

Professional Secrecy and Official Secrecy – Industry-Specific Terms (Switzerland)

This Amendment is effective upon acceptance of its terms and expires on either (i) the last day of the 36th calendar month after acceptance; or (ii) the termination date of the Agreement, whichever occurs first.

Customer is subject to industry-specific secrecy obligations. In consideration of such obligations, the parties agree that this Amendment clarifies and/or amends certain terms in the applicable Microsoft Products and Services Data Protection Addendum ("DPA"), the applicable Product Terms or Microsoft Business and Services Agreement or Microsoft Customer Agreement, as applicable ("Agreement"). All terms used but not defined in this Amendment will have the same meaning as provided in the applicable DPA, Product Terms or the Agreement.

1. Confidentiality

Microsoft is aware that Customer Data and Professional Services Data might be subject to professional or official secrecy (e.g. art. 320 or art. 321 of the Swiss Criminal Code of 21 December 1937) or might be information processed for the performance of a task carried out in the public interest or in the exercise of an official authority. Therefore, Microsoft adheres to its confidentiality obligations according to the "Confidentiality" section of the Agreement as well as the confidentiality undertakings in the DPA and this amendment.

Neither party is required to restrict work assignments of its Representatives who have had access to Confidential Information. Each party agrees that the use of information retained in Representatives' unaided memories in the development or deployment of the parties' respective products or services does not create liability under this agreement or trade secret law, provided that no disclosure of information shall occur that permits an identification of the other party or any other natural or legal person.

Microsoft shall be obliged to maintain confidentiality with regard to Customer Data and Professional Services Data as long as required by the professional or official secrecy laws applicable to such data.

2. Customer Data and Professional Services Data

Access to the content of Customer Data and Professional Services Data provided pursuant to an Enterprise Services Work Order is not permitted for Microsoft (for avoidance of doubt including sub-processors) for business operations processing unless required to meet Microsoft's legal obligations.

When Customer Data or Professional Services Data provided pursuant to an Enterprise Services Work Order is processed in connection with Microsoft's business operations or with Microsoft providing to Customer the Products and Services the same measures in this amendment and the DPA and any other relevant amendment applicable to protect personal data when processed by Microsoft as a processor or subprocessor shall apply accordingly to protect such Customer Data or Professional Services Data provided pursuant to an Enterprise Services Work Order.

3. Retention and Deletion of Customer Data

Where Microsoft is permitted or required by applicable law, or authorized under the DPA, to retain Customer Data, Professional Services Data or Personal Data, Microsoft will comply with the obligations set forth in this Amendment and the DPA until such data is finally deleted.

4. Customer Lockbox

For certain Core Online Services, Microsoft makes available to its customers services (entitled "Customer Lockbox" or any successor name) pursuant to which its customers may elect to configure to further restrict and control access to Customer Data as described in this paragraph.

If Customer elects to license Customer Lockbox and activates it accordingly, then notwithstanding any other rights of Microsoft pursuant to the Agreement, Microsoft will not access or use Customer Data except to the extent (a) it is authorized by Customer to do so pursuant to the remainder of this paragraph or (b) it is required by law.

If Customer does not reject or approve through the Customer Lockbox functionality a request of Microsoft to access Customer Data subject to the request within the relevant period, then the request will expire automatically without Microsoft personnel being granted access to Customer Data by Customer.

If Customer grants Microsoft to Customer Data subject to the Customer Lockbox, then Microsoft personnel's access to Customer Data will be logged and auditable and revoked automatically after the time assigned to complete the respective task. For the avoidance of doubt, the other limits on Microsoft's access to or use of Customer Data set forth in the Agreement shall continue to apply when Customer approves a request of Microsoft to access Customer Data.

5. *Customer Data at rest for Azure Core Services*

For the avoidance of doubt, if Customer configures a particular Microsoft Azure Core Service to be deployed within a Geo then, for that service, Microsoft will store Customer Data at rest only within the specified Geo. Certain services may not enable Customer to configure deployment in a particular Geo or outside the United States and may store backups in other locations. Refer to the Microsoft Trust Center (which Microsoft may update from time to time, but Microsoft will not add exceptions for existing Services in general release) for more details.

6. *Changes to and Availability of the Online Services*

Microsoft may make commercially reasonable changes to each Online Service from time to time. Microsoft may modify or terminate an Online Service in any country where Microsoft is subject to a government regulation, obligation or other requirement that (1) is not generally applicable to businesses operating there, (2) presents a hardship for Microsoft to continue operating the Online Service without modification, and/or (3) causes Microsoft to believe these terms or the Online Service may conflict with any such requirement or obligation. Microsoft will provide as much advance notice of such modification or termination of an Online Service as reasonably possible. Such commercially reasonable changes will not impact the version of the DPA, Product Terms and/or this Amendment applicable to the Online Service that is subject to the change. If Microsoft terminates an Online Service for regulatory reasons, Customers will receive a credit for any amount paid in advance for the period after termination.