

Data Processing Agreement (DPA)

Last updated: 09 September 2025

1. Parties & Roles

Controller: the Customer as defined in the End User License Agreement (EULA). **Processor:** Strahberger Organisationsentwicklung (operating as "CEEQ.IT").

2. Subject matter & duration

Processing of personal data in the provision of the CEEQ.IT SaaS for the term of the subscription and as further required for offboarding obligations.

3. Nature & purpose; data categories; data subjects

- **Nature/Purpose:** hosting and processing workspace content (tasks, comments, sprint data); account/support operations.
- **Categories:** identification data (business contact), content entered by Users; no special categories intended.
- **Data subjects:** Customer's employees/contractors and authorized users.

4. Processor obligations

- Process personal data only on **documented instructions** of Controller.
- Ensure confidentiality and train authorized personnel.
- Implement and maintain **technical and organizational measures (TOMs)** (Annex A).
- Assist Controller with data subject requests, security, DPIAs and consultations as appropriate.
- Notify Controller **without undue delay** after becoming aware of a personal data breach.
- Make available information necessary to demonstrate compliance and allow audits as agreed (e.g., reports/certifications).

5. Sub-processors

Processor may engage sub-processors listed in our Sub-processors document. Processor will notify Controller of changes and allow reasonable objection, in which case Processor and Controller will work in good faith toward a solution.

6. International transfers

Where personal data is transferred to countries without adequacy, Processor will implement appropriate

safeguards such as the **2021 EU Standard Contractual Clauses** (and UK addendum if applicable) with transfer risk assessments.

7. Return & deletion at end of services

At the **choice of the Controller**, Processor shall **delete or return** personal data after the end of the provision of services, subject to legal retention. **Returns** follow the End User License Agreement (EULA) Section 3.4 (Minimal-Variante A: values-only, no schemas/keys; commercially reasonable manner available in the Service). Data deletion will be completed within 30 days of termination unless otherwise instructed by Controller or required by law.

8. Liability & precedence

Liability follows the End User License Agreement (EULA). In case of conflict between the DPA and the EULA regarding data protection, this DPA prevails.

Annex A — Technical & Organizational Measures (summary)

- Encryption in transit (TLS) and at rest; key management via platform capabilities.
- Access control (RBAC, least privilege), MFA for administrative access.
- Logging/monitoring; vulnerability management; change management.
- Backup & restore; geo-redundancy per Customer region; regular recovery tests.
- Secure software development practices; segregation of environments.
- Incident response playbooks; breach notification process.

Company Information

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