



Order processing

Order Processing Agreement

MOUNT10 and the Customer have entered into a contractual relationship regarding processing personal data on behalf of the Customer. MOUNT10 shall store the Customer's data in accordance with the contractual obligations. MOUNT10 assures the Customer that it will fully comply with and implement the data protection regulations and assures a high level of protection.

The data stored by the customer on Mount10's systems (end customer data) cannot be viewed by MOUNT10 and shall always remain encrypted on MOUNT10's servers. MOUNT10's facilities are located exclusively on Swiss territory and are subject to Swiss law.

MOUNT10 undertakes to store or process the data securely as data requiring special protection. MOUNT10 undertakes to take all necessary measures of a technical and organisational nature to ensure data security and data protection. Further details can be found in the Technical Organisational Measures (TOM) document.

The Customer shall inform MOUNT10 that it has appointed a data controller for data protection, who shall be the contact person and binding liaison person with the necessary decision-making rights. Any breach of data security shall be reported to the Liaison Person immediately upon becoming aware of it.

MOUNT10 shall undertake to oblige its employees and any involved third parties to maintain confidentiality or to be subject to the statutory confidentiality obligation.

MOUNT10 expressly agrees that the processing order shall only be passed on to third parties with the consent of the Client. If the service is transferred or changed, MOUNT10 shall inform the Customer accordingly. The customer must agree to this transfer. The consent shall be deemed to have been granted if the customer does not intervene in writing within 20 days against the notification by MOUNT10. If the Customer intervenes for objective reasons, MOUNT10 shall enable the Customer to terminate the Contract extraordinarily. The Parties shall agree on the relevant details on a case-by-case basis.

The customer has the right to inform himself at any time about compliance with the applicable data protection regulations of MOUNT10. If he is legally obliged to carry out audits, this may be done by qualified third parties against commercial compensation for MOUNT10's expenses (the Parties shall agree on the details on a case-by-case basis).

This Addendum is subject to **Swiss law, to the exclusion of any conflict of laws rules**. The place of jurisdiction is the registered office of MOUNT10.