

MASTER AGREEMENT

This Master Agreement (the “Agreement”) is made by and between the signatory Parties listed on the signature page (the “Parties”) on the date indicated therein.

WHEREAS:

1. Pursuant to a memorandum of cooperation (the “MoC”), the Parties are members of Swiss U-Space Implementation (“SUSI”), a nation-wide collaborative effort developed in Switzerland for the safe integration of drones, otherwise known as “unmanned aerial vehicles/systems” (“drones”, “UAVs” or “UAS”);
2. One of the focuses of SUSI is the implementation of remote identification of UAS (“RID”);
3. RID is subject to Standard 3411-19 issued by ASTM (the “Standard”);
4. The Parties desire to participate in the national implementation of RID and the Standard in Switzerland (“Swiss RID Implementation – “SRID”), in their different capacities, as detailed in the “role” section on the signature page;

THEREFORE, the Parties have agreed their Services (as defined below) within the SRID to be governed by the terms and conditions in this Agreement.

1. DEFINITIONS

- 1.1. The following definitions shall apply to this Agreement:

“MoC” means the Memorandum of Cooperation signed between SUSI members, as such may be amended from time to time;

“NDA” means the Mutual Non-Disclosure Agreement signed between SUSI members, as such may be amended from time to time.

“Services” shall mean any of the services provided by a Party pursuant to the Agreement.

“Service Provider” means a Party providing a specific Service; for the avoidance of any doubt, Service Provider shall refer herein to a Party providing one or more Services, such as NET-RID service provider, NET-RID display provider or DSS provider.

“SRID Governance rules” shall mean the set of rules governing the functioning and the decision-making process within the SRID, as such may be amended from time to time as outlined in such rules.

“Technical Annex” shall mean any and all annexes hereto with a technical content and/or managed by the Technical Board, as such annex is designated in its name.

“Technical Board” shall mean the group formed by SUSI members handling all technical aspects related to the SRID, as such aspects may be amended from time to time in accordance with the SRID Governance rules.

“Technical Dispute Resolution Board” shall mean a board formed of 3 (three) members, elected by the Technical Board in accordance with the SRID Governance rules, in charge with the resolution of disputes arising from or in connection with the SRID and/or this Agreement.

The capitalized terms not defined herein shall have the meaning assigned to them in the Standard, to which extent each Party hereby declares it has acquired a copy thereof.

1.2. For the purposes hereto, the applicable time convention will be CET (Central European Time).

2. SCOPE

2.1. This Agreement governs the rights and obligations of the Parties when providing SRID related Services in accordance with the Standard. The Parties hereby fully understand that RID has public acceptance and law enforcement purpose and can be potentially used to enhance situational awareness, but it is not meant as a tool for deconfliction or detect-and-avoid actions.

2.2. In particular, this Agreement defines the indicators associated with the Services, acceptable and unacceptable Service levels, parameters for data sharing between the Parties, dispute resolution procedures for the Parties with respect to the Services and actions to be taken in specific circumstances.

2.3. The objectives of this Agreement are to:

- (i) provide clear reference to service ownership, accountability, roles and/or responsibilities.
- (ii) present a clear, concise and measurable description of service management.
- (iii) match perceptions of expected service provision with actual service support & delivery.

3. CONDITION

3.1. This Agreement becomes effective on the date of its signature by each Party ("Effective Date"). A preliminary draft of the Technical Annexes is attached hereto. The Technical Board shall: (a) finalize and approve the SRID Governance rules and any and all amendments to the Technical Annexes hereto, as such may be developed during the approval phase; and (b) deliver a copy of the approved Technical Annexes and SRID Governance rules to all Parties. Upon approval by the Technical Board, the SRID Governance rules and the amendments to the Technical Annexes are hereby incorporated by reference into this Agreement. For the avoidance of any doubt, the main body of this Agreement and Annex D Data Sharing Agreement, are hereby considered final and are not subject to the Technical Board approval process.

3.2. It is hereby understood and agreed that this Agreement will automatically terminate for such a Party that notifies the other Parties that it does not accept the Technical Annexes and SRID Governance rules, as such are finalized and approved by the Technical Board in accordance with the process outlined in clause 3.1 above, within ten (10) calendar days of its receipt thereof. If a Party does not provide notice of its rejection of such documents during this period, then it will be deemed to have accepted them.

4. SERVICE MANAGEMENT AND PERFORMANCE

4.1. Service Management

4.1.1. Service Availability: Coverage parameters specific to the Service(s) covered in this Agreement are as follows:

- (i) Telephone support, e.g., notice of Service disruption/malfunctioning; availability to be provided as per the time frames indicated in Clause 4.1.2. below;

- (ii) Remote Assistance, e.g., guidance from one Party to the other;
- (iii) Intervention, e.g., actual intervention of the Service Provider to remedy the cause of the disruption/malfunctioning of the Service, on the software and/or hardware, as the case may be;
- (iv) Security; and
- (v) Delivery Times for critical information.

4.1.2. Service Requests: In support of Services, each Service Provider will respond to Service-related incidents and/or requests submitted by another Party in compliance with the below:

Severity Level	Step 1 - Immediate Response (Identify)	Step 2 - Triage (Temporary Fix)		Step 3 - Problem Resolution (Fix)	
	Action / Response Time	Action	Response Time	Action	Response Time
Severity 1 (Critical)	Point of Contact Acknowledges & 100 % Escalation for triage within response 1h	Immediate and continuing best efforts	Next business day	Immediate and continuing best efforts	Update every week and upon request
Severity 2 (Degraded)	Point of contact acknowledges / 8 hours	Rollback of offending change	2 days	High priority resolution by the engineering team	Updates every 2 days to stakeholders
		Interim fix within 4 days, as agreed with stakeholders	4 days		
Severity 3 (Minimal)	Point of contact acknowledges / 3 days	Worked on a time available basis	7 days	As appropriate	Update 15 days

Problem Classification Table

Severity Level	Criteria
Severity 1 (Critical)	The Service Provider is non-operative, significantly impaired or its failures are significantly impacting other Service Providers. No known work around is currently available.
Severity 2 (Degraded)	The Service Provider does not function as designed, with partial or limited loss of functionality, but a workaround is available.

Severity 3 (Minimal)	This group includes problems that have little or no impact on daily business processes.
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4.1.3. Audit will be performed by the Technical Board, in accordance with the SRID Governance rules. The frequency, scope, parameters and conditions of any such audit are subject to the approval of the audited Party (such approval not to be unreasonably withheld).

4.2. Service Performance

4.2.1. Service Levels: Each of the Services shall be provided in accordance with the criteria and levels defined herein and will be measured in accordance with Technical Annex B and in any case at least at the levels defined in accordance with the Standard.

4.2.2. Limitations: Unless otherwise listed in this Agreement, the Services are provided "as is," with all faults, defects, bugs, and errors. While each Party will use reasonable good faith efforts to perform its Services in accordance with the requirements of this Agreement, no Party will be liable to any other Party under this Agreement for any direct, indirect, consequential, incidental, or other damages arising from or in relation to this Agreement or its performance hereunder).

4.2.3. Exclusions: The following items are excluded from this Agreement:

- (i) Temporary down time, such as for upgrades or for routine, regularly scheduled maintenance limited to specified time periods.
- (ii) Down time to address emergencies or circumstances outside the Service Provider's control, such as a widespread power/connectivity failure.

4.3. Testing and Monitoring: Testing and monitoring of the Services will be made as detailed in Technical Annex B.

5. MANAGEMENT ELEMENTS

5.1. The Parties shall use reasonable efforts to resolve disputes amicably. Any disputes that cannot be resolved amicably shall be decided by the Technical Dispute Resolution Board in accordance with the SRID Governance rules.

5.2. Escalation Procedures: Each Party will use all reasonable endeavors to ensure that responses and remedies are provided within the specified timescales detailed in clause 4.1.2. In the event that Service-related incidents and/or requests submitted by another Party remain outstanding beyond the agreed times, the Technical Contact within the Party receiving such request will escalate the call to the Overall Contact of the respective Party, who will contact the counterpart within the claiming Party to agree a course of action to be taken.

5.3. SLA Lifecycle: The SLA Lifecycle will be governed by Technical Annex C hereto.

5.4. Decision making: Any decision to be made by the Parties in accordance with respect to this Agreement will be made in accordance with the SRID Governance rules.

5.5. Points of Contact. The following points of contact for execution of and receipt of notices under this Agreement are as listed in Technical Annex E, attached hereto. Each Party may update its point of contact any time by submitting written notice to all other Parties' points of contact.

5.6. Language. All meetings, communications, reports and other activities of the Parties pursuant to this Agreement shall be in English.

5.7. DATA SHARING, SECURITY AND MANAGEMENT

Each Party hereby expressly agrees to the terms and conditions of the data sharing agreement in Annex D (“Data Sharing Agreement”) which outlines the framework for the sharing of personal information when one Party discloses personal information to the other and the associated responsibilities.

6. REPRESENTATIONS AND WARRANTIES

Each Party represents and warrants to the other Parties the following:

- 6.1. Existence. The Party is incorporated and exists under the laws of the jurisdictions of its respective incorporation.
- 6.2. Authority and Capacity. The Party has the authority and capacity to enter into this Agreement.
- 6.3. Execution and Delivery. The Party has duly executed and delivered this Agreement.
- 6.4. Enforceability. This Agreement constitutes a legal, valid, and binding obligation, enforceable against the Party in accordance with its terms.
- 6.5. No Conflicts. The Party is not under any restriction or obligation that may affect the performance of its obligations under this Agreement.

7. COMMUNICATION

- 7.1. To the extent permitted by the SUSI MoC, each Party is entitled to issue press releases and to make other similar public announcements with respect to the SRID. The Parties will cooperate to draft any common press releases and other public announcements relating to the subject matter of this Agreement and the relationship between the Parties, it being understood that in any case each Party shall be in charge with its own communication efforts related to its participation in the SRID.
- 7.2. No Party shall use another Party's name, trademarks, service marks, trade names, logos, domain names, or other indicia of source, association, or sponsorship, without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

8. TERM AND TERMINATION

- 8.1. This Agreement will be effective in accordance with Clause 2 above and shall continue to be effective for as long as the Parties participate in the SRID.
- 8.2. The Agreement may only be terminated by mutual agreement of all current Parties to the Agreement. An individual Party's status as party to this Agreement may be terminated as outlined in Clauses 3.2 or 9.7.1 or under the following circumstances:
 - (i) Each Party may terminate its own status as party to this Agreement at any time for convenience effective immediately upon written notice to the other Parties.
 - (ii) The respective Party materially breaches its Service commitments under this Agreement, and the other Parties have voted to remove such Party, in accordance with the SRID

Governance rules, because the contribution of the respective Party to the SRID is not essential or another Party is able to fill in the role of the withdrawing Party.

- (iii) The respective Party is in default of this Agreement, due to gross negligence or willful misconduct, after the defaulting Party was notified to remedy the default, and such default was not remedied within a reasonable period of time; provided, however, that such Party shall only be terminated for this cause pursuant to a vote made by the other Parties in accordance with the SRID Governance rules.

8.3. Except for termination pursuant to Clause 3.2, in any other case of termination, a written notice will be served to or by the exiting Party, with at least 15 calendar days in advance.

8.4. In its capacity as supervisory body responsible for the effective operation of the SRID, FOCA will oversee on the termination of a Party's status as party to this Agreement pursuant to Clauses 8.2(ii) or (iii) or Clause 9.7.1.

9. MISCELLANEOUS

9.1. Notices

Any notice, request, consent, claim, demand, waiver, or other communications under this Agreement has legal effect only if addressed to a Party in accordance with clause 5.6 Points of Contact.

Any notice under this Agreement which is not related to a technical aspect will be made in writing and will be deemed effectively given: (a) when received, if delivered by hand, with signed confirmation of receipt; (b) when received, if sent by a nationally recognized overnight courier, signature required; (c) when sent, if by facsimile with confirmation of transmission, if sent during the addressee's normal business hours, and on the next business day, if sent after the addressee's normal business hours; and (d) on the third day after the date mailed by certified or registered mail, return receipt requested, postage prepaid.

9.2. Interpretation

For purposes of this Agreement: (a) the words "include," "includes," and "including" are deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; (c) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to this Agreement as a whole; (d) words denoting the singular have a comparable meaning when used in the plural, and vice-versa; and (e) words denoting any gender include all genders. Unless the context otherwise requires, references in this Agreement: (x) to clauses, sections, exhibits, schedules, attachments, and appendices mean the clauses, sections of, and exhibits, schedules, attachments, and appendices attached to, this Agreement; (y) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. The Parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted. The exhibits, schedules, attachments, and appendices referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein.

9.3. Headings

The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.

9.4. Entire Agreement

This Agreement (including all Annexes attached hereto and any documents incorporated by reference herein) constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. It is hereby understood this Agreement does not affect or supersede, and the Parties remain bound by, the MoC, the NDA, and any and all other documents incorporated by reference therein, as such may be amended from time to time.

9.5. Subcontractors. Each Party shall be permitted to utilize subcontractors in connection with its performance under this Agreement, provided that each Party shall remain responsible for the performance of its subcontractors.

9.6. Assignment

Subject to Clause 9.5, no Party shall assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance under this Agreement, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without the prior written consent of the Technical Board in accordance with the SRID Governance rules, which consent shall not be unreasonably withheld, conditioned, or delayed. For purposes of the preceding sentence, and without limiting its generality, any merger, consolidation, or reorganization involving either Party (regardless of whether such Party is a surviving or disappearing entity) will be deemed to be a transfer of rights, obligations, or performance under this Agreement for which the prior written consent of the Technical Board is required. No assignment, delegation, or transfer will relieve either Party of any of its obligations or performance under this Agreement. Any purported assignment, delegation, or transfer in violation of this clause 9.6 is void. This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective successors and permitted assigns.

9.7. Force Majeure

9.7.1. In no event will any Party be liable or responsible, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by any circumstances beyond such Party's reasonable control (a "Force Majeure Event"), including acts of God, pandemics, epidemics, flood, fire, earthquake or explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the date of this Agreement, national or regional emergency, strikes, labor stoppages or slowdowns or other industrial disturbances, passage of Law or any action taken by a governmental or public authority, including imposing an embargo, export or import restriction, quota, or other restriction or prohibition or any complete or partial government shutdown, or national or regional shortage of adequate power or telecommunications or transportation. If a Party experiences a Force Majeure Event that impairs or inhibits its performance and that continues substantially uninterrupted for a period of 30 days or more, then that Party may be terminated as a party to this Agreement by the other Parties pursuant to a vote by such other Parties in accordance with the SRID Governance rules.

9.7.2. Affected Party Obligations. In the event of any failure or delay caused by a Force Majeure Event, the affected Party shall give prompt written notice to the Technical Board stating the

period of time the occurrence is expected to continue and use commercially reasonable efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

9.8. No Third-Party Beneficiaries

This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

9.9. Amendment or Modification; Waiver

No amendment to or modification of or rescission, termination, or discharge of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

9.10. Severability

If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

9.11. Governing Law; Submission to Jurisdiction.

This Agreement is governed by and construed in accordance with the internal laws of Switzerland without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of Switzerland. Any legal suit, action, or proceeding arising out of or related to this Agreement or the licenses granted hereunder will be instituted exclusively in the Swiss courts of law. Exclusive place of jurisdiction for all disputes arising out of or in connection with this Agreement shall be Bern and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. Service of process, summons, notice, or other document by mail to such Party's address set forth herein shall be effective service of process for any suit, action, or other proceeding brought in any such court.

9.12. Counterparts

This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement. For good measure, the Parties will in any way send the original signature page to FOCA.

[Signature page follows]

SIGNATURE PAGE

Name of Party	Role	Signatory's Name	Capacity	Signature	Place/Date

TECHNICAL ANNEX A: F3411-19 Performance Requirements

TECHNICAL ANNEX B: Testing

TECHNICAL ANNEX C – SLA Lifecycle

ANNEX D: DATA SHARING AGREEMENT

This agreement is entered into by and between the Parties to the Master Agreement, as at the same date and under the same conditions indicated therein (the “Effective Date”)

BACKGROUND

- (A) Any Party may be sharing Personal Information (the “Data Discloser”) with another Party (the “Data Receiver”) as part of the Services performed under the Master Agreement.
- (B) The Parties agree to use the Personal Information on the terms set out in this Agreement.
- (C) This is a free-standing Agreement that does not incorporate commercial business terms established by the parties under separate commercial arrangements.

AGREED TERMS

1. INTERPRETATION

The following definitions and rules of interpretation apply in this agreement. Notwithstanding, the terms capitalized and not otherwise defined herein shall have the meaning assigned to them in the Master Agreement.

1.1. Definitions:

“Agreed Purpose”: has the meaning given to it in clause 2 of this Agreement.

“Agreement”: this Agreement, which is a free-standing document that does not incorporate commercial business terms established by the parties under separate commercial arrangements.

“Data Protection Legislation”: means all applicable laws, concerning Personal Information, primarily the Federal Act on Data Protection, SR. 235.1, but including, secondarily, the GDPR and any other similar legislation applicable concerning at any moment Personal Information.

“Data Subject” means a person to whom Personal Information pertains to.

“GDPR” means the General Data Protection Regulation (Regulation (EU) 2016/679).

“Master Agreement” means the agreement to which this Agreement is an annex to, whereby the Parties agreed on the main terms and conditions governing their relationship with respect to the SRID.

“Personal Information” means all information relating to an identified or identifiable person.

“Processing” means any operation with Personal Information, irrespective of the means applied and the procedure, and in particular the collection, storage, use, revision, disclosure, archiving or destruction of data.

"Security Breach" means breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Information transmitted, stored or otherwise processed.

"Sensitive Personal Data" means Personal Information revealing: (i) religious, ideological, political or trade union-related views or activities, (ii) health, the intimate sphere or the racial origin, (iii) social security measures and/or (iv) administrative or criminal proceedings and sanctions.

"Shared Personal Information" means the Personal Information to be shared between the Parties under Section 4 of this Agreement.

"Subject Access Request" means the exercise by a Data Subject of his or her rights under the Data Protection Legislation.

"Term" means the duration of the Master Agreement and of this Agreement.

2. PURPOSE

- 2.1. This agreement sets out the framework for the sharing of Personal Information when one Party discloses Personal Information to another. It defines the principles and procedures that the Parties shall adhere to and the responsibilities the Parties owe to each other.
- 2.2. The Parties consider this data sharing initiative necessary as to participate in the SRID. The aim of the data sharing initiative is to allow the sharing and display of UAS remote ID data, which may include Personal Information and operational data including but not limited to UAS ID, flight/operation description, pilot/operator ID, geolocation/telemetry information, including but not limited to latitude, longitude, geodetic altitude, pressure altitude, height, direction, operator latitude, operating area radius, operating area polygon, operator longitude, and authentication data, between the Parties, as necessary, to further display such data publicly.
- 2.3. The Parties agree to only process Shared Personal Information, as described in clause 4.1, for the remote identification of drones.

The Parties shall not process Shared Personal Information in a way that is incompatible with the purposes described in this section (Agreed Purpose).

3. COMPLIANCE WITH DATA PROTECTION LEGISLATION

Each Party must ensure compliance with applicable Data Protection Legislation at all times during the Term of this agreement and of the Master Agreement.

4. SHARED PERSONAL INFORMATION

The following types of Personal Information will be shared between the Parties during the Term of this agreement:

- (a). Remote ID Data required by the ASTM standard: As defined in the Common Data Dictionary of the ASTM WK65041 (Remote ID and Tracking) working group standard, including its successor standard, which may be updated from time to time, the required and optional data fields for Remote ID will be shared, including minimum characteristics that must be supported by both network and broadcast implementations. Such data fields include but are not limited to personal and operational information of a UAS flight such as UAS ID,

flight/operation description, pilot/operator ID, geolocation/telemetry information, including but not limited to latitude, longitude, geodetic altitude, pressure altitude, height, direction, operator latitude, operating area radius, operating area polygon, operator longitude, and authentication data.

5. LAWFUL, FAIR AND TRANSPARENT PROCESSING

- 5.1. Each Party shall ensure that it processes the Shared Personal Information fairly and lawfully in accordance with Section 5.2 during the Term of this Agreement.
- 5.2. Each Party shall ensure that it has legitimate grounds under the Data Protection Legislation for the processing of Shared Personal Information.
- 5.3. The Data Discloser shall, in respect of Shared Personal Information, ensure that it provides clear and sufficient information to the Data Subjects, in accordance with the Data Protection Legislation, of the purposes for which it will process their Personal Information, the legal basis for such purposes and such other information as is required by Data Protection Legislation including:
 - (a). if Shared Personal Information will be transferred to a third party, that fact and sufficient information about such transfer and the purpose of such transfer to enable the Data Subject to understand the purpose and risks of such transfer; and
 - (b). if Shared Personal Information will be transferred outside the European Economic Area (“EEA”) pursuant to Clause 9.3 of this Agreement, that fact and sufficient information about such transfer, the purpose of such transfer and the safeguards put in place by the Data Receiver to enable the Data Subject to understand the purpose and risks of such transfer.
- 5.4. The Data Receiver undertakes to inform the Data Subjects, in accordance with the Data Protection Legislation, of the purposes for which it will process their Personal Information, the legal basis for such purposes and such other information as is required by Data Protection Legislation including:
 - (a) if Shared Personal Information will be transferred to a third party, that fact and sufficient information about such transfer and the purpose of such transfer to enable the Data Subject to understand the purpose and risks of such transfer; and
 - (b) if Shared Personal Information will be transferred outside the EEA pursuant to Clause 9 of this Agreement, that fact and sufficient information about such transfer, the purpose of such transfer and the safeguards put in place by the controller to enable the Data Subject to understand the purpose and risks of such transfer.

6. DATA QUALITY

- 6.1. Shared Personal Information must be limited to the Personal Information described in Clause 4.1 of this Agreement.

7. DATA SUBJECTS' RIGHTS

- 7.1 The Parties each agree to provide such assistance as is reasonably required to enable the other Party to comply with requests from Data Subjects to exercise their rights under the Data Protection Legislation within the time limits imposed by the Data Protection Legislation.

- 7.2 Each Party is responsible for maintaining a record of individual requests for information, the decisions made and any information that was exchanged. Records must include copies of the request for information, details of the data accessed and shared and where relevant, notes of any meeting, correspondence or phone calls relating to the request.

8. DATA RETENTION AND DELETION

- 8.1. A Data Receiver shall not retain or process Shared Personal Information for longer than is necessary to carry out the Agreed Purpose. For the avoidance of any doubt, unless expressly required by Data Protection Legislation, a Display Provider will not retain such information for longer than stated in the Standard.
- 8.2. Notwithstanding clause 8.1, Parties shall continue to retain Shared Personal Information in accordance with any statutory or professional retention periods applicable in their respective countries and / or industry, to the maximum extent permitted by the Swiss law and the Data Protection Legislation.
- 8.3. The Data Receiver shall ensure that any Shared Personal Information are returned to the Data Discloser or destroyed in the following circumstances, whichever occurs earlier:
- (a) on termination of the Agreement;
 - (b) on expiry of the Term of the Agreement;
 - (c) once Processing of the Shared Personal Information is no longer necessary for the purposes it was originally shared for, as set out in Clause 2.3.
- 8.4. Following the deletion of Shared Personal Information in accordance with Clause 8.3, the Data Receiver shall notify the Data Discloser that the Shared Personal Information in question has been deleted.

9. TRANSFERS

- 9.1. For the purposes of this clause, transfers of Personal Information shall mean any sharing of Personal Information by the Data Receiver with a third party, and shall include, but is not limited to, the following:
- (a) subcontracting the Processing of Shared Personal Information;
 - (b) granting a third-party controller access to the Shared Personal Information.
- 9.2. If the Data Receiver appoints a third-party processor to process the Shared Personal Information it shall remain liable to the Data Discloser for the acts and/or omissions of such third-party processor.
- 9.3. The Parties will enter into controller-to-controller standard contractual clauses adopted by the European Commission and recognized by the Federal Data Protection and Information Commissioner to enable the transfer of Shared Personal Information of Swiss/ EU residents to any Party located in a country not approved by Switzerland and/or the European Commission as providing adequate protection. The Data Receiver may not further transfer Shared Personal Information of Swiss/EU residents to a third party located outside Switzerland or the EEA unless it:
- (a) complies with the provisions of Articles 26 of the GDPR (in the event the third party is a joint controller); and

- (b) ensures that (i) the transfer is to a country approved by Switzerland or the European Commission as providing adequate protection pursuant to Article 7 of the Ordinance on the Federal Act on Data Protection / Article 45 of the GDPR; (ii) there are appropriate safeguards in place pursuant to Art. 6 Federal Act on Data Protection(FADP) / Article 46 of the GDPR; or (iii) one of the derogations for specific situations in Article 49 of the GDPR applies to the transfer.

10. SECURITY AND TRAINING

10.1 The Parties undertake to have in place throughout the Term appropriate technical and organizational security measures designed to:

- (a) prevent:
 - (i) the unauthorized or unlawful processing of the Shared Personal Information; and
 - (ii) the accidental loss or destruction of, or damage to, the Shared Personal Information
- (b) ensure a level of security appropriate to:
 - (i) the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction or damage; and
 - (ii) the nature of the Shared Personal Information to be protected.

10.2 The Parties shall keep such security measures under review and shall carry out such updates as they agree are appropriate throughout the Term.

10.3 It is the responsibility of each Party to ensure that its staff members are appropriately trained to handle and process the Shared Personal Information in accordance with the technical and organizational security measures together with any other applicable national data protection laws and guidance and have entered into confidentiality agreements relating to the processing of personal information.

10.4 The level, content and regularity of training referred to in Clause 10.3 shall be proportionate to the staff members' role, responsibility and frequency with respect to their handling and processing of the Shared Personal Information.

11. SECURITY BREACHES AND REPORTING PROCEDURES

11.1 The Parties shall each comply with its obligation to report a Security Breach to the appropriate government authority and (where applicable) Data Subjects under the applicable Data Protection Legislation and shall each inform the other party of any Security Breach irrespective of whether there is a requirement to notify any government authority or Data Subject(s).

11.2 The Parties agree to provide reasonable assistance as is necessary to each other to facilitate the handling of any Security Breach in an expeditious and compliant manner.

12. REVIEW AND TERMINATION OF AGREEMENT

12.1. Parties shall review the effectiveness of this data sharing initiative as part of the review of the entire Master Agreement, as per the provisions thereof, having consideration to the aims and purposes set out in Clauses 2.2 and 2.3.

- 12.2. The review of the effectiveness of the data sharing initiative will involve:
- (a) assessing whether the purposes for which the Shared Personal Information is being processed are still the ones listed in Clause 2.3. of this Agreement;
 - (b) assessing whether the Shared Personal Information is still as listed in Clause 4.1 of this Agreement;
 - (c) assessing whether the legal framework governing data quality, retention, and data subjects' rights are being complied with; and
 - (d) assessing whether Security Breaches involving the Shared Personal Information have been handled in accordance with this Agreement and the applicable legal framework.
- 12.3. Each Data Discloser reserves its rights to inspect a Data Receiver 's arrangements for the processing of Shared Personal Information (pursuant to any frequency, scope, conditions and parameters reasonably required by such Data Receiver).
- 12.4. This Agreement may be terminated in accordance with the relevant conditions in the Master Agreement and in any case at the same time as the Master Agreement.

13. RESOLUTION OF DISPUTES WITH DATA SUBJECTS OR GOVERNMENT AUTHORITIES

- 13.1. In the event of a dispute or claim brought by a data subject or the competent government authority concerning the processing of Shared Personal Information against either or both Parties, the Parties will inform each other about any such disputes or claims, and will cooperate with a view to settling them amicably in a timely fashion.
- 13.2. The Parties agree to respond to any generally available non-binding mediation procedure initiated by a Data Subject or by the competent government authority. If they do participate in the proceedings, the Parties may elect to do so remotely (such as by telephone or other electronic means). The Parties also agree to consider participating in any other arbitration, mediation or other dispute resolution proceedings developed for data protection disputes.
- 13.3. Each Party shall abide by a decision of a competent court or of the competent government authority.

14. WARRANTIES

- 14.1. Each Party warrants and undertakes that it will:
- (a) Process the Shared Personal Information in compliance with all applicable laws, enactments, regulations, orders, standards and other similar instruments that apply to its personal information processing operations.
 - (b) Promptly respond and as far as reasonably possible to enquiries from the relevant government authority in relation to the Shared Personal Information.
 - (c) Respond to Subject Access Requests in accordance with the Data Protection Legislation.
 - (d) Where applicable, maintain registration with all relevant supervisory authorities to process all Shared Personal Information for the Agreed Purpose.

- (e) Take all appropriate steps to ensure compliance with the security measures set out in Clause 10 above.
- 14.2. The Data Discloser warrants and undertakes that it is entitled to provide the Shared Personal Information to the Data Receiver and it will ensure that the Shared Personal Information are accurate.
- 14.3. The Data Recipient warrants and undertakes that it will not disclose or transfer Shared Personal Information outside the EEA unless it complies with the obligations set out in Clause 9.3 above.
- 14.4. Except as expressly stated in this Agreement or in the Master Agreement, all warranties, conditions and terms, whether express or implied by statute, common law or otherwise are hereby excluded to the extent permitted by law.

15. INDEMNITY

- 15.1. Each Party undertakes to indemnify the other Parties and hold the other Parties harmless from any cost, charge, damages, expense or loss which it causes the other Parties to the extent arising from its breach of any of the provisions of this Agreement, except to the extent that any such liability is excluded under, and only to the extent of the liability limits provided under, Clause 17.1.
- 15.2. Indemnification hereunder is contingent upon:
 - (a) the Party to be indemnified (the indemnified Party) promptly notifying the other Party (the indemnifying Party) of a claim,
 - (b) the indemnifying Party having sole control of the defense and settlement of any such claim, and
 - (c) the indemnified Party providing reasonable co-operation and assistance

16. ALLOCATION OF COST

Each Party shall perform its obligations under this Agreement at its own cost.

17. LIMITATION OF LIABILITY

- 17.1. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE, OR PROFIT OR DIMINUTION IN VALUE; (b) LOSS OF GOODWILL OR REPUTATION; OR (c) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. THE AGGREGATE LIABILITY OF EACH PARTY TO ALL OTHER PARTIES ARISING FROM OR RELATED TO THIS AGREEMENT WILL NOT EXCEED 100,000 SWISS FRANCS.

18. FURTHER ASSURANCES

On a Party's reasonable request, the other Party shall, at the requesting Party's sole cost and expense, execute and deliver all such documents and instruments, and take all such further actions, as may be necessary to give full effect to this Agreement.

19. RELATIONSHIP OF THE PARTIES

The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

20. CHANGES TO THE APPLICABLE LAW

If during the Term the Data Protection Legislation change in a way that the Agreement is no longer adequate for the purpose of governing lawful data sharing exercises, the Parties agree to negotiate in good faith to review the Agreement in the light of the new legislation.

TECHNICAL ANNEX E: POINTS OF CONTACT

Organization	Overall contact	Technical contact
	name, role/job title, address, telephone, and email	name, role/job title, address, telephone, and email