General Terms and Conditions for Data Processing (DPA Terms)
Canon (Switzerland) Ltd

1. General

1.1 These General Terms and Conditions apply to contractual relationships between Canon (Switzerland) AG (hereinafter "Canon", "Contractor") and the contractual partner (hereinafter also "Customer" or "Controller") in a business context. They are incorporated into the contract (hereinafter the "Main Agreement") by explicit reference in the agreement and/or order confirmation or by any other means.

1.2 These General Terms and Conditions specify the data protection obligations of the contracting parties arising in connection with the deliveries and services described in the Main Agreement. They apply to all activities related to the Main Agreement in which employees of the Contractor or persons commissioned by the Contractor process personal data ("Data") on behalf of the Customer. They supplement and are subordinate to Canon's General Terms and Conditions, available at https://de.canon.ch/agb/.

2. Subject Matter, Type, Purpose and Duration of Processing

2.1 The legal basis, subject matter, duration, type and purpose of processing, categories of personal data, and categories of data subjects are determined by the Main Agreement, these Data Processing Terms, and Appendix A to these Terms.

2.2 These Data Processing Terms apply for the duration of Canon's actual provision of data protection-relevant services under the Main Agreement, unless these Terms establish obligations extending beyond that period.

3. Scope and Responsibility

3.1 Canon processes personal data on behalf of and in accordance with the instructions of the contractual partner. This includes activities specified in the Main Agreement and its annexes. Within this framework, the contractual partner is solely responsible for compliance with applicable data protection laws, in particular for the lawfulness of transferring data to the Contractor and for the lawfulness of the processing itself ("Controller" within the meaning of Art. 5(j) FADP and Art. 4(7) GDPR).

3.2 The initial instructions are defined in the Main Agreement. Thereafter, the contractual partner may amend, supplement, or replace these instructions in writing or electronic text form by issuing individual instructions to the contact point designated by Canon. Instructions not provided for in the Main Agreement shall be treated as requests for changes to services. Oral instructions must be confirmed without delay in writing or text form.

4. Canon's Obligations

4.1 Canon may process personal data only within the scope of the assignment and according to the Customer's instructions, unless an exception under applicable data protection law applies. Canon shall promptly inform the contractual partner if it believes an instruction violates applicable law. Canon may suspend implementation of such instruction until it is confirmed or amended by the contractual partner.

4.2 Canon shall organize its internal operations to meet the specific requirements of data protection. Canon shall implement appropriate technical and organizational measures to protect the Customer's data in accordance with Article 8 FADP and Article 32 GDPR. These measures shall ensure the confidentiality, integrity, availability, and resilience of processing systems and services. Information on the measures will be provided upon request. The Customer remains responsible for determining whether these measures provide an appropriate level of protection for the risks involved. Canon reserves the right to modify security measures provided that the agreed level of protection is maintained.

4.3 Where agreed, Canon shall support the Customer, within its capabilities, in responding to requests and claims by data subjects under applicable data protection laws and in complying with obligations under Articles 33–36 GDPR.

4.4 Canon ensures that employees and other persons acting on its behalf are prohibited from processing Customer data outside the scope of instructions. Authorized persons are bound by confidentiality obligations or equivalent statutory duties of secrecy. These obligations survive termination of the contract.

4.5 Canon shall promptly notify the contractual partner of any personal data breach affecting the Customer's data. Canon will take appropriate measures to secure the data and mitigate possible adverse consequences for affected individuals and will coordinate with the Customer without delay.

4.6 Canon shall designate a contact person for data protection matters arising under the contract.

4.7 Canon shall maintain procedures for regularly reviewing the effectiveness of technical and organizational measures to ensure the security of processing.

4.8 Upon instruction from the Customer and against separate remuneration, Canon shall correct or delete the contractual data where covered by the Customer's instructions. If compliant deletion or restriction of processing is not possible, Canon shall securely destroy data carriers or other materials or return them to the Customer, unless otherwise agreed. Special retention or handover requirements must be separately agreed.

4.9 If a data subject asserts claims against the Customer under applicable data protection laws, Canon shall support the Customer, within reasonable limits, in defending against such claims.

5. Rights and Obligations of the Contractual Partner

5.1 The contractual partner shall immediately and comprehensively inform Canon of any errors or irregularities concerning data protection regulations identified in connection with Canon's services.

5.2 If a data subject asserts claims against the contractual partner, section 4.9 shall apply accordingly.

5.3 The contractual partner shall designate a contact person for data protection matters arising under the contract.

6. Requests by Data Subjects

If a data subject contacts Canon requesting rectification, deletion, or access to personal data, Canon shall refer the individual to the contractual partner where the partner can be identified. Canon shall forward the request without delay. Canon shall support the contractual partner to the extent agreed and within its capabilities. Canon accepts no liability where the contractual partner fails to respond correctly or in a timely manner.

7. Audit Rights

7.1 Canon shall demonstrate compliance with the data protection obligations set out herein through appropriate means.

7.2 Where inspections by the contractual partner or its auditor are required, such inspections shall be conducted at the partner's expense during normal business hours, without disrupting business operations, and with reasonable advance notice. Canon may require prior notice and execution of confidentiality agreements concerning other customers' data and implemented security measures. Canon may object to auditors who are competitors of Canon. Costs incurred by Canon due to the inspection shall be borne by the contractual partner.

7.3 The same principles apply to inspections conducted by supervisory authorities, except where confidentiality obligations already apply to the authority by law.

8. Subprocessors

8.1 The use of subprocessors is permitted only with the prior consent of the contractual partner.

8.2 A subprocessor relationship exists when Canon engages another contractor to perform all or part of the contracted services. Canon shall enter into appropriate agreements with such third parties to ensure adequate data protection and information security measures.

8.3 Providers of ancillary services supporting contract performance, such as telecommunications, consumables supply, cleaning, or disposal services, are not considered subprocessors. Canon shall nevertheless conclude appropriate agreements with such providers to protect Customer data.

8.4 Where Canon appoints subprocessors performing more than ancillary services, Canon shall pass on its data protection obligations under this agreement to the subprocessor.

8.5 Canon shall inform the contractual partner of any intended addition or replacement of subprocessors. The contractual partner may object within 14 days of receiving such notice. Approval may not be unreasonably withheld.

9. Liability, Information Obligations, Written Form, Governing Law

9.1 The liability provisions of the applicable Main Agreement shall apply.

9.2 If Customer data in Canon's possession is endangered by seizure, attachment, insolvency proceedings, or actions by third parties, Canon shall immediately inform the contractual partner and notify all relevant parties that ownership and control of the data remain exclusively with the contractual partner as Controller.

9.3 Any amendments or additions to these Terms and their annexes must be made in writing, including electronic text form, and must expressly state that they constitute an amendment or supplement to these Terms.

9.4 In the event of conflicts, these Data Processing Terms take precedence over the Main Agreement. Otherwise, they supplement and are subordinate to Canon's General Terms and Conditions. If individual provisions are invalid, the remainder shall remain in force.

Version dated: 30.10.2026

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Anhang A zu den Allgemeinen Geschäftsbedingungen Auftragsverarbeitung

Processing Activity:	**Purpose of processing:**	**Categories of personal data:**	**Categories of data subject:**	**Deletion of Data:**	**Approved Subprocessors:**
1. Pre-installation of printing systems and multifunction devices.	Files required for pre-installation are transferred electronically to Canon via a tool provided by Canon (Secure File Transfer or another encrypted transfer method). Data may also be transmitted to a subcontractor through this process. The contractor/subcontractor stores the data within a secure network and uploads it electronically onto the devices covered by the contract. Afterwards, the data is deleted from the contractor's/subcontractor's storage location. The devices are then delivered to the customer.	Employee data Address data Telecommunications data IP addresses Cost center information	Employees of the customer	Responsibility of the customer.	• **BIG AI's AG**, Chriesbaumstrasse 6., 8604 Volketswil • **Nippon Express (Netherlands) BV**, Bosporusstraat 10, 3199 LJ Maasvlakte, Rotterdam, Niederlande
2. Deletion of personal data after return of printing systems/multifunction devices.	The storage media of the contracted devices are erased by the subcontractors using data deletion software or the system's built-in deletion routines.	No direct access to data.	No direct access to data	n/a	• **BIG AI's AG,** Chriesbaumstrasse 6., 8604 Volketswil
3. Provision of Therefore Online Cloud Services, including related hosting, maintenance, support services, and other professional services.	Transferred personal data is processed in accordance with the agreement governing the provision of Therefore Online Cloud Services, including login functionality and document archiving.	Depending on the use of the service.	Users and tenant administrators of the Therefore Online Cloud Services	Responsibility of the customer.	• **Canon Europa N.V.**, Bovenkerkerweg 59, 1185 XB Amstelveen, Niederlande • **Therefore Corporation GmbH**, Wiener Strasse 2/2, 2340 Moedling, Austria

Processing Activity:	Purpose of processing:	Categories of personal data:	Categories of data subject:	Deletion of Data:	Approved Subprocessors:
4. Provision of Scan2X Online Cloud Services, including related hosting, maintenance, support services, and other professional services.	Transferred personal data is processed in accordance with the agreement governing the provision of Scan2X Online Cloud Services, including login functionality and document digitization.	Depending on the use of the service.	Users and tenant administrators of the Scan2X Online Cloud Services	Responsibility of the customer.	• **Canon Europa N.V.**, Bovenkerkerweg 59, 1185 XB Amstelveen, Netherlands • **Avantech Software**, Avantech Building, St Julians Road, San Gwann SGN2804, Malta
5. Remote Services Support for SaaS solutions.	Data processing in connection with the provision of remote support and implementation services where Canon is granted access to personal data within the customer's infrastructure.	Depending on the individual support or implementation service.	Depending on the individual support or implementation service.	Responsibility of the customer.	• **Canon Europa N.V.**, Bovenkerkerweg 59, 1185 XB Amstelveen, Netherlands
6. eMaintenance Suite – Data Backup Service (DBS)	The Data Backup Service (DBS) regularly creates backups of configuration settings (e.g., address books, settings/registrations) and information from installed MEAP applications that are stored on the device hard drive and saves them on a cloud server. In the event of a hard drive failure, data can be restored quickly, significantly reducing system downtime.	Depending on the use of the service.	Depending on the use of the service.	Backup data is deleted after termination of the contract.	• **Canon Europa N.V.**, Bovenkerkerweg 59, 1185 XB Amstelveen, Niederlande • **Canon Inc.**, 30-2 Shimomaruko 3 chome, Ohata-ku, Tokyo 146-8501, Japan • **Amazon Web Services** (Japan G.K.) 3-1-1, Kamiosaki Meguro Central Square Shinagawa-ku, Tokyo, 141-0021 - AWS cloud storage – Frankfurt, Germany
7. eMaintenance Suite - Installation Support Service (ISS)	ISS is a cloud service designed to increase the efficiency of system installation activities such as device firmware and software installation. It enables automated deployment during on-site installation by creating	Depending on the use of the service.	Depending on the use of the service.	Installation data is deleted after termination of the contract.	• **Canon Europa N.V.**, Bovenkerkerweg 59, 1185 XB Amstelveen, Niederlande • **Canon Inc.**, 30-2 Shimomaruko 3 chome, Ohata-ku, Tokyo 146-8501, Japan • **Amazon Web Services** (Japan G.K.) 3-1-1, Kamiosaki Meguro

	an installation template for the target device through the ISS portal.				Central Square Shinagawa-ku, Tokyo, 141-0021 - AWS cloud storage – Frankfurt - Germany
8. Provision of Services on the customer's Premises	Provision of services on the customer's premises in accordance with the Main Agreement. The Contractor shall provide the services in accordance with the commissioned services and the access rights granted for this purpose, including in particular: - Print, Copy and Output Management Services (Printroom Services) - Document and Mailroom Services (Mailroom Services).	Depending on the agreed contractual services and the access rights granted by the customer.	Depending on the agreed contractual services and the access rights granted by the customer.	Responsibility of the customer.	