结构化的数据收集。
Measures for ensuring data quality. 确保数据质量的措施。		The Provider application supports and promotes both manual and automated data quality review.	

Appendix 4 – Data Processing Agreement - CN

附录 4 - 数据处理协议 – 中国

Control type 控制类型	Purpose 目的	Measures 措施	Description of the respective solution 相应解决方法的描述
			供应商应用程序支持并促进人工和自动化的数据质量检查。
		Measures for ensuring limited data retention. 确保有限数据保留的措施。	The Provider application has self-service data-decommissioning features. 供应商应用程序具备自助数据退役功能。
			Measures for ensuring accountability. 确保问责的措施。
		Measures for allowing data portability and ensuring erasure. 允许数据可携带和确保删除的措施。	The Provider application supports full data download in industry standard format (CDISC ODM) as well as generic formats (Excel, CSV, PDF). 供应商应用程序支持以行业标准格式（CDISC ODM）以及通用格式（Excel、CSV、PDF）下载全部数据。 The Provider application has self-service user removal features. 供应商应用程序具有自助用户删除功能。
Other Technical and Organizational Measures 其他技术和组织措施	Securing personal information in general and during transfer to third party country without an adequacy decision outside of the EU 在一般情况下，以及在在没有充分性决定的情况下向欧盟以外的第三方国家传输的过	Encryption of data in transit (i.e. transport encryption) using TLS 1.2 and AES 256-bit. 使用TLS 1.2和AES 256位对传输中的数据进行加密（即传输加密）。	The Provider employs industry standard transfer mechanism of encrypted data for all transfers of personally identifiable information. 供应商采用行业标准的加密数据传输机制，传输所有可识别个人身份的信息传输。
	Encryption of data at rest using 256-bit AES keys (CBC mode, PKCS5)		

Appendix 4 – Data Processing Agreement - CN

附录 4 - 数据处理协议 – 中国

Control type 控制类型	Purpose 目的	Measures 措施	Description of the respective solution 相应解决方法的描述
	程中，确保个人信息的安全。	padding, and random initialization vector). 使用 256 位 AES 密钥（CBC 模式、PKCS5 填充和随机初始化向量）对静态数据进行加密。	
		Secure implementation of encryption, using tenant key management per platform with regular rotation. 确保实施加密，每个平台使用租户密钥管理，定期轮换。	
		Role-based restriction of access to personally identifiable information in relevant systems. 基于角色限制访问相关系统中的可识别个人身份的信息。	
	Measures of pseudonymization of Study Subjects. 研究主体的假名化措施。	The Customer pseudonymizes the Study Subjects using subject identification codes as customary in clinical trials. 客户按照临床试验的惯例，使用受试者识别代码对研究主体进行假名化处理。	-
	Measures for ensuring ongoing confidentiality, integrity, availability and resilience of processing systems and services. 确保处理系统和服务的持续保密性、完整性、可用性和复原力的措施。	The Provider has an Information Security Management System implemented which is certified according to ISO 27001. 供应商已实施信息安全管理系统，并通过ISO 27001认证。	-

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附录 4 - 数据处理协议 – 中国

Control type 控制类型	Purpose 目的	Measures 措施	Description of the respective solution 相应解决方法的描述
	<p>Processes for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures in order to ensure the security of the processing.</p> <p>定期测试、评估和评价技术和组织措施的有效性的程序，确保处理的安全性。</p>	<p>The Provider have implemented series of reviews, scans, evaluations to ensure this.</p> <p>供应商已经实施了一系列的审查、扫描和评估，确保安全。</p>	<p>The Provider has monthly access reviews implemented.</p> <p>供应商每月实施访问审查。</p> <p>The Provider performs monthly security vulnerability scans.</p> <p>供应商每月进行安全漏洞扫描。</p> <p>The Provider performs monthly encryption-in-transit vulnerability evaluations.</p> <p>供应商每月进行传输中加密漏洞评估。</p> <p>The Provider has implemented annual penetration tests by a third party.</p> <p>供应商每年通过第三方进行渗透测试。</p> <p>The Provider has implemented quarterly management review meetings.</p> <p>供应商每季度召开管理审查会议。</p>
	<p>Measures for ensuring system configuration, including default configuration.</p> <p>确保系统配置的措施，包括默认配置。</p>	<p>The Provider hardens and validates all system configurations.</p> <p>供应商加固和验证所有系统配置。</p>	<p>Policies and SOPs describing relevant processes.</p> <p>描述相关流程的政策和标准操作程序（SOP）。</p>
	<p>Measures for internal IT and IT security governance and management.</p> <p>内部信息安全和信息安全治理和管理措施。</p>	<p>The Provider have implemented technical and organizational firewalls between Development and IT Operations.</p> <p>供应商已经在开发和IT运营部门之间采用了技术和组织防火墙。</p>	<p>The Provider employs strict separation between development and production operations departments, with documented handovers.</p> <p>供应商在开发和生产运营部门之间采取了严格的分离，并记录交接。</p>

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附录 4 - 数据处理协议 – 中国

Control type 控制类型	Purpose 目的	Measures 措施	Description of the respective solution 相应解决方法的描述
	Measures for certification/assurance of processes and products. 流程和产品的认证/保证措施。	Provider has a Quality and Management System (“QMS”) implemented. 供应商已实施质量管理体系（QMS）。	<p>Within the QMS, the Provider have implemented change management procedures. 在质量管理体系中，供应商已经实施了变更管理程序。</p> <p>Each Provider application updated is reviewed by QA department. 供应商应用程序的每一次更新都由质量管理部门进行审查。</p> <p>Risk Assessment is performed regularly including identification of gaps and mitigations. 定期进行风险评估，包括确定差距和缓解措施。</p> <p>Process for having available up-to-date policies and operational procedures. 为拥有可行的最新政策和操作程序而处理。</p> <p>Internal training of all employees, at onboarding and regular refreshers. 对所有员工进行入职和定期复习的内部培训。</p> <p>Continuous internal quality reviews and internal audits. 持续的内部质量审查和内部审计。</p> <p>Due diligence in vendor selection. 选择供应商时的尽职调查。</p>

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附录 4 - 数据处理协议 – 中国

SCHEDULE B TO APPENDIX 4 附录 4-附录 B

VEDOC RECORDS OF PROCESSING ACTIVITIES AND SUB-ENTRUSTED PARTY LIST

Viedoc 处理活动记录和转受托方清单

Viedoc	Viedoc Instance Viedoc 服务器	Data location 数据位置	Function(s) / categories of processing performed 已执行功能/处理类别	ISO 27001	Supplemental measures 补充措施	Data categories 数据类别	Retention period 保留期限	Contact Information 联系信息
VEDOC TECHNOLOGIES	ALL 全部	ALL 全部	VEDOC RESPONSIBLE FOR ALL SUB-ENTRUSTED PARTY FUNCTIONS LISTED BELOW VIEDOC 负责下列所有转受托方职能	YES 是	AS PER SCHEDULE A 参见附录 A	AS PER SCHEDULE A 参见附录 A	PER BELOW 如下所示	dpo@viedoc.com 或 clso@viedoc.com 或 dpo@viedoc.com 或 clso@viedoc.com

Sub-entrusted Party 转受托方	Viedoc Instance Viedoc 服务器	Data location 数据位置	Function(s) / categories of processing performed 已执行功能/处理类别	ISO 27001	Supplemental measures 补充措施	Data categories 数据类别	Retention period 保留期限	Contact Information 联系信息
Microsoft Azure China operated by 21Vianet Microsoft Azure 中国版, 由世纪互联运营	China 中国	China 中国	Infrastructure services 基础设施	Yes 是	Encryption at rest, Encryption in transit, 2FA 静止状态加密、传输中加密、2FA	All 全部	Managed by Viedoc 由 Viedoc 管理	Link , 21ViaNet, 12-13F, Building 6, No.6, Jiuxianqiao Road, Beijing Electronics Zone, Chaoyang District, Beijing, P.R. China, 100015 链接 , 中国北京市朝阳区电子城酒仙桥路 6 号 6 号楼 12-13 楼世纪互联, 邮编 100015
AliYun 阿里云	China 中国	China 中国	Storage of encrypted backups without	Yes 是	Encryption at rest, Encryption in transit, 2FA	All 全部	Backup storage: Managed by Viedoc,	Link 链接

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Sub-entrusted Party 转受托方	Viedoc Instance Viedoc 服务器	Data location 数据位置	Function(s) / categories of processing performed 已执行功能/处理类别	ISO 27001	Supplemental measures 补充措施	Data categories 数据类别	Retention period 保留期限	Contact Information 联系信息
			decryption keys, Email & SMS delivery 存储加密备份, 无需解密密钥, 电子邮件和短信发送		静止状态加密、传输中加密、2FA		Email & SMS: 30 days 备份存储: 由 Viedoc 管理; 电子邮件和短信: 30 天	
Amazon Web Services (AWS) operated by NWCD 亚马逊云服务 (AWS) , 由西云数据 (NWCD) 运营	China 中国	China 中国	Storage of encrypted backups without decryption keys 存储加密备份, 无需解密密钥	Yes 是	Encryption at rest, Encryption in transit, 2FA 静止状态加密、传输中加密、2FA	All 全部	Managed by Viedoc 由 Viedoc 管理	Link , Ningxia Western Cloud Data Technology Co., Ltd., Room 201, Building A, Zhongguancun Park, Zhongwei Campus of Ningxia University, Shapotou District, Zhongwei City, P.R. China, 755000 链接 , 中国中卫市沙坡头区宁夏大学中卫校区中关村园 A 座 201 宁夏西云数据科技有限公司, 邮编 755000
Microsoft Azure Global	Europe 欧洲	EU (France) 欧盟 (法国)	Infrastructure services 基础设施	Yes 是	Encryption at rest, Encryption in transit, 2FA 静止状态加密、传输中加密、2FA	All 全部	Managed by Viedoc 由 Viedoc 管理	Link , Microsoft EU Data Protection Officer, One Microsoft Place, South County Business Park, Leopardstown, Dublin 18, D18 P521, Ireland 链接 , 爱尔兰都柏林 Leopardstown 18, D18 P521, 南郡商业园, 微软广场一号, 微软欧盟数据保护官

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附录 4 - 数据处理协议 – 中国

Sub-entrusted Party 转受托方	Viedoc Instance Viedoc 服务器	Data location 数据位置	Function(s) / categories of processing performed 已执行功能/处理类别	ISO 27001	Supplemental measures 补充措施	Data categories 数据类别	Retention period 保留期限	Contact Information 联系信息
OVH Cloud	Europe 欧洲	EU (France) 欧盟（法国）	Privacy data split-processing 隐私数据拆分处理	Yes 是	Encryption in transit, 2FA 传输中加密、2FA	Email address, phone number & message content 电子邮件地址、电话号码和信息内容	No storage 不存储	Link , OVH SAS, Data Protection Officer, 2 rue Kellermann, 59100 Roubaix, France 链接 , 法国 Roubaix, 2 rue Kellermann (邮编 59100), OVH SAS 数据保护官
Amazon Web Services	Europe 欧洲	EU (Luxembourg, Ireland) 欧盟（卢森堡、爱尔兰）	Storage of encrypted backups without decryption keys, Email & SMS delivery, Video/audio stream 存储加密备份，无需解密密钥，电子邮件和短信发送、视频/音频流	Yes 是	Encryption at rest, Encryption in transit, 2FA 静止状态加密、传输中加密、2FA	All 全部	Backup storage: Managed by Viedoc, Email & SMS: 35 days, 备份存储：由 Viedoc 管理；电子邮件和短信：35 天； Video/audio stream meta-data: No storage 视频/音频流元数据：不存储	Link , Amazon Web Services EMEA SARL, 38 avenue John F. Kennedy, L-1855 Luxembourg 链接 , 卢森堡 John F. Kennedy 大街 38 号, L-1855, 亚马逊网络服务欧洲、中东和非洲有限公司
MailJet	Europe 欧洲	EU (France, Germany, Belgium) 欧盟（法国、德国、比利时）	Email & SMS delivery 电子邮件和短信发送	Yes 是	Encryption in transit 传输中加密	Email address, phone number & message content 电子邮件地址、电话号码和信息内容	6 days 6 天	Link , MailJet, 37B Rue Du Sentier, Paris, Ile-de-France, 75002, France 链接 , 法国 法兰西岛巴黎, 37B Rue Du Sentier (邮编 75002), MailJet
Elastic Email	Europe 欧洲	EU (France) 欧盟（法国）	Email & SMS delivery 电子邮件和短信发送	No 否	Encryption in transit, 2FA 传输中加密、2FA	Email address, phone number & message contents 电子邮件地址、电话号码和信息内容	35 days 35 天	Link , Elastic Email, Attn: Privacy Officer, Unit 107, 1208 Wharf Street, Victoria, BC V8W 3B9, Canada

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附录 4 - 数据处理协议 – 中国

Sub-entrusted Party 转受托方	Viedoc Instance Viedoc 服务器	Data location 数据位置	Function(s) / categories of processing performed 已执行功能/处理类别	ISO 27001	Supplemental measures 补充措施	Data categories 数据类别	Retention period 保留期限	Contact Information 联系信息
								链接 , 加拿大维多利亚市码头街 1208 号 107 单元, BC V8W 3B9, Elastic Email, 收件人: 隐私官
SMS Teknik	Europe 欧洲	EU (Sweden) 欧盟 (瑞典)	SMS delivery 短信发送	No 否	Encryption in transit, 2FA 传输中加密、2FA	Phone number & message contents 电话号码和信息内容	90 days 90 天	Link , SMS Teknik, Uddarne Industriväg 6, 45535 Munkedal, Sweden 链接 , 瑞典蒙克达尔市 Uddarne Industriväg 6 (邮编 45535), SMS Teknik
WhereBy	Europe 欧洲	EU (Luxembourg, Ireland) 欧盟 (卢森堡、爱尔兰)	Video/audio stream/UI 视频/音频流/UI	No 否	Encryption in transit, 2FA 传输中加密、2FA	Video/audio stream meta-data 视频/音频流元数据	No storage 不存储	Link , Whereby AS, Gate 1 no. 107, 6700 Måløy, Norway 链接 , 挪威马洛伊市 107 号 1 号门 (邮编 6700), Whereby AS
Microsoft Azure Global	Japan 日本	Japan 日本	Infrastructure services 基础设施	Yes 是	Encryption at rest, Encryption in transit, 2FA 静止状态加密、传输中加密、2FA	All 全部	Managed by Viedoc 由 Viedoc 管理	Link , Microsoft EU Data Protection Officer, One Microsoft Place, South County Business Park, Leopardstown, Dublin 18, D18 P521, Ireland 链接 , 爱尔兰都柏林 Leopardstown 18, D18 P521, 南郡商业园, 微软广场一号, 微软欧盟数据保护官
Amazon Web Services	Japan 日本	Japan, EU (Luxembourg, Ireland)	Storage of encrypted backups without	Yes 是	Encryption at rest, Encryption in transit, 2FA	All 全部	Backup storage: Managed by Viedoc, Email &	Link , Amazon Web Services EMEA SARL, 38 avenue John F.

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Sub-entrusted Party 转受托方	Viedoc Instance Viedoc 服务器	Data location 数据位置	Function(s) / categories of processing performed 已执行功能/处理类别	ISO 27001	Supplemental measures 补充措施	Data categories 数据类别	Retention period 保留期限	Contact Information 联系信息
		日本, 欧盟 (卢森堡、爱尔兰)	decryption keys, Privacy data split-processing, Email & SMS delivery, video/audio streams 存储加密备份, 无需解密密钥, 隐私数据拆分处理, 电子邮件和短信发送, 视频/音频流		静止状态加密、传输中加密、2FA		SMS: 35 days, 备份存储: 由 Viedoc 管理; 电子邮件和短信: 35 天; Video/audio stream meta-data: No storage 视频/音频流元数据: 不存储	Kennedy, L-1855 Luxembourg 链接 , 卢森堡 John F. Kennedy 大街 38 号, L-1855, 亚马逊网络服务欧洲、中东和非洲有限公司
HENNGE	Japan 日本	Japan 日本	Email delivery 邮件发送	Yes 是	Encryption in transit, 2FA 传输中加密、2FA	Email address & message content 电子邮件地址和信息内容	40 days 40 天	Link , HENNGE 株式会社, 個人情報管理担当宛て, 〒150-0036, 東京都渋谷区南平台町 16 番 28 号 Daiwa 渋谷スクエア 链接 , 日本东京涩谷区南平台町 16-28 大和涩谷广场 (邮编 150-0036), 恒基有限公司, 个人数据管理负责人
Elastic Email	Japan 日本	EU (France) 欧盟 (法国)	Email & SMS delivery 电子邮件和短信发送	No 否	Encryption in transit, 2FA 传输中加密、2FA	Email address, phone number & message contents 电子邮件地址、电话号码和信息内容	35 days 35 天	Link , Elastic Email, Attn: Privacy Officer, Unit 107, 1208 Wharf Street, Victoria, BC V8W 3B9, Canada 链接 , 加拿大维多利亚市码头街 1208 号 107 单元, BC V8W 3B9, Elastic Email, 收件人: 隐私官
SMS Teknik	Japan 日本	EU (Sweden) 欧盟 (瑞典)	SMS delivery 短信发送	No 否	Encryption in transit, 2FA 传输中加密、2FA	Phone number & message contents	90 days 90 天	Link , SMS Teknik, Uddarne Industriväg 6, 45535

Viedoc Technologies AB

Stationsgatan 23, SE – 75340

Uppsala, Sweden

瑞典乌普萨拉 Stationsgatan 街道 23 号, 邮编 75340

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Sub-entrusted Party 转受托方	Viedoc Instance Viedoc 服务器	Data location 数据位置	Function(s) / categories of processing performed 已执行功能/处理类别	ISO 27001	Supplemental measures 补充措施	Data categories 数据类别	Retention period 保留期限	Contact Information 联系信息
						电话号码和信息内容		Munkedal, Sweden 链接 , 瑞典蒙克达尔市 Uddarne Industriväg 6 (邮编 45535), SMS Teknik
WhereBy	Japan 日本	EU (Luxembourg, Ireland) 欧盟 (卢森堡、爱尔兰)	Video/audio stream and UI 视频/音频流/UI	No 否	Encryption in transit, 2FA 传输中加密、2FA	Video/audio streams 视频/音频流	No storage 不存储	Link , Whereby AS, Gate 1 no. 107, 6700 Måløy, Norway 链接 , 挪威马洛伊市 107 号门 (邮编 6700), Whereby AS
Microsoft Azure Global	US 美国	US (Iowa, Virginia) 美国 (爱荷华州、弗吉尼亚州)	Infrastructure services, SMS 基础设施, 短信	Yes 是	Encryption at rest, Encryption in transit, 2FA 静止状态加密、传输中加密、2FA	All 全部	Managed by Viedoc 由 Viedoc 管理	Link , Microsoft EU Data Protection Officer, One Microsoft Place, South County Business Park, Leopardstown, Dublin 18, D18 P521, Ireland 链接 , 爱尔兰都柏林 Leopardstown 18, D18 P521, 南郡商业园, 微软广场一号, 微软欧盟数据保护官
Amazon Web Services	US 美国	US (Virginia) 美国 (弗吉尼亚州)	Storage of encrypted backups without decryption keys, Email & SMS delivery, Video/audio stream 存储加密备份, 无需解密密钥, 电子邮件和短信发送, 视频/音频流	Yes 是	Encryption at rest, Encryption in transit, 2FA 静止状态加密、传输中加密、2FA	All 全部	Backup storage: Managed by Viedoc, Email & SMS: 35 days, 备份存储: 由 Viedoc 管理; 电子邮件和短信: 35 天; Video/audio stream meta-data: No storage	Link , Amazon Web Services EMEA SARL, 38 avenue John F. Kennedy, L-1855 Luxembourg 链接 , 卢森堡 John F. Kennedy 大街 38 号, L-1855, 亚马逊网络服务欧洲、中东和非洲有限公司

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Sub-entrusted Party 转受托方	Viedoc Instance Viedoc 服务器	Data location 数据位置	Function(s) / categories of processing performed 已执行功能/处理类别	ISO 27001	Supplemental measures 补充措施	Data categories 数据类别	Retention period 保留期限	Contact Information 联系信息
							视频/音频流元数据：不存储	
MailJet	US 美国	EU (France, Germany, Belgium) 欧盟（法国、德国、比利时）	Email & SMS delivery 电子邮件和短信发送	Yes 是	Encryption in transit 传输中加密	Email address, phone number & message content 电子邮件地址、电话号码和信息内容	6 days 6 天	Link , MailJet, 37B Rue Du Sentier, Paris, Ile-de-France, 75002, France 链接 , 法国法兰西岛巴黎, 37B Rue Du Sentier（邮编 75002），MailJet
Elastic Email	US 美国	EU (France) 欧盟（法国）	Email & SMS delivery 电子邮件和短信发送	No 否	Encryption in transit, 2FA 传输中加密、2FA	Email address, phone number & message contents 电子邮件地址、电话号码和信息内容	35 days 35 天	Link , Elastic Email, Attn: Privacy Officer, Unit 107, 1208 Wharf Street, Victoria, BC V8W 3B9, Canada 链接 , 加拿大维多利亚市码头街 1208 号 107 单元, BC V8W 3B9, Elastic Email, 收件人: 隐私官
SMS Teknik	US 美国	EU (Sweden) 欧盟（瑞典）	SMS delivery 短信发送	No 否	Encryption in transit, 2FA 传输中加密、2FA	Phone number & message contents 电话号码和信息内容	90 days 90 天	Link , SMS Teknik, Uddarne Industriväg 6, 45535 Munkedal, Sweden 链接 , 瑞典蒙克达尔市 Uddarne Industriväg 6（邮编 45535），SMS Teknik
WhereBy	US 美国	EU (Luxembourg, Ireland) 欧盟（卢森堡、爱尔兰）	Video/audio stream/UI 视频/音频流/UI	No 否	Encryption in transit, 2FA 传输中加密、2FA	Video/audio stream meta-data 视频/音频流元数据	No storage 不存储	Link , Whereby AS, Gate 1 no. 107, 6700 Måley, Norway 链接 , 挪威马洛伊市 107 号门（邮编 6700），Whereby AS