

Pfäffikon, .....2024

## Data processing agreement (DPA)

Mesdames and Messieurs

Please, fill-in data processing agreement for us, and return it to [orders@glipac.ch](mailto:orders@glipac.ch)

If you have any questions, do not hesitate to ask us.

Kind Regards,

Peter Leuzinger

eSupport@globalipaction.ch

## Data processing agreement

Between

**(customer)**

(client, Responsible)

and

Peter Leuzinger  
global IP action AG  
Bahnhofstrasse 3  
8808 Pfäffikon SZ

(Order processor)

## Content

1	Subject matter of the agreement	3
2	Definitions	3
3	Processing of data of the controller	4
4	Confidentiality; personnel of the processor	4
5	Security measures	5
6	Involvement of sub-processors	5
7	Rights of data subjects; co-operation	5
8	Data protection violations	6
9	Deletion and return of data of the controller	6
10	Audits	6
11	Liability; indemnification	7
12	Duration and termination	7
13	Final provisions	7
14	Signatures	7
1.1	Responsible party	8
1.2	Processor	8
	Appendix 1: Services to be provided by global IP action AG	8
	Appendix 2: Description of data processing	8
	Appendix 3: Sub-processors	8
	Appendix 4: Supplementary agreement on responsibilities and delimitations	9
	Appendix 5: Technical and organizational measures	9
	Appendix 6: Contact details of sample company and global IP action AG	9

### 1. Subject of the agreement

global IP action AG operates a domain ERP for the customer for the centralized, secure administration of the domain name portfolio, the DNS infrastructure and the SSL certificates, and in this context is responsible for these services as set out in Annex 1 to Annex 6.

These annexes form part of this order processing agreement (ADV):

Annex 1: Services to be provided by global IP action AG

Annex 2: Description of data processing Annex 3: Sub-processors Annex 4: Supplementary agreement on responsibilities and delimitations Annex 5: Technical and organizational measures Annex 6: Contact persons

### 2. Definitions

Meanings. a) The following terms have the following meanings:

i. Applicable data protection laws:

(1) Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation; GDPR),

(2) Swiss Federal Act on Data Protection of 19 June 1992 (SR 235.1) and associated Ordinance (SR 235.11).

ii. Data of the controller:

Personal data processed on behalf of the controller (or a company affiliated with the controller) by or for the processor in connection with the agreed services;

b) Sub-processors:

Any person (other than an employee of the Processor or one of its sub-processors) engaged by or on behalf of the Processor to process data of the Controller in connection with the provision of the Agreed Services. Providers of ancillary services are not considered sub-processors, provided that the data of the controller is not systematically accessed (e.g. maintenance and support providers, telecommunications and postal service providers). In these cases, however, the processor's obligation to ensure appropriate security measures in accordance with Chapter 5 Security Measures of this DPA remains reserved, which must be transferred by the processor to sub-processors.

c) The terms controller, data subject, Member State, personal data, personal data breach, processing (or processing) and supervisory authority shall have the meaning assigned to these terms in the applicable data protection laws.

**3. Processing of data of the controller**

a) With regard to the data of the controller, the controller is a data processor and the processor is a data processor within the meaning of the applicable data protection laws. The processor shall process personal data exclusively on behalf of and in the interests of the controller.

b) The controller is authorized to issue binding instructions to the processor regarding the processing of the controller's data. Such instructions must be issued in text form (including e-mail) or, if necessary, by changing the corresponding settings in the processor's application and documented accordingly. Instructions can be changed or replaced in the same form at any time. Insofar as instructions are recorded in the Processor's systems, these records shall be made available to the Controller upon request.

c) The processor undertakes to

i. To comply with the applicable data protection laws when processing the Controller's data, including all applicable documentation obligations; and

ii. To process the Controller's data only in accordance with the list of services in Annex 1, this DPA and the Controller's instructions and directions, unless the Controller is obliged to process the data differently under applicable law; in this case, the Processor shall inform the Controller as early as possible before the start of the relevant processing, insofar as this is permissible. In this case, the controller shall have the right to terminate the services and this DPA by giving one month's notice in text form. This notice period may be extended by the duration of the repatriation or migration work in accordance with separate agreements, unless the controller waives this right. If the processor would have to begin processing in breach of contract or instructions before this period expires, the parties shall agree on the appropriate procedure for protecting the data of the controller concerned.

d) The Controller hereby instructs the Processor (and authorizes the Processor to instruct any sub-processor) to process the Controller's data.

**4. Confidentiality; personnel of the processor**

a) The processor undertakes to treat all data of the controller as strictly confidential, exercising such care as is necessary to prevent unauthorized access, use or disclosure.

b) The processor undertakes to ensure the reliability of all persons with access to the controller's data and to restrict access to persons who need to process the controller's data in question for the purposes of the main contract. All such persons must be subject to appropriate legal or contractual confidentiality obligations.

b) Der Auftragsbearbeiter unterstützt den Verantwortlichen angemessen, damit dieser seinen eigenen Verpflichtungen zur Aufrechterhaltung geeigneter technischer und organisatorischer Sicherheitsmassnahmen nachkommen kann.

**5. Security measures**

a) The Processor undertakes to take technical and organizational measures to ensure a level of security appropriate to the risk in relation to the Controller's data, in particular to take the measures listed in Annex 5:

Technical and organizational measures. The Processor undertakes to maintain a suitable process to regularly review the effectiveness of the technical and organizational measures and, if necessary, to strengthen them in order to ensure the appropriate security of the Controller's data on a permanent basis.

## 6. Involvement of sub-processors

a) The controller hereby authorizes the processor to commission the following persons with the processing of the controller's data:

- i. Any of the sub-processors listed in Appendix 3: Sub-processors for the services listed therein, and
- ii. Any other Sub-Processor, if engaged in accordance with this Chapter 6 Engagement of Sub-Processors (and any other additional agreements).

b) Prior to the engagement of a new Sub-processor (or an existing Sub-processor for further processing), the Processor shall notify the Controller in text form (email is sufficient) of the identity of the Sub-processor concerned and the details of the processing to be carried out by the Sub-processor.

c) If the controller objects to the proposed appointment in text form within two weeks of receipt of the aforementioned notification, the parties shall seek an alternative acceptable to both parties in good faith. If the parties are unable to agree on an alternative within two months of notification of the objection, the Controller shall have the right to terminate all services for which data of the Controller would be processed by the new sub-processor without incurring any costs. In this case, the processor is obliged to proceed with the data of the controller in accordance with Chapter 9 Deletion and return of data of the controller.

d) With respect to each sub-processor, the processor is obliged to

- i. enter into a written contract with the Sub-Processor which complies with applicable Data Protection Laws and sets out a level of protection at least equivalent to that set out in this DPA and, where applicable, the Main Contract;

- ii. ensure that the sub-processor provides the level of protection required by applicable data protection laws and required by this DPA and, if applicable, the main contract, for the duration of its processing of the Controller's data. Upon request, the controller shall provide appropriate documentation of the sub-processor's audit; and

- iii. provide copies of the agreements with sub-processors to the Controller at the Controller's request (if applicable, excluding confidential information that is not relevant to the requirements of this DPA).

e) The Processor shall take the necessary measures to ensure that each Sub-Processor processes the Controller's Data only in accordance with the requirements of the Main Agreement, if any, the requirements of this DPA and the Controller's instructions. Violations by a sub-processor shall be attributed to the processor.

f) The Controller shall exercise a right of audit pursuant to Chapter 10 Audits vis-à-vis the sub-processors by instructing the Processor to exercise its right of audit vis-à-vis the sub-processor. The controller may request a copy of the audit results from the processor.

- ii. ensure that the sub-processor provides the level of protection required by applicable data protection laws and required by this DPA and, if applicable, the main contract, for the duration of its processing of the Controller's data. Upon request, the controller shall provide appropriate documentation of the sub-processor's audit; and

- iii. provide copies of the agreements with sub-processors to the Controller at the Controller's request (if applicable, excluding confidential information that is not relevant to the requirements of this DPA).

e) The Processor shall take the necessary measures to ensure that each Sub-Processor processes the Controller's Data only in accordance with the requirements of the Main Agreement, if any, the requirements of this DPA and the Controller's instructions. Violations by a sub-processor shall be attributed to the processor.

f) The Controller shall exercise a right of audit pursuant to Chapter 10 Audits vis-à-vis the sub-processors by instructing the Processor to exercise its right of audit vis-à-vis the sub-processor. The controller may request a copy of the audit results from the processor.

## 7. Rights of data subjects; co-operation

a) The processor undertakes to provide appropriate support to the controller in responding to enquiries from data subjects. In particular, the processor is obliged

- i. to inform the Controller without undue delay if the Processor or a sub-processor receives an enquiry from a Data Subject that relates to Data of the Controller; and

ii. respond to requests from data subjects solely in accordance with the Controller's instructions or the requirements of applicable data protection laws (in which case the Processor shall notify the Controller of such requirements in advance).

b) The Processor undertakes to provide the Controller with reasonable assistance in carrying out data protection impact assessments and consultations with supervisory authorities or other competent authorities in relation to the Controller's data.

c) The Processor shall inform the Controller without undue delay to the extent permitted by applicable law,

i. if a supervisory authority contacts the Processor directly in connection with the processing of the Controller's data; and/or

ii. if the Controller's data is affected or at risk of being affected by a seizure, bankruptcy proceedings or a similar event. In the latter case, the processor shall inform any third party involved in such measures (including authorities) that the controller has control over the controller's data.

d) The processor shall only disclose data of the controller to authorities (including courts, administrative and law enforcement authorities) with the prior written consent of the controller or if the processor is legally obliged to do so. If the processor is requested to make such a disclosure, it shall inform the controller immediately, unless it is prohibited from doing so by law.

### **9. Deletion and return of data of the controller**

a) Subject to sections 9 b) and 9 c), the Processor undertakes to delete all copies of the Controller's data and to arrange for the deletion by each sub-processor as soon as the contractual services in connection with which the Controller's data are processed are terminated (completion date), but no later than four weeks after the completion date.

b) Subject to Section 9 c), the Controller may instruct the Processor in text form within two weeks of the Completion Date to provide the Controller with a copy of all Controller Data processed by the Processor or a Subprocessor in a file format reasonably requested by the Controller. Such instruction shall be complied with within four weeks of the Closing Date.

c) The Processor and any Subprocessor shall be entitled to retain Controller Data to the extent required by applicable law, provided that the Processor guarantees the confidentiality of such data and ensures that it is only processed to the extent necessary.

d) The processor undertakes to confirm to the controller in text form within five weeks of the completion date that it has fulfilled its obligations to delete and return the controller's data.

e) Retention rights to data and data carriers of the controller are generally excluded.

### **10. Audits**

The Processor shall, upon request, provide the Controller with all information necessary to demonstrate compliance with this DPA and shall allow the Controller to conduct on-site audits for this purpose or have them conducted by an auditor to carry out audits on site or have them carried out by an auditor for this purpose. The processor shall co-operate appropriately in the audit. Audits shall be conducted with prior notice during normal business hours and without undue disruption to the Processor's business operations. The Controller shall treat the information provided by the Processor in the course of such an audit as confidential, but shall be entitled to disclose this DPA and agreements between the Processor and sub-processors and other information if this is necessary to demonstrate fulfilment of its obligations under data protection law.

### **11. Liability; Indemnification**

Subject to willful or grossly negligent breaches, the parties mutually exclude any liability for breaches of this ADV to the extent permitted by law.

### **12. Duration and termination**

a) This DPA shall enter into force upon its signing or, at the latest, when the Processor has access to the Controller's data for the first time, and shall end upon termination of the contractual services, but in any case at the earliest upon deletion of the Controller's data.

b) The controller shall be entitled to terminate this DPA and the main contract without notice for good cause if the processor seriously breaches the provisions of this DPA, is unable or unwilling to carry out a lawful instruction from the controller or refuses the controller's inspection rights in breach of contract.

**13. Final provisions**

- a) The controller shall be entitled to amend the main contract and/or this DPA with notification in text form at least 30 days in advance, insofar as this is necessary to comply with the applicable data protection laws or a binding order of an authority.
- b) Extraordinary work (e.g. audits at the request of the controller) shall be quoted separately and invoiced in accordance with the offer.

**14. Signatures**

1.1 Responsible person First name Last name: Peter Leuzinger  
Place and date: Pfäffikon, .....2024

First name Last name:  
Place and date:

1.2 Order processor

First name Last name: Peter Leuzinger  
Place and date: Pfäffikon, .....2024  
First name Last name: Marcus Jäger  
Place and date: Pfäffikon, .....2024

**Annex 1: Services to be provided by global IP action AG**

global IP action AG provides data processing services for .....

The services and their characteristics are described at <https://www.globalipaction.ch/services>. The products are listed per customer in the portal <https://domainmgmt.globalipaction.ch/>. Data processing takes place exclusively in the context of the provision of the ordered services and their invoicing.

**Appendix 2: Description of data processing**

Description of the processing and purposes:

- Domain name transfers and zone file transfer from the DNS infrastructure
- SSL certificates possible

The processing and the processing purposes can be found in the product descriptions at <https://www.globalipaction.ch/services>.

The data of the controller is processed, for example, as part of the domain hosting of websites and web applications. The processor provides the resources for data processing. Data processing by the third-party application is not the responsibility of global IP action AG.

Data subjects:

global IP action AG processes personal data exclusively in connection with the services ordered (e.g. billing of services, collection of basic data for the registration of domains, SSLs. etc.). Additional processing purposes must be specifically agreed.

The following categories of personal data of the controller are processed on behalf of and depending on the services ordered:

Customer information in the Dominic ERP:

- Address data of partners and customers
- User account data for access to <https://domainmgmt.globalipaction.ch/> (surname, first name, function in the company, telephone number, email address, usage options of the Dominic ERP, domain policies)
- Contact details of partners and customers (first name, surname, email address, telephone number)

- Surfing data: this is recorded in anonymized form. Settings that cancel this are only made by the person responsible and are not the responsibility of global IP action AG.

No particularly sensitive personal data is processed. Otherwise, these are identified separately by the controller.  
 Special categories of personal data (particularly sensitive personal data):

The following categories of personal data of the controller are processed:

- None (as specified by the controller)

Transmission of data abroad by global IP action AG:

- No data is transferred abroad

Duration of data storage

- Short-term (less than 1 month)

Retention periods of the backup data:

Standard: Daily backups - at least 30 days back.

Other retention periods are possible by mutual agreement.

Competent authority(ies):

The transfer takes place from Switzerland: The Federal Data Protection and Information Commissioner (FDPIC) is responsible.

### Annex 3: Sub-processors

The Processor is authorized to appoint or continue to appoint the following sub-processors in relation to the following services:

Sub-processor Role and services concerned Type and category of personal data concerned Location and duration of data retention:

- CoreHub, gTLD, ngTLDs, and some ccTLDs Registration / Renewal, Geneva, Switzerland - until cancelled

- CentralNIC, geo-TLDs (.de.com, etc.), .au, .com.au, and others, London, England - until cancelled

- Tucows/Ascio Group, Toronto, Canada - ccTLDs - until cancelled

- No subcontractors are used for the services .ch; .li; .de and are purchased directly from SWITCH, Zurich; and DENIC, Germany. - DigiCert, USA

- Sectigo,

### Appendix 4: Supplementary agreement on responsibilities and delimitations

If the overall service is provided by several providers (e.g. global IP action AG provides the infrastructure and performs the backup, a third-party provider is responsible for the installed application), then each service provider must fulfil the regulatory, organizational and technical requirements for its area of responsibility.

It is hereby stipulated that there is no collective liability in the event of defects or breaches of contract and that only the party responsible is held liable; e.g. the infrastructure operator is liable for faulty operating infrastructure or the application developer can be held liable for defects in the application. The responsible party ensures that all parties involved sign an ADV and assume responsibility for their part.

### Appendix 5: Technical and organizational measures

In order to ensure a level of security appropriate to the risk in relation to the Controller's data, the Processor shall, without prejudice to any additional agreements, take at least the following technical and organizational measures.

Measure, including relevant certifications, and specific description of the measure; data processing concerned:

- Abusix monitoring of our email infrastructure

- Hetrix tools for monitoring our own DNS servers

- Qualys for monitoring DNS servers, including external ones

The customer infrastructure is embedded in the overall infrastructure of global IP action AG in accordance with the respective project requirements.

A brief description of global IP action AG can be found at <https://globalipaction.ch/ueber-uns/> The data categories listed under Appendix 2: Description of data processing

**Appendix 6: Contact details global IP action AG and [REDACTED]**

On the part of the controller, the following persons are responsible for questions in connection with data protection and this DPA.

Main person:

Surname, first name: .....  
Function: .....  
Telephone number: .....  
Mobile phone number: .....  
E-mail address: .....  
Substitute: .....  
Surname, first name: .....  
Position: .....  
Telephone number: (office hours) .....  
Mobile phone number: . .....  
E-mail address: .....

On the part of global IP action AG, the following persons are responsible for questions in connection with data protection and this DPA.

Main person:

Surname, first name: Leuzinger, Peter  
Function: Management CEO  
Telephone number: 055 420 11 12  
Mobile phone number: 079 .....  
E-mail address: p.leuzinger@globalipaction.ch / frage@globalipaction.ch

Deputy:

Surname, first name: Jäger, Marcus  
Function: CTO & Support  
Telephone number: 055 420 11 14  
Mobile number: 079 .....  
E-mail address: m.jaeger@globalipaction.ch

Team-Members in Support: [K.Lemmer@globalipaction.ch](mailto:K.Lemmer@globalipaction.ch) / [eSupport@globalipaction.ch](mailto:eSupport@globalipaction.ch)