

DORA Article 30 – Key contractual provisions

NO.	REQUIREMENT REFERENCE	DESCRIPTION	REFERENCE TO HYPR AGREEMENTS	HYPR ANALYSIS
Form of contract				
1.	Article 30(1)	The rights and obligations of the financial entity and of the ICT third-party service provider shall be clearly allocated and set out in writing. The full contract shall include the service level agreements and be documented in one written document available to the parties on paper, or in a document with another downloadable, durable and accessible format.	Terms of Service Data Processing Addendum Service Level Agreement DORA Addendum	The respective rights and obligations of the parties are set out in writing in the HYPR Terms of Service and Service Level Agreements.
Services and service levels				
2.	Article 30(2)(a)	The contractual arrangements on the use of ICT services shall include a clear and complete description of all functions and ICT services to be provided by the ICT third-party service provider.	Terms of Service Data Processing Addendum DORA Addendum	The contracted services are described in the Ordering Document and in the relevant Service Descriptions.
3.	Article 30(2)(e)	The contractual arrangements on the use of ICT services shall include service level descriptions, including updates and revisions thereof.	Terms of Service Data Processing Addendum Service Level Agreement DORA Addendum	Service level agreements are set out in the Service Level Agreements.
4.	Article 30(3)(a)	The contractual arrangements on the use of ICT services supporting critical or important functions shall include full service level descriptions, including updates and revisions thereof with precise quantitative and qualitative performance targets within the agreed service levels to allow an effective monitoring by the financial entity of ICT services and enable appropriate corrective actions to be taken, without undue delay, when agreed service levels are not met.	Terms of Service Data Processing Addendum Service Level Agreement DORA Addendum	The description of the services, service levels and remedies are set forth in the Terms of Service and the DORA Addendum
Monitoring and notification				

5.	Article 30(3)(b)	The contractual arrangements for the provision of critical or important functions shall include notice periods and reporting obligations of the ICT third-party service provider to the financial entity, including notification of any development that might have a material impact on the ICT third-party service provider's ability to effectively provide the ICT services supporting critical or important functions in line with agreed service levels.	Terms of Service Data Processing Addendum Service Level Agreement DORA Addendum	The DORA Addendum, Data Processing Addendum and Terms of Service provide for notice reporting and call for disclosure of items which may have a material impact on HYPR's ability to provide the ICT services.
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Termination

6.	Article 28(7)	<p>Financial entities shall ensure that contractual arrangements on the use of ICT services may be terminated in any of the following circumstances:</p> <ul style="list-style-type: none"> significant breaches by the ICT third-party service provider of applicable laws, regulations or contractual terms; circumstances identified throughout the monitoring of ICT third-party risk that are deemed capable of altering the performance of the functions provided through the contractual arrangement, including material changes that affect the arrangement or the situation of the ICT third-party service provider; ICT third-party service provider's evidenced weaknesses pertaining to the overall ICT risk management and in particular in the way it ensures the availability, authenticity, integrity and confidentiality of data, whether personal or otherwise sensitive data, or non-personal data; <ul style="list-style-type: none"> where the competent authority can no longer effectively supervise the financial entity as a result of the conditions of, or circumstances related to, the respective contractual arrangement 	Terms of Service Data Processing Addendum Service Level Agreement DORA Addendum	<p>A customer has the right to terminate if HYPR breaches a material term of the service contract and fails to correct the breach within 30 days.</p> <p>The DORA Addendum gives a customer the right to terminate cloud services on 30 days' written notice if:</p> <ul style="list-style-type: none"> if a competent authority instructs Customer to terminate the Agreement or relevant part thereof; if, during a monitoring of HYPR's performance, the Customer identifies a material issue that is deemed capable of altering HYPR's performance of the Critical Services causing a material interruption or reduction in quality of the Critical Services under the Agreement; where the Customer has documented evidence of material weaknesses pertaining to the overall ICT risk management of HYPR and in particular how HYPR ensures the availability, authenticity, integrity, and confidentiality of Customer Data; Where HYPR subcontracts a Critical Service
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				<p>in violation of the terms of this DORA Addendum or HYPR implements material changes to subcontracting arrangements for Critical Services despite the objection of the Customer as referred to in Section 5.4;</p> <ul style="list-style-type: none"> o In the event a subcontractor enters into insolvency proceedings and Customer is unable to continue to receive the Critical Services (or an alternative equivalent) related to the Agreement without material interruption or reduction in quality of the Critical Services.
7.	Article 30(2)(h)	The contractual arrangements on the use of ICT services shall include termination rights and related minimum notice periods for the termination of the contractual arrangements, in accordance with the expectations of competent authorities and resolution authorities.	Terms of Service Data Processing Addendum Service Level Agreement DORA Addendum	The notice periods applicable to termination of the services are set out in Section 13 of the Terms of Service and Section 7 of the DORA Addendum.
8.	Article 30(3)(f)	<p>The contractual arrangements for the provision of critical or important functions shall include exit strategies, in particular the establishment of a mandatory adequate transition period:</p> <ul style="list-style-type: none"> • during which the ICT third-party service provider will continue providing the respective functions or ICT services with a view to reducing the risk of disruption at the financial entity or to ensure its effective resolution and restructuring; • allowing the financial entity to migrate to another ICT third-party service provider or change to in-house solutions consistent with the complexity of the service provided. 	Terms of Service Data Processing Addendum Service Level Agreement DORA Addendum	Section 7.2 of the DORA Addendum states that HYPR will cooperate regarding the provision of transition assistance services.

Subcontracting

9.	Article 30(2)(a)	The contractual arrangements on the use of ICT services shall indicate whether subcontracting of an ICT service supporting a critical or important function, or material parts thereof, is permitted and, if so, the conditions applying to such subcontracting.	Terms of Service Data Processing Addendum Service Level Agreement DORA Addendum	<p>Section 5.2 of the DORA Addendum contains a general written authorization for HYPR to engage HYPR affiliates and third party subprocessors as necessary to assist in the performance of the services. If HYPR subcontracts any of its obligations under the Services contracts:</p> <ul style="list-style-type: none"> ○ it will enter into a written agreement with the subcontractor reflecting, to the extent required based on the specific role of the subcontractor, obligations that are consistent with HYPR's obligations under the relevant terms of the services agreement ○ any such subcontracting will not diminish HYPR's responsibility towards the customer under the Services Agreement, and ○ HYPR will provide appropriate governance and oversight of the subcontractor's performance. <p>Section 4 of the DPA contains a general written authorisation for HYPR to engage HYPR affiliates and third party subprocessors as necessary to assist in the performance of the services. That same section also confirms that those entities will be subject to the same level of data protection and security as HYPR under the terms of</p>
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				<p>the services agreement and HYPR remains responsible for the performance of their obligations in compliance with the DPA and applicable data protection law. Third party subprocessors are subject to appropriate written confidentiality arrangements, including confidentiality agreements, regular training on information protection, and compliance with HYPR policies concerning protection of confidential information.</p>
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Audit, access and information

10.	Article 30(3)(e)	<p>The contractual arrangements for the provision of critical or important functions shall include the right to monitor on an ongoing basis the ICT third-party service provider's performance, which entails the following:</p> <ul style="list-style-type: none"> unrestricted rights of access, inspection and audit by the financial entity, or an appointed third-party, and by the competent authority, and the right to take copies of relevant documentation on-site if they are critical to the operations of the ICT third-party service provider, the effective exercise of which is not impeded or limited by other contractual arrangements or implementation policies; the right to agree alternative assurance levels if other clients' rights are affected; the obligation of the ICT third-party service provider to fully cooperate during the onsite inspections performed by the competent authorities, the lead overseer, 	<p>Terms of Service Data Processing Addendum Service Level Agreement DORA Addendum</p>	<p>Section 6 of the DORA Addendum and Section 8 of the DPA discuss audit and access rights</p>
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		<p>financial entity or an appointed third party;</p> <ul style="list-style-type: none"> the obligation to provide details on the scope and procedures to be followed and frequency of such inspections and audits. 		
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Location				
11.	Article 30(2)(b)	<p>The contractual arrangements on the use of ICT services shall include the locations, namely the regions or countries, where the contracted or subcontracted functions and ICT services are to be provided and where data is to be processed, including the storage location, and the requirement for the ICT third-party service provider to notify the financial entity if it envisages changing such locations.</p>	<p>Ordering Document Terms of Service Data Processing Addendum Service Level Agreement DORA Addendum</p>	<p>The Ordering Document sets out the data center region applicable to the ordered services.</p> <p>A customer's content will be stored in the data center region applicable to the services and that HYPR may replicate customer content to other locations within the applicable data center region in support of data redundancy.</p>
Data and security				
12.	Article 30(2)(c)	<p>The contractual arrangements on the use of ICT services shall include provisions on availability, authenticity, integrity and confidentiality in relation to the protection of data, including personal data.</p>	<p>Terms of Service Data Processing Addendum Service Level Agreement DORA Addendum</p>	<p>The DPA and DORA Addendum reiterate HYPR's commitment to the protection of personal data.</p>