DORA Article 30 – Table of cross references to SuperOffice agreements

The purpose of this document is to make cross references from the DORA article 30 to relevant SuperOffice agreements for the CRM Online service.

Relevant documents

- Master Subscription Agreement (MSA)
- Data Processor Agreement (DPA)
- List of pre-approved sub-processors
- SuperOffice DORA Addendum

	Requirement for key contractual provisions	Reference in SuperOffice Agreement documents
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 which shall be available to the parties on paper, or in a document with another downloadable, durable and accessible format.	This is set out in the SuperOffice Master Subscription Agreement (MSA) with the relevant addendums entered into between SuperOffice and the Customer, which represents the agreement setting out the rights and obligations allocated between the parties. The standard service availability and support obligations are set out in Section 5 and 6 of the agreement. A Data Processor Agreement is entered into, as a part of the Agreement. A DORA Addendum covering Critical ICT functions is entered into intended to implement the contractual obligations arising under the Applicable Operational Resilience Laws, with particular emphasis on the requirements set forth in Article 30 of DORA applicable to contracts with ICT third-party service providers.

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2.		The contractual arrangements on the use of ICT services shall include at least the following elements:	
	(a)	a clear and complete description of all functions and ICT services to be provided by the ICT third-party service provider, indicating whether subcontracting of an ICT service supporting a critical or important function, or material parts thereof, is permitted and, when that is the case, the conditions applying to such subcontracting;	Functionality is specified in the SuperOffice Master Subscription Agreement.

According to the DORA addendum section 2, the Parties acknowledge that the Services are described in a clear and complete manner in the SuperOffice MSA with appendixes.

According to Clause 3.7 in the Data Processing Agreement, SuperOffice will maintain a list of pre-approved sub-processors (Sub-Contractors). The Agreements and Policies of SuperOffice and list of pre-approved sub-processors is set out in the SuperOffice Trust Centre.

The conditions applying for such sub-processing is stipulated in the Data processor agreement Section 3.7.

Further requirements for subcontracting are set out in the DORA Addendum section 3. |
| | (b) | 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 in advance if it envisages changing such locations; | The locations of where contracted or the subcontracted functions are provided, are set out in the list of pre-approved sub-processors in the SuperOffice Trust Centre. The Data Processor Agreement section 3.7 sets out the notification requirements for SuperOffice, if SuperOffice plans to change Subcontractors.

This is also stipulated in the DORA Addendum section 4. |

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(c) provisions on availability, authenticity, integrity and confidentiality in relation to the protection of data, including personal data;	The availability level is set out in the SuperOffice MSA section 5. The confidentiality requirements are set out in the SuperOffice MSA section 11 and in the Data Processor Agreement section 3.5. Provisions on availability, authenticity, integrity and confidentiality in relation to the protection of data, including personal data are included in the Data Processor Agreement in its section 3, which also stipulates requirements regarding the availability, authenticity, integrity and confidentiality in relation to the protection of data, including personal data. This is further set out in DORA Addendum section 5 and section 6. Further there is an exemption from the confidentiality clause in the DORA Addendum section 17.1
(d) provisions on ensuring access, recovery and return in an easily accessible format of personal and non-personal data processed by the financial entity in the event of the insolvency, resolution or discontinuation of the business operations of the ICT third-party service provider, or in the event of the termination of the contractual arrangements;	Access, recovery and return of data by Insolvency, resolution or discontinuation, or in the event of termination of the MSA and the Data Processor agreement with SuperOffice, is covered in the MSA section 13, and in the Data Processor agreement section 5. This is further set out in the DORA Addendum section 7.
(e) service level descriptions, including updates and revisions thereof;	This is described in the MSA section 5 regarding Service Availability, section 6 regarding Support, and in the Premium Support addendum (subject to specific subscription). This is further set out in the DORA Addendum section 8.
(f) the obligation of the ICT third-party service provider to provide assistance to the financial entity at no additional cost, or at a cost that is determined ex-ante, when an ICT incident that is related to the ICT service provided to the financial entity occurs;	This is stipulated in the Data processor agreement section 3.3.4 (Assistance to the Customer and 3.3.5 (compensation for assistance). This is further set out in the DORA Addendum section 9. In addition there is a cost Allocation clause in the DORA Addendum section 17.2

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	(g) the obligation of the ICT third-party service provider to fully cooperate with the competent authorities and the resolution authorities of the financial entity, including persons appointed by them;	This is stipulated in the Data processor agreement section 3.1 and in section 3.3.4. This is further set out in the DORA Addendum section 11.
	(h) 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;	This is stipulated in section 13 of the MSA. This is further set out in the DORA Addendum section 12.
	(i) the conditions for the participation of ICT third-party service providers in the financial entities' ICT security awareness programmes and digital operational resilience training in accordance with Article 13(6).	This will be adapted for each Customer based on the Customer ICT security awareness programs and digital operational resilience training in accordance with Article 13(6). This is further set out in the DORA Addendum section 14, and section 15 (Threat-led penetration testing)
3.	The contractual arrangements on the use of ICT services supporting critical or important functions shall include, in addition to the elements referred to in paragraph 2, at least the following:	
	(a) full service level descriptions, including updates and revisions thereof with precise quantitative and qualitative performance targets within the agreed service levels to allow 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;	This is set out in the SuperOffice Premium support addendum. The addendum requires separate subscription by the Customer. This is further set out in the DORA Addendum section 8.
	(b) 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;	This is set out in the SuperOffice Premium support addendum. The addendum requires separate subscription by the Customer. This is further set out in the DORA Addendum section 17.4

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(c) requirements for the ICT third-party service provider to implement and test business contingency plans and to have in place ICT security measures, tools and policies that provide an appropriate level of security for the provision of services by the financial entity in line with its regulatory framework;	This is set out in the SuperOffice Data processor agreement section 3.3 cf. section 3.3.2. This is further set out in the DORA Addendum section 10.
(d) the obligation of the ICT third-party service provider to participate and fully cooperate in the financial entity's TLPT as referred to in Articles 26 and 27;	This is set out in the Data processor agreement section 3.3.2, second paragraph last bullet point by the following wording: "The Processor shall, in consultation with the Controller, consider: a process for, on an ongoing basis, testing, assessing and evaluating regularly the effectiveness of technical and organisational measures for ensuring the security of the Processing " This is further set out in the DORA Addendum section 15.
(e) the right to monitor, on an ongoing basis, the ICT third-party service provider's performance, which entails the following:	
i. 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;	Covered in Data processor agreement sections 3.1, section 3.3.1 second paragraph, section 3.3.4 and section 3.6. Further set out in the DORA Addendum section 16, and 17.1
ii. the right to agree on alternative assurance levels if other clients' rights are affected;	There is no prohibition in the MSA or the Data Processor agreement against the right to agree on alternative assurance levels (other than monitoring by the Customer) for the monitoring of SuperOffice's performance.
iii. the obligation of the ICT third-party service provider to fully cooperate during the onsite inspections and audits	This is stipulated in the Data Processor Agreement section 3.6.

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performed by the competent authorities, the Lead Overseer, financial entity or an appointed third party; and	This is further stipulated in the DORA Addendum section 16
iv. the obligation to provide details on the scope, procedures to be followed and frequency of such inspections and audits;	This is stipulated in the Data Processor Agreement section 3.6 Audit procedures are further detailed in the DORA Addendum section 16
(f) exit strategies, in particular the establishment of a mandatory adequate transition period:	This is further set out in the DORA Addendum section 13
i. 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;	The service will be available to the Customer for as long as the Customer has paid for the service, in accordance with the MSA Section 13, which also contains provisions regarding transfer of data. This is further set out in the DORA Addendum section 13
ii. 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.	Upon the termination of the Agreement, the Customer´s main user (the Administrator), will be directed to a web-site where documents in a .zip file and the database in a .bak file can be downloaded. After 30 days following termination, all data belonging to the Customer will be removed from SuperOffice's servers and facilities, unless SuperOffice is obligated to keep data due to requirements set down in mandatory law. SuperOffice may assist the Customer in converting data to another format as specified by the Customer. SuperOffice will invoice accrued time as a result of such provision and conversion of data according to SuperOffice prevailing rates for such assistance. Such assistance requires that all outstanding payments are settled by the Customer. This is further set out in the DORA Addendum section 13 and Data Processor Agreement section 5.
By way of derogation from point (e), the ICT third-party service provider and the financial entity that is a microenterprise may agree that the financial entity's rights of access, inspection and audit can	This is stipulated in the Data Processor Agreement section 3.6.

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	be delegated to an independent third party, appointed by the ICT third-party service provider, and that the financial entity is able to request information and assurance on the ICT third-party service provider's performance from the third party at any time.	Audit procedures are further detailed in the DORA Addendum section 16.
4.	When negotiating contractual arrangements, financial entities and ICT third-party service providers shall consider the use of standard contractual clauses developed by public authorities for specific services.	TBA