

**Data Processing Agreement (DPA) between the owner of a DeepBox account ("Customer") und DeepCloud AG, Abacus-Platz 1, CH-9300 Wittenbach ("Contractor").
Referred to individually as 'party' or collectively as 'parties'.**

1. Preamble

- (1) The Customer commissions the Contractor to perform tasks for processing of personal data ("Data") within the meaning of data protection provisions. The Contractor can be a data processor or a further data processor within the meaning of data protection law. Such tasks take place for the fulfilment of contracts such as for Software as a Service (SaaS), services, support, maintenance work or other tasks in which the Contractor receives access to Data, is provided with it or can take note of it.
- (2) In order to comply with the legal requirements, this Agreement applies to all activities in connection with contracts concluded between the Parties in which employees of the Contractor or persons authorised by the contractor process Data of the Customer. It also applies to future contracts between the Parties that provide for commissioned data processing, which the Parties conclude with each other.

2. Subject Matter of the Agreement

- (1) The subject matter, nature and purpose of this Agreement, to which reference is made here, arise from the contracts concluded, which may include commissioned data processing. These contracts may contain special provisions that supplement and/or modify this Agreement and take precedence over this Agreement.
- (2) The commissioned data processing is performed by the contractor in Switzerland and by commissioning additional processors at the locations specified in the list of additional processors. The list of additional processors, which is part of this Agreement as an appendix, applies. The Customer hereby declares its consent to their assignment.
- (3) Further commissioned data processing (including partial work) is only transferred to other third countries if the special data protection requirements are met (e.g. adequacy decision, standard data protection clauses or another suitable guarantee for data transfer). The Customer is responsible for ensuring that the necessary legal basis for lawful data processing on behalf of the client and for data processing outside the country in which the Customer has its registered office is in place.
- (4) In the event that the Customer is subject to any confidentiality obligation (such as in the case of manufacturing or business secrets, professional, banking or official secrets), the Customer must ensure that unauthorised disclosure does not occur as a result of the commissioned processing. If the Customer is subject to a legal or professional duty of confidentiality (such as professional, banking or official secrets) and the contractor receives access to information that is subject to this duty of confidentiality, the contractor is involved as an auxiliary person to whom such information is disclosed and who is thus also subject to this duty of confidentiality. The Contractor undertakes to observe the resulting confidentiality requirements at all times and acknowledges that, as an auxiliary person engaged, a breach of its obligations may lead to consequences under criminal law.

3. Term of the Agreement

- (1) The term of this Agreement shall be governed by the term of the contracts having as their object data processing insofar as no additional obligations or termination rights result from the provisions of this Agreement.
- (2) The Parties can terminate this Agreement by complying with a notice period of 4 weeks in the event of a serious violation of data protection regulations or of the provisions of this Agreement. In the case of simple - i.e. neither wilful nor grossly negligent - breaches, one party shall set the other a reasonable deadline within which to remedy the breach.

4. Nature and Purpose of the Processing, Nature of the Data, as well as Categories of Data Subjects

- (1) The activities of the Contractor shall include services as described in the contracts concluded between the Parties and which are possible for commissioned data processing.

The activities of the Contractor may comprise the following:

- Hosting of the SaaS solution (incl. modules, software solutions and Data)
- Installation and testing of software
- Remedial actions to services provided
- Maintenance, installation, and testing of hotfixes, service packs, and new software versions
- Activities in the context of support
- Access to/processing of Data

The following types of processing are possible:

- collection, recording, organisation, or structuring of Data
- storage, adaptation, or alteration of Data
- retrieval, consultation, use, and disclosure of Data by transmission
- dissemination or otherwise making available, alignment or combination of Data
- restriction, erasure or destruction of Data

(2) The types of Data processed as well as the categories of data subjects are derived from the individual scope of the contract and the services to be provided. The following types of Data may be affected:

- Basic personal Data
- Copies and details of identity or identification papers
- Information about professional life such as CV, evaluations, references, further training, certifications, job title, function, events, notes, wages, etc.
- Information about private life such as place of residence, marital status, hobbies, etc.
- Customer information such as login data, user number, user behaviour (initiated by the Customer), usage behaviour
- Communication Data (e.g., telephone, e-mail address)
- Contract master data (contract title, product or contract interest)
- Customer history
- Billing or payment data
- Planning and control data
- Project data
- Reference information (from third parties, e.g., credit reference agencies, data from public directories)
- Technical information such as IP address, device information, etc.
- Any Data that the Customer transfers to the Contractor within the framework of data processing

In addition, special categories of personal data/sensitive personal data may be affected; in each case, Data is classified in accordance with the applicable data protection legislation.

This Data may affect the following categories of data subjects:

- Natural persons such as the Customer, employees of the Customer, applicants, freelancers, employees of (potential) clients, end clients and business clients, subscribers of DeepServices, prospective customers, business partners, suppliers, commercial agents, salespersons, and dealers as well as their respective employees as contact persons
- In the case of legal entities, their natural persons such as their employees, employees of their business partners, contracting partners, service recipients, service providers, or other vicarious agents of (potential) clients, suppliers, salespersons, dealers
- In case of other legal entities, their natural persons such as the employees of public sector entities, in the form of business partners, contracting partners, service recipients, service providers, or other vicarious agents of (potential) clients, suppliers

5. Rights and Authority to Issue Instructions as well as Obligations of the Customer

- (1) The Customer and its clients are solely responsible as data controllers (hereinafter “Data Controllers”) within the meaning of data protection provisions for assessing the permissibility of the processing as well as for safeguarding the rights of the data subjects. The Contractor shall forward all enquiries to the Customer if they are recognisably addressed to the Customer.
- (2) Changes to the object of processing and changes in processes may be coordinated jointly between the Parties and specified in writing or in a documented electronic format.

- (3) The Customer has the right to issue instructions to the Contractor and shall normally issue such instructions in writing or in a documented electronic format. The Customer shall confirm oral instructions without delay in writing or in a documented electronic format. The instructions shall be retained for their period of validity and for at least five full calendar years thereafter. Instructions that are not provided for in the individual contract shall be treated as a request for a change in services and shall be paid for by the Customer accordingly.
- (4) Persons at the Customer entitled to issue instructions and persons at the Contractor receiving instructions shall be specified between the Parties, including the communication channels to be used.
- (5) The Customer shall inform the Contractor without delay when the Customer has discovered breaches in the protection of the Data, errors or irregularities during auditing of the contract performance results, or if such become known to it. The Contractor shall take the necessary measures to secure the Data and to mitigate possible adverse consequences of the persons concerned.
- (6) As the Controller, the Customer guarantees that this Data is processed in a lawful manner (information obligations, legal basis, compliance with data protection principles, etc.) and may continue to be processed by the Customer. The Customer shall be solely responsible for assessing the permissibility of data processing and for preserving the rights of the data subjects.
- (7) In principle, the Customer will pay reasonable compensation based on the time and expense actually incurred for support services from the Contractor that were not caused by misconduct of the Contractor. The Contractor's customary hourly rates will apply.

6. Obligations of the Contractor

- (1) The Contractor processes data within the framework of the agreements made and in accordance with the documented instructions of the Customer.
- (2) The Contractor shall promptly inform the Customer if an instruction given by them obviously violates statutory provisions. The Contractor is entitled to suspend implementation of the corresponding instruction until it is confirmed or amended by the data Controller or by the Customer after review. If the Contractor can demonstrate that processing in accordance with the Customer's instructions may lead to liability on the part of the Contractor, the Contractor shall be free to suspend further processing until the liability between the parties has been clarified.
- (3) No copies or duplicates of the Data shall be created without the Customer's knowledge. This does not apply to backup copies, insofar as they are necessary to ensure proper data processing, as well as Data relating to compliance with existing retention obligations
- (4) The Contractor is not permitted to correct, delete, or limit the processing of Data processed under the Agreement autonomously, but only following documented instruction by the Customer.
- (5) Within its area of responsibility, the Contractor shall design and monitor its internal organisation in such a way that it meets the special requirements of data protection.
- (6) The Contractor shall maintain a list of all categories of processing activities carried out on behalf of the Customer, which shall include all of the information necessary for a record of processing activities.
- (7) The Data is strictly separated from other databases. Physical separation is not absolutely necessary.
- (8) The Contractor shall cooperate to the necessary extent with the Customer in complying with the rights of the data subjects, the security of the processing, reporting of data protection violations, notification of data subjects affected by a violation of the protection, in necessary data protection impact assessments by the Customer as well as in necessary consultations with a supervisory authority, and reasonably support the Customer to the extent possible.
- (9) Processing Data outside of the Contractor's premises, for instance in employees' home offices, is hereby permitted by the Customer. In such cases, the appropriate technical and organisational data security measures are taken.
- (10) The Contractor undertakes to maintain confidentiality at all times while processing the Data under the Agreement. This duty shall continue in effect even after the end of this contractual relationship. It will treat Data confidentially for as long as the contract with the Customer and the applicable law prescribe and will only use it as required for the maintenance or provision of the service.

- (11) Data may not be passed on to third parties unless this is necessary to fulfil the instructions of the Customer, the obligations under the contract, the law or a valid and binding order of a competent state authority (such as a decree). In the event of an order for access to or disclosure of data and before complying with such an order, the Contractor shall (a) if legally permissible, inform the Customer and, if this is not the case, endeavour to obtain the Customer's permission to inform it in order to enable it to challenge such an order, and (b) exhaust reasonable legal remedies itself if such an order is contestable on the basis of deficiencies under the law of the requesting authority, applicable law and any conflicts with applicable law and, to the extent possible, only disclose the data necessary to comply with the order.
- (12) Prior to commencing the processing activities, the Contractor has familiarised their employees with the provisions of data protection relevant for them, and has obligated them in a suitable fashion to maintain confidentiality for the period of their activity as well as after termination of the employment or other relationship.
- (13) A data protection officer has been appointed at the Contractor. The current contact data has been published on the Contractor's website in easily accessible form.

7. Notification Obligations of the Contractor in case of Data Breaches

- (1) When the Contractor becomes aware of a data breach or a breach of data security, the Contractor shall notify this to the Customer orally, in writing or in textual form without undue delay after becoming aware of it.
- (2) The notification to the Customer shall at least:
 - 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;
 - b. describe the measures it has taken or proposes to take to remedy the breach and, where appropriate, measures to mitigate its possible adverse effects.
- (3) Whenever a duty to provide information exists vis-à-vis third parties (such as the data subjects) or another statutory reporting obligation applicable to the Customer (e.g., to a supervisory authority), the Customer or the Data Controller is responsible for complying with such duty.

8. Sub-Processing Relationships with further Data Processors

- (1) Sub-processing relationships include those services that relate directly to providing the main service or portions of the main service as provided for under this Agreement. Purely ancillary services, such as telecommunications, postal, or transport services, cleaning or security services without a specific connection to services that the Contractor provides for the Customer are not included. Preventive maintenance, maintenance, and audit services as well as disposing of data carriers represent such sub-processing relationships insofar as access to or knowledge of the Customer's Data is possible and insofar as they are provided for IT systems that are also used in connection with providing services for the Customer.
- (2) Commissioning further data processors (e.g., addition or replacement) for processing the Customer's Data is hereby generally permitted for the Contractor considering the following provisions in principle. The current list of such further commissioned data processors is available from the Contractor.
- (3) The Contractor shall inform the Customer of any intended changes (e.g. to the location of data processing), the involvement or replacement of replacement processors, whereby the Customer may object to such changes.
- (4) If no objection is raised by the Customer within the reasonable period and communicated by the Contractor, the Customer agrees to the change. If an objection is made within this period, the commissioning of the additional processor is not permitted. In such a case, the Parties shall endeavour to find a solution by mutual consent with respect to the additional data processor. If no such consensual solution can be found, the Parties shall be entitled to extraordinary termination. In emergency situations, the Customer shall respond and, if necessary, raise any objections without delay.
- (5) The Contractor shall ensure that it carefully selects the further data processor.
- (6) Further commissioning in third countries may only take place if the special data protection requirements for this are fulfilled. The Contractor shall ensure this by implementing corresponding measures. If, on the other hand, such transmission of Data is activated by the Customer itself, compliance with the corresponding provisions shall be the sole duty of the Customer.
- (7) The Contractor shall ensure by contract that the agreed upon regulations between them and the Customer will also apply vis-à-vis further data processors. The contract with the further data processor shall be drafted in written or electronic form.

9. Technical and Organisational Measures

- (1) A level of protection appropriate to the risk to the rights and freedoms of the data subjects affected by the processing shall be ensured for the specific data processing. The goals of protection such as confidentiality, integrity, and availability of the systems and services as well as their resilience with regard to the nature, scope, circumstances, and purpose of the processing will be considered in such a way that the risk will be reduced on an ongoing basis, using suitable technical and organisational remedial measures.
- (2) A list of the technical and organisational measures taken by the Contractor is available from the Contractor upon request, which forms part of this agreement as an annex. The measures contained therein represent the appropriate measures implemented by the Contractor to ensure a level of security appropriate to the risks assessed, considering the protection goals and the state of the art.
- (3) As needed as well as at regular intervals, the Contractor will carry out a process to test, assess and evaluate the effectiveness of the measures for processing. The result together with the audit report may be communicated to the Customer upon request. They may be adjusted to technical and organisational developments over the course of the data processing relationship.
- (4) Insofar as the measures taken at the Contractor do not satisfy the Customer's requirements, the Customer shall notify the Contractor immediately.

10. Rights and Claims of the Data Subjects

- (1) The Contractor shall support the Customer to the extent possible with suitable measures in the performance of the Customer's duties with regard to inquiries and claims of the data subjects.
- (2) If a data subject contacts the Contractor with demands for correction, blocking, deletion, or access, the Contractor shall immediately refer the data subject to the Customer insofar as an obvious allocation to the Customer is possible according to the information from the data subject and shall await the Customer's instructions.
- (3) The Contractor shall not be liable if the data subject's request is not responded to, not responded to correctly or not responded to in a timely manner by the Customer or Controller.

11. Monitoring and Reviewing

- (1) The Contractor shall review the internal processes at regular intervals and consents to the Customer being entitled to regularly review compliance with the regulations on data protection and data security to a reasonable and necessary extent, prior to the beginning of processing and during the term of the Agreement.
- (2) The Contractor will cooperate in these reviews and provide support to the extent necessary. The result shall be documented.
- (3) Reviews are carried out during normal business hours without disrupting operations after notification, considering a reasonable lead time. The Contractor may make this dependent on the signing of a non-disclosure agreement. The Customer consents to the appointment of an independent external auditor by the Contractor insofar as the Contractor provides a copy of the audit report upon request of the Customer.
- (4) If a data protection authority or another sovereign supervisory authority carries out a review, the signing of a confidentiality statement is not necessary if this supervisory authority is subject to professional or statutory confidentiality under which a violation is subject to criminal penalties under the Swiss Criminal Code (StGB).
- (5) The Customer and the Contractor shall cooperate upon request with the data protection supervisory authority in the performance of its tasks.

12. Obligations of the Contractor after Termination of the Agreement

- (1) After completion of the contractual work or at any time upon request of the Customer, the Contractor shall deliver all Data and data inventories being in its possession that are related to the contractual relationship to the Customer or delete or destroy them according to data protection principles, or have them destroyed (unless a record-keeping obligation prohibits doing so). The same holds true for back-ups, test and discarded material.
- (2) Upon request of the Customer, the Contractor can provide proof of proper deletion. Documents to be disposed of must be destroyed using a document shredder, and data carriers to be disposed of must be destroyed in accordance with their security classification. The deletion or destruction can be confirmed to the Customer on request, stating the date.
- (3) The Customer has the right to check that the return and deletion of the Data at the Contractor is complete and in conformity with the contract.

13. Liability in case of Breach of this Agreement

- (1) The Customer and the Contractor shall be liable for compensation for damage that a data subject suffers due to data processing or use within the scope of this Agreement that is not permitted or incorrect according to the data protection laws vis-à-vis this data subject as joint and several debtors, insofar as the applicable laws and regulations on data protection so provide.
- (2) Any limitations on liability between the Customer and its clients as injured parties shall also apply to the benefit of the Contractor, so that the Contractor is not obligated to indemnify the Customer for amounts that the Customer is not required to pay due to such limitations of liability.
- (3) In all other respects, the liability provisions agreed in the respective contracts concluded between the Parties shall apply.

14. Miscellaneous

- (1) Agreements on the technical and organisational measures as well as monitoring and auditing documentation shall be retained by both Parties to the Agreement for their period of validity and for at least five full calendar years thereafter.
- (2) The Contractor reserves the right to amend this agreement (such as in the event of changes to statutory provisions or existing case law and market conditions). They shall be notified to the Customer in advance. The Customer may object to these if they entail a significant change to the contractual provisions that significantly disadvantage them. Such changes shall be deemed accepted if the Customer does not object to the changes in writing within 4 weeks of notification of the changes. In the event of a dispute, the Parties shall endeavour to find an amicable solution with regard to these changes. If this is not possible, each Party shall have an extraordinary right to terminate this agreement with effect from the date on which the planned changes come into force. Changes shall, in any case, be deemed accepted if the Contractor's services are used from the time the changes come into effect.
- (3) Amendments, supplements and collateral agreements to the Agreement must be made in writing or a documented electronic format is required - this also applies to the waiver of this formal requirement. Any amendments or additions to this Agreement agreed separately in writing between the Contractor and the Customer shall remain valid even if a new version of this Agreement is issued.
- (4) The defence of the right of retention is excluded with regard to the data processed for the Customer is excluded.
- (5) In the event that any provisions of this Agreement prove to be invalid or null and void, this will not render the remaining provisions invalid or null and void. Instead, they will be replaced by clauses that most closely reflect the economic purpose of the Agreement. The same will apply in the event of a gap or omission.
- (6) All disputes arising out of or in connection with this Agreement shall be referred exclusively to the courts of the Contractor's registered office, with the exception of mandatory places of jurisdiction. However, the Contractor is authorised to also bring a dispute before the court of competent jurisdiction for the registered office of the Customer.
- (7) This Agreement shall be governed by Swiss law, to the exclusion of private international law and the Vienna Convention on Contracts for the International Sale of Goods.

Appendices:

List of "Further Data Processors of DeepCloud AG"

List of "Technical and Organizational Measures of DeepCloud AG": Due to confidentiality aspects, this appendix is available on request and against signature of a confidentiality agreement.