

1. Fundamentals: This licence, usage and operation agreement applies to all **MOUNT10** service versions of **MOUNT10 AG** (following **MOUNT10**), Haldenstrasse 5, CH-6340 Baar, Switzerland. The same terms also apply to prolongations of said agreement, even when this is not again expressly stated.

2. Contractual obligations MOUNT10: Based on the corresponding service version, **MOUNT10** provides the customer with soft- and possibly hardware components. **MOUNT10** is obliged to store the electronic data sent from the customer location on specially protected servers at SWISS FORT KNOX. **MOUNT10** warrants the basic serviceability of the delivered soft- and hardware components during the entire duration of this service contract and is responsible for periodic updates (without notice) and at no further charges. **MOUNT10** ensures the continuous disposition for emergency data recovery procedures (in accordance with the separate terms, conditions, prices and technical possibilities of the document "Emergency-Procedures". All software components as well as the related technical manuals are available online at any time and are integral part of this contract (www.mount10.ch/english/D04_downloads.html). **MOUNT10** is taking the technical and organisational measures according to the Swiss Data Protection Law (especially art. 9 VDSG; SR 235.11) as well as to the latest technical knowledge and commonly used international norms and standards (e.g. ISO 27001). **MOUNT10** is saving the customer data in a way that they can be retrieved at anytime (see article 8).

3. Contractual obligations of customer: The customer is obliged to pay the service fee in front of any given service period (by credit card) or within thirty (30) days of the date of the invoice – without any further deductions. The customer is required to download the needed software components and to install them at the own risk on the existing IT-infrastructure as well as to integrate possible hardware components. It is recommended to create an independent backup copy of the entire customer data prior to every **MOUNT10** installation and / or integration. Such an (from **MOUNT10**) independent backup copy shall be repeated periodically. A connection to the Internet in relation to the chosen service extent is the responsibility of the customer. Further the customer is responsible for the proper selection of the desired customer data, the corresponding time schedule of the backup and the verification of a successful backup process and arrival of the data on the server at SWISS FORT KNOX – according to the log files. The customer expressly undertakes to ensure that data does not include content that is prohibited under criminal, civil or public law. In the event of criminal proceedings, the customer acknowledges that **MOUNT10** will cooperate with the authorities to the full extent of applicable statutory provisions. The customer is required to return the delivered soft- and hardware components to **MOUNT10** after the end of this service contract. Parts of these obligations can in certain service versions be transferred from the customer to **MOUNT10** or further external parties as long as they are accordingly marked in the "operational responsibilities". The proper storage of all access data is the responsibility of the customer.

4. Encryption of customer data: The service comprises an encryption of the customer data as protection from unauthorized access of **MOUNT10** and third parties. Owner and solely responsible for all **MOUNT10** access data is the customer. **MOUNT10** has no possibility to recover any lost access data (e.g. password...) and therefore suggests properly storing all access information in form of a hard copy at two secure and from each other independent locations (e.g. with a trustee, bank and / or attorney). Further a periodic function control of all access information is recommended. **THE CUSTOMER IS TAKING NOTICE OF THE FACT THAT WITHOUT ENCRYPTIONKEY THE CUSTOMER DATA CAN NOT BE MADE LEGIBLE. A LOSS OF THE ENCRYPTIONKEY IS THEREFORE LEADING TO A COMPLETE LOSS OF ALL CUSTOMER DATA STORED WITH MOUNT10!**

5. Scope of delivery and warranty: The scope of delivery corresponds to the electronically selected service plan or the defined service configuration in writing. The customer shall inspect the goods within 10 days of receipt and report any complaint immediately in writing. **MOUNT10** will verify the complaint and is obliged to replace any confirmed deficiencies as fast as practically possible and at no further charges. The delivery time of hardware components can take up to 6 weeks. All **MOUNT10** service components (soft- and hardware) are subject to an operational warranty for the entire duration of the contract. Any damaged or faulty component has to be reported / sent to **MOUNT10** instantly. A replacement will follow as soon as possible. The availability of any replacement component at the customer location is generally possible – but limited to certified components by **MOUNT10** only.

6. Start of contract, duration and transfer: The service contract becomes valid with the electronic consent or the written acceptance by signature. Cancellation of binding contracts by the customer is possible only with express consent from **MOUNT10**, subject to the customer assuming all expenses and outlays and full indemnification of **MOUNT10** by the customer. The contract duration is one year, i.e. 365 days. Without action the contract will prolong automatically for another year. The notice period for a cancellation of the contract is 3 months. At the end of the contract the customer will receive a 30 day period to retrieve all customer data from **MOUNT10**. After this 30-day period all customer data will entirely be deleted from all systems of **MOUNT10**. In the event of a service deficiency, **MOUNT10** reserves the right to withdraw from the contract with full indemnity, or to adhere to the contract and make reparations for the immediate resulting damage. Reparations in respect of further damages are reserved. Any subsidiary arrangements, assurances and amendments shall only be binding for **MOUNT10** after they are confirmed in writing. The right to transfer this contractual relationship and any other relationship with the customer to another contractual party rests solely with **MOUNT10**. The customer is not entitled to any reimbursements of initial service fees at the end of a service contract.

7. Brochures and technical documents: Brochures, catalogues and documents in digital form (e.g. details posted on the internet or via e-mail) are non-binding unless explicitly agreed otherwise. Claims stated in technical documents are binding only inasmuch as they are expressly warranted.

8. Definition of data, number of copies and data history: The backup capacity (selected data volume at the client location for the backup process) of **MOUNT10** SOLO and COMBO is defined by online selection / written contract. The data will be stored at SWISS FORT KNOX I with a data copy to SWISS FORT KNOX II. **MOUNT10** SOLO offers an explicit data history of 12 month. By default, the service version COMBO is also equipped with a 12 month history – with an optional expansion to several years. The actual storage volume on the hardware component is not relevant (i.e. will not be charged).

With **MOUNT10** ECO and PRO however, there is a distinction between the backup-capacity and the effective storage volume on the dedicated hardware components of **MOUNT10** (StorageCenter, respectively TwinCenter). **MOUNT10** is storing one data copy at SWISS FORT KNOX I. A copy to SWISS FORT KNOX II is available upon customer request as additional option.

MOUNT10 is no archiving solution! All versions however offer retrieval opportunities to the backed up data from **MOUNT10** of the past 30 to 60 days. After that the dataset of the last day of every month is further kept in a month end file. The actual duration of this data history is depending on the service version. For the service versions ECO and PRO the actual duration of data history has to be defined individually for every backup group.

9. Validity, pricing and settlement: All **MOUNT10** offerings are generally valid for 30 days (if no other timeline has been defined) and are clearly visual as such. All pricing is generally without VAT in Swiss Francs (CHF) or any other contractually defined foreign currency. The Swiss VAT of 7.6% will be levied to all customers from within Switzerland. All pricing information on price lists and product documentations are (if not explicitly mentioned) noncommittal and subject to change by **MOUNT10** at any time. Unused as well as partly used but paid service fees will not be reimbursed. Payment conditions do vary amongst the different service versions

and are outlined in the online portal / service configurator. For all international deliveries the initial cost will generally be invoiced to 50% at the time of signing the contract (payment is due before delivery) and 50% at the time of the actual delivery. The general payment terms are 30 days.

10. Ownership and copyright: MOUNT10 does own the full intellectual property and / or other rights on all delivered soft- and hardware components. The customer holds no in rem rights (ownership, collateral or retention right) on any from MOUNT10 delivered components. The customer solely receives the right of use for the delivered soft- and hardware components for the duration of the contract. At the end of the service contract any claim of the customer to use, transfer or copy the soft- and hardware components in any other way will expire. Ownership, copyright, trademark and/or licensing rights to computer programs, lettering, logos, website and other MOUNT10 documents and data rests exclusively with MOUNT10. The customer is prohibited from modifying, copying, or reverse engineering the software in whole or part, decompiling, leasing, selling, mortgaging, or deriving the source code via other means, or using the software as a basis for developing other software programs, derivative works, or any other activity with potential to infringe on the rights of MOUNT10, or third parties. The customer may create a single copy of the software for backup and archival purposes. Backup copies must bear all of the statements and symbols, inclusive of copyright, trademark and licensing rights that exist on the original. The sovereignty of all customer data stored with MOUNT10 remains explicitly with the customer at any time. MOUNT10 is entitled to further use general ideas, concepts and procedures which were discovered and engineered during a specific customer project by MOUNT10 alone or with personnel of the customer for future, third party projects of a similar scope. All data saved from the customer with MOUNT10, using the corresponding hard- or software components on the basis of this contract, always belong to the customer. MOUNT10 does not have any ownership or immaterial rights on these data. The customer can claim his data at any time – even during an ongoing contract. Further, the customer has the right to request a written confirmation at the end of a service contract from MOUNT10 that all data has been entirely removed from the infrastructure.

11. Transfer of customer data: The customer agrees to the electronic transfer of the customer data (encrypted by MOUNT10) through a public network infrastructure (Internet). The customer is carrying the risk of a potential data loss during transport. The responsibility of MOUNT10 for the customer data starts with the arrival at SWISS FORT KNOX and lasts until the data is leaving SWISS FORT KNOX again. MOUNT10 guarantees the legal obligations of secrecy (professional discretion for medical, legal and federal employees) and to ensure these in writing amongst all employees.

12. Additional clauses for MOUNT10 PRO: The installation of a StorageCenter at the customer location requires an IT specific infrastructure, provided and ensured by the customer. Basic equipment is a 19" rack (possibly lockable), energy supply of 230 VAC / max. 650 watt (uninterrupted / UPS), a room temperature of max. 25°C (with air cooling) and a humidity of 30% to 70% rel. h. Further a dust free operation and adequate precautions against fire, water and unauthorized access have to be provided – adequate to the overall location. Proper insurance of the StorageCenter is within the responsibility of the customer. A replacement of the MOUNT10 hardware due to an unqualified environment a faulty operation or a general disaster will be invoiced. The proper integration of the the MOUNT10 StorageCenter within the local network environment at the customer location is within the responsibility of the customer. A proper network protection (firewall, anti virus...) as well as regular updates on the Windows operating system of the StorageCenter is also within the responsibility of the customer. It has to be ensured that the MOUNT10 system functionality will not be affected or blocked by internal update procedures. DUE TO THE FACT THAT MOUNT10 HAS NO ACCESS TO THE STORAGECENTER AT THE CUSTOMER LOCATION, THE FULL RESPONSIBILITY FOR THE DELIVERED HARDWARE WILL BE WITH THE CUSTOMER. All basic and predefined settings from the time of delivery are specifically noted in the document "configuration and acceptance protocol" and signed by all parties.

13. Warranty: MOUNT10 warrants secure storage and safekeeping of the customer's data, and service availability of 99.7% per year (excluding the internet connection at the customer location). It is ensured that the used hard- and software has no deficiencies which would limit or abolish the functions according to the contract. A negligible limitation is unremarkable. MOUNT10 can substitute a deficit by its on decision through clearance, by-passing or new delivery. If MOUNT10 does not do so within adequate time, the customer can set an additional respite. After this period, the customer can by claim a discount in light instances and cancel the contract in severe cases, combined with a compensation claim given that the legal requirements are given.

14. Liability: Both parties are liable for deliberate, fraudulent damages and severe negligence of themselves or third party contractors. Including personal and health damage as well as product liability in an unlimited amount as long as the accused can not prove that his party (including third party representatives) are not in fault. The party at fault is liable at most for the damage occurred. In case of a data loss, MOUNT10 is liable for the effort which would have been necessary for the recovery by the customer with a proper, periodic backup. This limitation does not apply if and as long the backup was part of the service delivery from MOUNT10. The contractual parties exclude any other liability entirely for minor default, for indirect and subsequent damage, for lost profit and for damages as a result of using the corresponding working results as well as claims of third parties (excluding industrial property rights). Based on the fact that MOUNT10 has no access to the infrastructure of the customer and the condition that all customer data is encrypted – even for MOUNT10, the monitoring and alert possibilities of MOUNT10 are strongly restricted. The responsibility for a successful data protection is therefore explicitly with the customer.

15. Function of an external sales partner: MOUNT10 sales partners (sales partner) are independent from MOUNT10 in their activities and not authorized to represent MOUNT10 in any form or to act on behalf. Sales partners are not contractual party of this agreement. Sales partners are external specialists, specifically trained by MOUNT10 and act as a first point of contact for the customer.

16. Service extensions: Service extensions can be ordered at any time through <https://serviceaccount.mount10.ch> (only MOUNT10 SOLO), the appropriate sales partner or by e-mail to support@mount10.ch.

17. Partial invalidity: Should any of the provisions of this contract be found to be void, the remainder of the provisions herein shall remain valid notwithstanding. The parties shall reach agreement on new, valid alternative provisions that match or at least approximate the business purpose of the said provisions had they been aware of their invalidity. Incomplete provisions shall be treated in the same manner.

18. Applicable law and court of jurisdiction: This legal relationship is subject to Swiss law. The place of jurisdiction is the appropriate court in the canton of Zug (Switzerland).