> Translation. Only the German version is legally binding.

Annex 1: Data processing agreement (DPA)

Art. 9 FADP · Part of the roaadent SaaS contract · Version 10/2026 · Last updated: 25 October 2026

As a practice, you are the controller for the patient data (Art. 5 lit. j FADP). We are your processor (Art. 5 lit. k FADP). In matters of data protection, this agreement takes precedence over the GTC roaadent.

1 Subject matter

1.1 We process personal data exclusively in order to provide roaadent in accordance with the contract, including set-up, data takeover, hosting, data backup, support, remote maintenance, SMS sending and transmission to third-party providers that you have activated.

Item	Content
Data subjects	Patients and their representatives, invoice recipients, your employees, referring professionals, laboratories and insurers
Categories of data	Master, contact and insurance data including AHV number (Swiss old-age and survivors' insurance number), where necessary for billing; appointment, medical history, findings and treatment data; X-ray and image data; invoice data; communication data; user and log data
Sensitive personal data	Health data (Art. 5 lit. c no. 2 FADP), which is subject to professional secrecy (Art. 321 SCC)
Place of processing	exclusively Switzerland (Infomaniak Network SA, data centres in Switzerland); further details in Annex 1b
Duration	Term of the contract and the period under clause 13 of the GTC

2 Your responsibility

2.1 You are responsible for the lawfulness of the processing, in particular for informing your patients (Art. 19 FADP), for required consents and for safeguarding the rights of the data subjects.

2.2 By signing the contract document you confirm that you have taken note of the details on data location, sub-processors and remote maintenance in Annex 1b. We are happy to answer questions on this.

3 Our obligations

3.1 We process the data only on your documented instructions. The following count as instructions: the contract, your settings in roaadent and the activation of interfaces and SMS. If we consider an instruction to be unlawful, we inform you.

3.2 Access to patient data is granted only to employees of Schweizerpunkt GmbH who need it for their task and are bound in writing to confidentiality, with reference to Art. 321 SCC and Art. 62 FADP. Access takes place exclusively from Switzerland.

3.3 We implement the technical and organisational measures under Annex 1a (Art. 8 FADP, Art. 1 to 3 DPO and Art. 4 and 5 DPO, where applicable) and adapt them to the state of the art without lowering the level of protection.

3.4 We support you with requests of data subjects concerning the right of access, rectification, erasure and data portability (Art. 25 and 28 FADP) and with data protection impact assessments. We charge effort not attributable to us according to the price list.

3.5 We report a data security breach to you as quickly as possible with the information available (Art. 24 para. 3 FADP). The notification to the FDPIC and informing the data subjects are your responsibility; we support you in this.

4 Sub-processors

4.1 You approve the sub-processors listed in Annex 1b. We announce new or changed sub-processors at least 30 days in advance. If you have legitimate objections under data protection law and we find no solution, you may terminate the contract effective on the date of the change. We refund prepaid fees proportionally.

4.2 We bind sub-processors to equivalent data protection obligations. Third-party providers that you yourself use through interfaces are not our sub-processors.

4.3 Schweizerpunkt GmbH remains responsible to you for the performance of services by sub-processors in accordance with the contract.

5 Data location and abroad

5.1 Your data is stored, backed up and processed exclusively in Switzerland. No disclosure abroad takes place.

5.2 Remote maintenance connections are established via AnyDesk. The connection is end-to-end encrypted; AnyDesk Software GmbH merely brokers it and has no access to the content transmitted (Annex 1b).

6 Evidence, end and liability

6.1 On request we demonstrate compliance with this agreement to you with suitable documents. An on-site audit is possible once a year after 30 days' prior notice, at your expense and without disrupting operations. Data centres of sub-processors are excluded from this; for these we make the operator's evidence available (e.g. ISO 27001 certificate).

6.2 Clause 13 of the GTC applies to the release and deletion of data after the end of the contract.

6.3 Liability is governed by clause 10 of the GTC.

Annex 1a: Technical and organisational measures (TOMs)

Confidentiality

- Data centres exclusively in Switzerland (Infomaniak Network SA, certified under ISO 27001) with access control and monitoring
- Own server environment separate from other customers; test environments only with invented test data
- Encrypted transmission between end device and server (TLS)
- Encryption of the servers' data carriers
- Personal user accounts, roles and permissions based on the principle of least privilege
- Administrative access to the servers only for authorised employees of Schweizerpunkt GmbH, only from Switzerland: restricted via the firewall to approved addresses and with authentication at network level, remote maintenance only via a secured support workstation

Integrity

- Logging of administrative logins and changes on the servers
- Logging in the application under Art. 4 DPO
- Encrypted transmission to interfaces and to the SMS provider

Availability

- Daily encrypted data backup on a separate storage in Switzerland, retention at least 30 days; restore test at least once a year
- Firewall, monitoring of the systems and prompt installation of security updates

Organisation

- Written confidentiality undertaking of all persons with access to patient data, with reference to Art. 321 SCC
- Record of the granting and withdrawal of access; defined procedure for security incidents
- Careful selection and contractual obligation of the sub-processors

Annex 1b: Sub-processors and data locations

Sub-processor	Service	Location	Basis
Infomaniak Network SA, Geneva (CH)	Hosting, data backup, protected upload link for data takeovers	Switzerland	Data processing agreement (DPA); no disclosure abroad
F24 Schweiz AG (eCall), Wollerau (CH)	Sending of SMS; Swiss mobile numbers via Swiss mobile network operators	Switzerland	Data processing agreement (DPA); no disclosure abroad
AnyDesk Software GmbH, Stuttgart (DE)	Brokering of end-to-end encrypted remote maintenance connections, without access to content and without storage	Germany	Adequate level of data protection (Annex 1 DPO); agreement under Art. 28 GDPR