

Data Processing Agreement (DPA)

config.swiss GmbH

Processor: config.swiss GmbH · Fliederweg 8, 4900 Langenthal, Switzerland

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Controller: the respective business customer

Version 1, July 2026

This document is an English translation provided for convenience only. Solely the German version is authoritative and legally binding. In the event of any discrepancy between this English translation and the German version, the German version shall prevail.

This Data Processing Agreement (hereinafter "DPA") supplements the General Terms and Conditions (GTC) of config.swiss GmbH and is referenced by them. It governs the processing of personal data by config.swiss on behalf of the Customer.

1. Parties and Relationship

1.1 The Customer is the **controller** under data protection law for the personal data contained in its system.

1.2 config.swiss is the **processor** and processes personal data exclusively on behalf of the Customer and in accordance with the Customer's documented instructions.

1.3 The Swiss Federal Act on Data Protection (FADP, in particular Art. 9 FADP on processing by processors) is primarily applicable. Where there is an EU connection, the GDPR (in particular Art. 28 GDPR) additionally applies, to the extent applicable.

2. Subject Matter, Purpose and Duration of the Processing

2.1 Subject matter: Operation and provision of the software solution used by the Customer on the config.swiss platform.

2.2 Purpose: config.swiss processes the personal data contained in the Customer's system exclusively for the performance of the contract concluded between the parties.

2.3 Duration: The processing lasts for the term of the underlying contract. After its end, Art. 10 (Deletion) applies.

3. Controller's Right to Issue Instructions

3.1 config.swiss processes the personal data only on documented instructions from the Customer, unless it is required by law to process the data otherwise.

3.2 The instructions are set out in this DPA and in the underlying contract. Further individual instructions shall be issued in an appropriate form (in writing or by e-mail).

3.3 If config.swiss considers an instruction to be unlawful, it shall inform the Customer. It is entitled to suspend implementation of the instruction until the matter has been clarified.

4. Categories of Data Subjects and Personal Data

4.1 The categories of data subjects and of the personal data processed result from the services used by the controller. They may include the following categories (the list is not exhaustive):

- data relating to the controller's employees
- data relating to the controller's customers
- data relating to the controller's partners
- data relating to the controller's suppliers
- the controller's financial data

4.2 Unless otherwise specifically agreed in writing, config.swiss processes exclusively those personal data that the Customer itself enters into the system in the course of using the solution.

5. Obligations of the Processor

5.1 config.swiss shall bind the persons authorised to process the data to confidentiality.

5.2 config.swiss processes the personal data with reasonable care and in accordance with the FADP (and, to the extent applicable, the GDPR).

5.3 config.swiss supports the controller, to the extent reasonable, in complying with its obligations under data protection law (cf. Art. 9).

6. Technical and Organisational Measures (TOM)

6.1 config.swiss takes appropriate technical and organisational measures to ensure data security in accordance with the FADP.

6.2 config.swiss implements in particular the following measures:

- access control (individual access accounts and authorisations; protection against unauthorised access)
- regular data backups

6.3 The measures shall be adapted to the state of the art; the agreed level of protection must not be reduced in the process.

7. Subcontractors / Sub-Processors

7.1 The engagement of subcontractors (sub-processors) in Switzerland or Europe is permitted. config.swiss remains responsible towards the Customer.

7.2 config.swiss shall bind subcontractors to a level of data protection corresponding to this DPA.

8. Disclosure Abroad / Cross-Border Processing

8.1 The processing takes place in Europe or in Switzerland.

8.2 Disclosure to a country without an adequate level of data protection shall only take place in compliance with the requirements of the FADP (or the GDPR, to the extent applicable), in particular through the use of appropriate safeguards.

9. Support of the Controller

9.1 Data subject rights: config.swiss supports the controller, to the extent technically possible and reasonable, in responding to requests from data subjects (access, rectification, deletion, restriction, release of data).

9.2 Data security breaches: config.swiss shall inform the controller of any breach of data security that may lead to a risk for the data subjects. Notification period: without undue delay after becoming aware of the breach. The controller is itself responsible for any notification to the competent supervisory authority.

10. Deletion / Return after the End of the Contract

10.1 Data export and migration are not part of the services and are not owed.

10.2 After the end of the contract, the personal data will be deleted after thirty (30) days, subject to statutory retention obligations.

10.3 Optional export or migration support may be agreed separately and subject to a charge.

11. Audit Rights / Evidence

11.1 config.swiss shall demonstrate compliance with the obligations under this DPA upon request in an appropriate form (e.g. by providing information or available evidence).

11.2 Audits by the controller are permitted subject to reasonable advance notice, during business hours and without disproportionate disruption to operations.

11.3 config.swiss may make an audit conditional upon the signing of an appropriate confidentiality agreement. If an auditor engaged by the controller is in a competitive relationship with config.swiss, config.swiss may reject that person and propose a neutral person.

12. Liability

12.1 Liability is governed by the liability provisions of the GTC (Art. 10 therein), unless mandatory data protection law provides otherwise.

13. Final Provisions

13.1 Precedence: In the event of contradictions between this DPA and the GTC, the provisions of this DPA prevail in matters of data protection law.

13.2 Applicable law: Swiss law.

13.3 Place of jurisdiction: Langenthal, Canton of Bern (in accordance with the GTC).

13.4 Authoritative language: German.