

## SWISS ADDENDUM TO AWS DATA PROCESSING ADDENDUM

This Swiss Addendum (this “**Swiss Addendum**”) supplements the AWS Data Processing Addendum available at <https://d1.awsstatic.com/legal/aws-dpa/aws-dpa.pdf>, or other agreement between Customer and AWS governing the processing of Customer Data (the “**DPA**”). This Swiss Addendum applies when the FDPA applies to Customer’s use of the Services to process Swiss Customer Data. Unless otherwise defined in this Swiss Addendum, all capitalised terms used in this Swiss Addendum will have the meanings given to them in the DPA.

**1. Applicability.** Except as otherwise set out in this Swiss Addendum, the terms of the DPA will apply to Customer’s use of the Services to process Swiss Customer Data and all references to (i) “GDPR” will be replaced by “FDPA”, (ii) “Third Country” will be replaced by “Swiss Third Country”, and (iii) “Customer Data” will be replaced with “Swiss Customer Data”.

**2. Transfers of Swiss Customer Data.** When this Swiss Addendum applies, Sections 12.2 (“Application of Standard Contractual Clauses”) and 12.3 (“Alternative Transfer Mechanism”) of the DPA will not apply, and the following Sections will apply:

**“12.2 Application of Standard Contractual Clauses.** Subject to Section 12.3, the Standard Contractual Clauses will only apply to Swiss Customer Data that is transferred, either directly or via onward transfer, to any Swiss Third Country, (each a “**Swiss Data Transfer**”).

**12.2.1** When Customer is acting as a controller, the Controller-to-Processor Clauses will apply to a Swiss Data Transfer.

**12.2.2** When Customer is acting as a processor, the Processor-to-Processor Clauses will apply to a Swiss Data Transfer. Taking into account the nature of the processing, Customer agrees that it is unlikely that AWS will know the identity of Customer’s controllers because AWS has no direct relationship with Customer’s controllers and therefore, Customer will fulfil AWS’s obligations to Customer’s controllers under the Processor-to-Processor Clauses.

**12.2.3** The following is deemed added to Annex III (Additional Clauses) of the Standard Contractual Clauses in case of a Swiss Data Transfer:

(i) Where the Clauses refer to Member States, they shall be read to refer to Switzerland.

(ii) Where the Clauses refer to applicable data protection law or the GDPR, they shall be read to refer to the FDPA.

(iii) The reference to the courts of the Member State in Clause 18 (c) shall be read to refer to the Swiss courts for the place where the data subject has his/her habitual residence.

(iv) In accordance with Clause 13, the reference to the competent supervisory authority in Annex I.C. shall be read to refer to the Swiss Federal Data Protection and Information Commissioner.

**12.3 Alternative Transfer Mechanism.** The Standard Contractual Clauses will not apply to a Swiss Data Transfer if AWS has adopted Binding Corporate Rules (as recognized under the FDPA) for Processors or an alternative recognised compliance standard for lawful Swiss Data Transfers.”

3. **Definitions.** The following capitalised terms used in this Swiss Addendum have the meaning given to them below:

“**FDPA**” means the Swiss Federal Data Protection Act including its implementing ordinances (Bundesgesetz über den Datenschutz), or any succeeding Swiss data protection law.

“**EEA**” means the European Economic Area. For purposes of this Swiss Addendum, the EEA also includes Switzerland.

“**Swiss Customer Data**” means the “personal data” (as defined in the FDPA) that is uploaded to the Services under Customer’s AWS accounts.

“**Swiss Third Country**” means a country outside Switzerland not recognised under the FDPA as providing an adequate level of protection for personal data.”

4. **Entire Agreement; Conflict.** Except as supplemented by this Swiss Addendum, the DPA (if applicable) and the Agreement will remain in full force and effect. Where both this Swiss Addendum and the DPA apply to a processing activity, both will apply concurrently. This Swiss Addendum, together with the DPA and the Agreement: (a) is intended by the parties as a final, complete and exclusive expression of the terms of their agreement, and (b) supersedes all prior agreements and understandings between the parties with respect to the subject matter hereof.