

DATA PROCESSING AGREEMENT

MikeNetworks S.à r.l.-S. trading as NovaNode

Effective From: September 22, 2026

Effective From (Existing Customers on September 22, 2026): October 22, 2026

Version: 2.0

Last updated: September 21, 2026

Supersedes: Data Processing Agreement dated March 7, 2026

1. PARTIES AND SCOPE

1.1 This Data Processing Agreement ("DPA") is concluded between the Customer, as defined in Section 0.4 of the Terms of Service, acting as controller, and MikeNetworks S.à r.l.-S. trading as NovaNode, registered office at 2 Rue Jean Engling, L-1466 Luxembourg, registered with the Luxembourg Trade and Companies Register under number B294237, TVA LU36424557, autorisation d'établissement 10177299 / 0, acting as processor.

1.2 This DPA applies automatically, without separate signature, wherever NovaNode processes personal data on behalf of the Customer in the course of providing the Services. It forms part of the Agreement in accordance with Section 9.5 of the Terms of Service. A counter-signed copy is available on request to privacy@novanode.eu.

1.3 This DPA is concluded in writing, in electronic form, for the purposes of Article 28(9) GDPR.

1.4 In the event of conflict, the following order of precedence applies: (a) mandatory provisions of applicable law; (b) this DPA, in respect of the processing of Customer Personal Data; (c) any specific written Agreement between the parties; (d) the Terms of Service; (e) the Privacy Policy.

1.5 This DPA does not apply where NovaNode acts as controller in its own right. That processing includes customer account data, billing and accounting records, support ticket metadata, security and abuse logs, domain registration data submitted to registries, and marketing communications, and is described in the Privacy Policy published at novanode.eu/legal/privacy.pdf.

2. DEFINITIONS

2.1 GDPR: Regulation (EU) 2016/679. The terms controller, processor, personal data, processing, personal data breach, data subject, special categories of personal data and supervisory authority have the meanings given in Article 4 GDPR.

2.2 Customer Personal Data: personal data contained within, or processed by NovaNode in connection with, content that the Customer or its users store, transmit or process using the Services, including website files and databases, mailbox contents, virtual machine disks and snapshots, backups and application data, and in respect of which the Customer determines the purposes and means of processing.

2.3 Data Protection Law: the GDPR, the Luxembourg law of 1 August 2018 relative à la protection des personnes physiques à l'égard du traitement des données à caractère personnel, Directive 2002/58/EC as implemented in Luxembourg law, and any other applicable data protection legislation.

2.4 Sub-processor: any third party engaged by NovaNode to process Customer Personal Data on NovaNode's behalf in connection with the Services.

2.5 SCCs: the standard contractual clauses set out in Commission Implementing Decision (EU) 2021/914 of 4 June 2021.

2.6 Services, Terms of Service, Agreement, Business Day and In Writing have the meanings given in Section 0 of the Terms of Service. Capitalised terms not defined in this DPA take the meaning given in the Terms of Service.

3. ROLES OF THE PARTIES

3.1 The Customer is the controller of Customer Personal Data and determines the purposes and means of its processing. NovaNode is the processor and processes Customer Personal Data only as set out in this DPA.

3.2 The Customer warrants that:

- it has a valid legal basis under Article 6 GDPR, and where applicable Article 9 GDPR, for all processing it carries out or instructs;
- it has provided the information required by Articles 13 and 14 GDPR to data subjects and maintains its own privacy notice for its websites, applications and services;

- it has obtained the consents required under Data Protection Law, including under Article 5(3) of Directive 2002/58/EC in respect of cookies and similar technologies deployed on its own properties;
- its instructions to NovaNode, and the content it stores or transmits using the Services, comply with Data Protection Law and do not require NovaNode to act in breach of it.

3.3 Where the Customer is itself a processor acting on behalf of a third party controller, the Customer warrants that it holds that controller's prior authorisation to engage NovaNode as a sub-processor. This DPA then applies between the parties mutatis mutandis as a sub-processing agreement.

3.4 Nothing in this DPA constitutes the parties joint controllers within the meaning of Article 26 GDPR.

4. SUBJECT MATTER, DURATION, NATURE AND PURPOSE

4.1 The subject matter, duration, nature and purpose of the processing, the types of personal data and the categories of data subjects are set out in Annex I, in accordance with Article 28(3) GDPR.

4.2 The duration of the processing is the term of the Agreement, together with the retention and deletion periods set out in Section 12 and any period for which NovaNode is required to retain data under Section 12.5.

5. PROCESSING ON DOCUMENTED INSTRUCTIONS

5.1 NovaNode shall process Customer Personal Data only on documented instructions from the Customer, including with regard to transfers to a third country or an international organisation, unless required to do otherwise by Union or Member State law to which NovaNode is subject. In that case NovaNode shall inform the Customer of the legal requirement before processing, unless that law prohibits such information on important grounds of public interest.

5.2 The Customer's documented instructions consist of this DPA, the Terms of Service and any specific written Agreement; the Customer's configuration and use of the Services, including through the customer portal, control panel, API or the Customer's own administration of an account or instance; and written instructions issued through the support portal or by email from a registered account contact.

5.3 NovaNode shall inform the Customer without delay if, in NovaNode's opinion, an instruction infringes the GDPR or other Data Protection Law, and may suspend execution of that instruction until the Customer confirms, amends or withdraws it. NovaNode is not obliged to carry out legal analysis of the Customer's processing, and this Section does not make NovaNode responsible for the lawfulness of that processing.

5.4 Instructions falling outside the scope of the standard Services, or requiring configuration, retrieval or development work beyond the applicable service description, may be declined or carried out at NovaNode's professional services rate of EUR 70 per hour, notified to the Customer in advance.

5.5 NovaNode shall not process Customer Personal Data for its own purposes. NovaNode shall not use Customer Personal Data for advertising, marketing, profiling or market research; shall not use it to train, fine-tune, evaluate or improve any machine learning or artificial intelligence model; shall not sell, rent, licence, share or otherwise monetise it; and shall not derive analytics or data products from its content. NovaNode may generate and use aggregated operational metrics, including capacity, throughput, storage and error-rate statistics, that do not identify any data subject or Customer.

5.6 NovaNode personnel access Customer Personal Data only where necessary to provide, maintain or secure the Services, to respond to a support request from the Customer, to contain a security incident, or to comply with a legal obligation. Such access is restricted to authorised personnel, subject to least-privilege controls, and logged.

6. CONFIDENTIALITY

6.1 NovaNode shall ensure that any person authorised to process Customer Personal Data has committed to confidentiality or is under an appropriate statutory obligation of confidentiality, and has received data protection instruction appropriate to that person's role.

6.2 Access to Customer Personal Data is granted on a need-to-know basis under role-based access controls and is withdrawn when no longer required.

6.3 The confidentiality obligations in this Section apply without limit of time in respect of Customer Personal Data. The three-year period in Section 10.2 of the Terms of Service does not apply to them.

7. SECURITY OF PROCESSING

7.1 Taking into account the state of the art, the costs of implementation, the nature, scope, context and purposes of processing, and the risk to the rights and freedoms of natural persons, NovaNode implements the technical and organisational measures set out in Annex II, in accordance with Article 32 GDPR.

7.2 NovaNode may update Annex II to reflect technical developments, provided the overall level of security is not materially reduced. Material changes are notified in accordance with Section 16.2.

7.3 The Customer remains responsible for the elements under its own control, as set out in Sections 6 and 8.3 of the Terms of Service. These include the security, configuration and patching of applications, code, operating systems and services that the Customer installs or operates on a VPS, cloud instance or hosting account; the strength, confidentiality and rotation of its credentials and the use of multi-factor authentication where available; any application-level encryption of Customer Personal Data required by the Customer's own risk assessment; the maintenance of its own backups; and the design of its own retention, minimisation and deletion practices within the Services.

7.4 NovaNode operates platform-level backups for its own operational continuity. These do not constitute a customer backup service, and Sections 4.8 and 8.6.3 of the Terms of Service continue to apply.

7.5 No system can be guaranteed secure against all threats. NovaNode does not warrant that the measures in Annex II will prevent every security incident, and this Section does not create an obligation of result.

8. SUB-PROCESSORS

8.1 The Customer grants NovaNode a general written authorisation within the meaning of Article 28(2) GDPR to engage Sub-processors. The Sub-processors engaged at the effective date of this DPA are listed in Annex III. The current list is maintained at novanode.eu/legal/subprocessors.pdf.

8.2 NovaNode shall inform the Customer of any intended addition or replacement of a Sub-processor at least thirty (30) calendar days before that Sub-processor begins processing Customer Personal Data, by email to the registered account address and by updating the published list. Where a Sub-processor must be engaged at shorter notice to maintain service continuity or to respond to a security or availability incident, NovaNode shall notify the Customer without undue delay.

8.3 The Customer may object to an intended change within fourteen (14) calendar days of notification, by written notice to privacy@novanode.eu stating reasonable data protection grounds. The parties shall discuss the objection in good faith. If no resolution is reached within thirty (30) days of the objection, the Customer may terminate the affected Service without penalty, and NovaNode shall refund any prepaid fees for the unused remainder of the current prepaid period for that Service on a pro rata basis.

8.4 NovaNode shall engage each Sub-processor under a written contract imposing data protection obligations in substance no less protective than those set out in this DPA, in accordance with Article 28(4) GDPR.

8.5 NovaNode remains fully liable to the Customer for the performance of each Sub-processor's data protection obligations, subject to Section 15.

8.6 Suppliers that do not process Customer Personal Data are not Sub-processors for the purposes of this DPA. This includes providers of power, cooling, physical premises, IP transit and network capacity that have no logical access to Customer Personal Data, and hardware and software vendors that supply products without processing Customer Personal Data on NovaNode's behalf.

9. ASSISTANCE WITH DATA SUBJECT RIGHTS

9.1 The Services are structured so that the Customer retains direct control over Customer Personal Data. The Customer can ordinarily give effect to data subject rights without NovaNode's involvement, through the customer portal, its control panel, database access, mailbox administration or administrative access to its instance.

9.2 Where the Customer cannot fulfil a request using those facilities, NovaNode shall, taking into account the nature of the processing, assist the Customer by appropriate technical and organisational measures, insofar as this is possible, in fulfilling the Customer's obligation to respond to requests under Articles 15 to 22 GDPR.

9.3 Where a data subject addresses a request to NovaNode directly in relation to Customer Personal Data, NovaNode shall not respond to it substantively. NovaNode shall forward the request to the Customer's registered account contact within two (2) Business Days and shall inform the data subject that the request has been forwarded to the responsible controller.

9.4 Assistance under Section 9.2 that exceeds the standard functionality of the Services, including bespoke extraction, forensic search or restoration from archived backups, may be charged at EUR 70 per hour, notified to the Customer in advance. NovaNode shall not charge where doing so would prevent the Customer from meeting a statutory deadline.

10. ASSISTANCE WITH ARTICLES 32 TO 36 GDPR

10.1 Taking into account the nature of processing and the information available to it, NovaNode shall assist the Customer in ensuring compliance with the obligations in Articles 32 to 36 GDPR.

10.2 For the purposes of Articles 35 and 36 GDPR, that assistance consists of making available on written request the description of technical and organisational measures in Annex II and any supplementary security documentation NovaNode holds; the current list of Sub-processors, their role and their processing locations; the categories of processing carried out on the Customer's behalf and the processing locations set out in Annex I; and information relating to any relevant transfer mechanism and transfer impact assessment.

10.3 NovaNode is not obliged to carry out a data protection impact assessment on the Customer's behalf or to assess the Customer's own processing.

11. PERSONAL DATA BREACH

11.1 NovaNode shall notify the Customer of a personal data breach affecting Customer Personal Data without undue delay and in any event within twenty-four (24) hours after becoming aware of it.

11.2 The notification shall, to the extent the information is available to NovaNode, describe the nature of the breach including where possible the categories and approximate number of data subjects and of personal data records concerned; describe the likely consequences of the breach; describe the measures taken or proposed to address it and to mitigate its possible adverse effects; and give the name and contact details of a NovaNode contact point from whom further information can be obtained.

11.3 Where it is not possible to provide all of that information at once, NovaNode shall provide it in phases without further undue delay. NovaNode shall not delay the initial notification in order to complete its investigation.

11.4 NovaNode shall not notify a supervisory authority or any data subject of a breach affecting Customer Personal Data on the Customer's behalf unless expressly instructed to do so by the Customer in writing, or unless NovaNode is separately required to do so by law. Notification and communication under Articles 33 and 34 GDPR remain the responsibility of the Customer as controller.

11.5 NovaNode shall document each personal data breach affecting Customer Personal Data, including the facts, its effects and the remedial action taken, and shall make that documentation available to the Customer on request to the extent it relates to the Customer.

11.6 Notification under this Section does not constitute an acknowledgement by NovaNode of fault or liability.

11.7 Notifications are sent to the Customer's registered account email address and made available in the customer portal. The Customer is responsible for maintaining valid and monitored contact details in accordance with Section 6.11 of the Terms of Service. NovaNode is not liable for a failure of notification caused by the Customer's failure to maintain a working contact address.

12. RETURN AND DELETION

12.1 On termination or expiry of the Agreement, and at the choice of the Customer, NovaNode shall delete or return all Customer Personal Data and delete existing copies, unless Union or Member State law requires continued storage.

12.2 The Customer may export Customer Personal Data at any time during the term and during the grace period following suspension or termination. That grace period is thirty (30) days for data processing services within the scope of Section 5.4 of the Terms of Service and seven (7) days for all other Services. The Customer's switching and export rights under Regulation (EU) 2023/2854 and Section 5.4 of the Terms of Service apply in addition to this Section and are not limited by it.

12.3 After the applicable grace period, Customer Personal Data is permanently deleted from production systems. Copies held on backup media are removed through the normal backup rotation cycle and in any event within a further thirty (30) days. Until they are overwritten, backup copies remain subject to the access controls and encryption described in Annex II and are not processed for any purpose other than restoration and platform continuity.

12.4 NovaNode shall provide written certification of deletion on the Customer's request, consistent with Section 5.4(c) of the Terms of Service.

12.5 Sections 12.1 to 12.3 do not apply to the extent that NovaNode is required to retain data under Luxembourg accounting, tax or company law, in which case the retained records are limited to billing, invoicing and account records for which NovaNode is controller and do not extend to the content of Customer Personal Data; or under a lawful preservation, production or disclosure obligation as described in Section 9.9 of the Terms of Service and Section 14.5 of this DPA, including an order under Regulation (EU) 2023/1543. Data retained under this Section is processed solely for the purpose requiring its retention, remains subject to this DPA, and is deleted once that purpose ends.

13. AUDITS AND DEMONSTRATION OF COMPLIANCE

13.1 NovaNode shall make available to the Customer all information necessary to demonstrate compliance with the obligations laid down in Article 28 GDPR. In the first instance this is done by providing documentation, including this DPA and its annexes, the description of technical and organisational measures, the Sub-processor list, and written responses to a reasonable security or due diligence questionnaire. NovaNode shall respond within thirty (30) days of a written request to privacy@novanode.eu.

13.2 Where the information provided under Section 13.1 is not sufficient to demonstrate compliance, NovaNode shall allow for and contribute to audits, including inspections, conducted by the Customer or by an independent auditor mandated by the Customer, subject to the following conditions:

- the auditor is bound by an appropriate confidentiality undertaking and is not a competitor of NovaNode;
- the Customer gives at least thirty (30) days' prior written notice and the parties agree the scope, timing and method in advance;
- audits take place during Luxembourg business hours and are conducted so as not to disrupt the Services or other customers;
- the audit does not extend to personal data, systems or information of other customers, to third party data centre premises beyond what the relevant operator permits, or to information whose disclosure would itself create a security risk;
- audits take place no more than once in any twelve (12) month period.

13.3 The limit in the final indent of Section 13.2 does not apply where an audit is required by a supervisory authority or where it follows a confirmed personal data breach affecting the Customer's Customer Personal Data.

13.4 The Customer bears its own audit costs and NovaNode's reasonable costs of supporting the audit, charged at EUR 70 per hour. NovaNode bears its own costs where the audit identifies a material failure by NovaNode to comply with this DPA.

13.5 Audit findings and documentation provided under this Section are Confidential Information within the meaning of Section 10 of the Terms of Service.

13.6 Where NovaNode holds an independent third party certification or audit report covering the relevant Services, provision of that report satisfies Section 13.1 in respect of the matters it covers.

14. INTERNATIONAL TRANSFERS

14.1 Customer Personal Data is stored and processed within the European Union or the European Economic Area. The processing locations in use at the effective date of this DPA are set out in Annex I, Part D.

14.2 NovaNode shall not transfer Customer Personal Data to a country outside the EEA or to an international organisation unless the transfer is to a country covered by an adequacy decision of the European Commission under Article 45 GDPR; the transfer is subject to appropriate safeguards under Article 46 GDPR, in particular the SCCs, supplemented where a transfer impact assessment identifies that supplementary measures are required; or a derogation under Article 49 GDPR applies to an occasional transfer.

14.3 Where the SCCs apply to a transfer made by NovaNode to a Sub-processor established outside the EEA, Module Three (processor to processor) applies and is incorporated into this DPA by reference. Where the Customer is a controller not established in the EEA and NovaNode transfers Customer Personal Data to that Customer, Module Four applies. For the purposes of the SCCs:

- the optional docking clause in Clause 7 applies;
- in Clause 9, Option 2 (general written authorisation) applies, with the notice period set out in Section 8.2 of this DPA;
- in Clause 11, the optional independent dispute resolution body is not used;
- in Clause 17, the governing law is the law of the Grand Duchy of Luxembourg;
- in Clause 18(b), the competent courts are those of the Grand Duchy of Luxembourg;
- Annexes I, II and III to the SCCs are completed by Annexes I, II and III to this DPA respectively.

The SCCs are available at https://eur-lex.europa.eu/eli/dec_impl/2021/914/oj.

14.4 Access to the Services by the Customer, its personnel or its users from a location outside the EEA constitutes a transfer made by the Customer and not by NovaNode, and is the responsibility of the Customer.

14.5 Requests from public authorities are handled in accordance with Section 9.9 of the Terms of Service. To the extent legally permitted, NovaNode shall notify the Customer of a legally binding request for disclosure of Customer Personal Data; review each request for validity, scope and the authority of the requester; disclose only the minimum information the request lawfully requires; and challenge a request it considers unlawful, overbroad or disproportionate. Where NovaNode is prohibited from notifying the Customer, it shall use reasonable efforts to obtain a waiver of that prohibition and shall notify the Customer as soon as permitted.

15. LIABILITY

15.1 Liability towards data subjects, and the apportionment of liability between controller and processor, are governed by Article 82 GDPR. Nothing in this Section limits or excludes a data subject's rights or either party's liability under Article 82, or affects a party's right of recourse under Article 82(5).

15.2 As between the parties, and subject to Section 15.4, NovaNode's aggregate liability arising out of or in connection with this DPA, whether in contract, in tort including negligence, under an indemnity or otherwise, is limited to the amount paid by the Customer for the affected Service in the three (3) months preceding the first event giving rise to liability, or EUR 500, whichever is lower, in line with Section 4.7 of the Terms of Service, except where Luxembourg law or mandatory Union law prescribes a different minimum.

15.3 The Customer shall indemnify NovaNode against any loss, claim, fine or cost arising from an instruction that NovaNode has questioned under Section 5.3 and that the Customer has confirmed; the absence of a valid legal basis for the Customer's processing; the content the Customer stores or transmits using the Services; or the Customer's breach of Section 3.2.

15.4 Nothing in this DPA excludes or limits liability for fraud, fraudulent misrepresentation, wilful misconduct, gross negligence, death or personal injury caused by negligence, breach of mandatory consumer rights, or any other liability that cannot lawfully be excluded or limited.

15.5 Neither party is liable for an administrative fine imposed on the other party under Article 83 GDPR to the extent that the fine results from that other party's own act, omission or non-compliance.

16. TERM, AMENDMENT AND GENERAL PROVISIONS

16.1 This DPA takes effect on the date it is first incorporated into the Agreement and continues for as long as NovaNode processes Customer Personal Data on the Customer's behalf, together with any period of retention permitted or required under Section 12.

16.2 NovaNode may amend this DPA on one (1) month's prior notice by email, in accordance with Section 8.1.3 of the Terms of Service. The Customer may terminate the affected Service free of charge during the notice period if it does not accept the change. Amendments strictly necessary to comply with a change in Data Protection Law, a binding decision of a supervisory authority or a court, or a change in an approved transfer mechanism may take effect on shorter notice where necessary for compliance, and NovaNode shall notify the Customer without undue delay.

16.3 If any provision of this DPA is held invalid, unlawful or unenforceable, it shall be modified to the minimum extent necessary to make it valid and enforceable, or if modification is not possible, severed. The remaining provisions continue in full force and effect.

16.4 This DPA is governed by the law of the Grand Duchy of Luxembourg. Jurisdiction is determined in accordance with Section 11.2 of the Terms of Service. Where the SCCs apply, Clauses 17 and 18 of the SCCs prevail in respect of the transfers they govern.

16.5 NovaNode's lead supervisory authority is the Commission nationale pour la protection des données (CNPD), 15 Boulevard du Jazz, L-4370 Belvaux, Luxembourg.

16.6 NovaNode has not appointed a Data Protection Officer under Article 37 GDPR, having assessed that it does not meet the criteria in Article 37(1). Data protection matters, including all requests under this DPA, are handled at privacy@novanode.eu.

16.7 This DPA is available in English. In the event of any discrepancy between language versions, the English version shall prevail.

16.8 This DPA is accepted by the Customer on acceptance of the Terms of Service and on use of the Services, in accordance with Section 9.5 of the Terms of Service and Section 1.2 above. No separate signature is required for it to take effect.

ANNEX I — DESCRIPTION OF THE PROCESSING

Part A — Parties

Controller (data exporter): the Customer, as identified in its NovaNode account record. Contact details are those held in the customer portal. Activities relevant to the data transferred: use of NovaNode hosting, VPS, cloud, email and related services to operate the Customer's own websites, applications, mail and systems.

Processor (data importer): MikeNetworks S.à r.l.-S. trading as NovaNode, 2 Rue Jean Engling, L-1466 Luxembourg. Contact: privacy@novanode.eu. Activities relevant to the data transferred: provision of hosting, VPS, cloud, email hosting, domain-related and associated technical support services.

Part B — Description of processing

Categories of data subjects	Determined by the Customer. Typically the Customer's own customers, clients and end users; visitors to and registered users of the Customer's websites and applications; the Customer's employees, contractors, officers and other personnel; senders and recipients of email handled by the Customer's mailboxes; the Customer's suppliers and business contacts; and any other individual whose personal data the Customer stores or transmits using the Services.
Categories of personal data	Determined by the Customer. Typically identification and contact data (name, email address, postal address, telephone number); account and authentication data (usernames, hashed passwords, session and access tokens); online identifiers (IP addresses, cookie identifiers, device and browser data); content data (email bodies and attachments, uploaded files, form submissions, database records, media); transactional and commercial data recorded in the Customer's applications; and log data generated by the Customer's own applications.
Special categories of personal data	The Services are not designed or marketed for the processing of special categories of personal data under Article 9 GDPR or of personal data relating to criminal convictions and offences under Article 10 GDPR. Where the Customer nonetheless processes such data using the Services, the Customer is responsible for identifying a valid condition under Article 9(2) or Article 10 and for implementing any additional safeguards its risk assessment requires. NovaNode applies the measures in Annex II to all Customer Personal Data without distinction and does not apply enhanced measures specific to special categories unless separately agreed in writing.
Nature of the processing	Storage, hosting, structuring, organisation, retrieval, consultation, transmission, replication, backup, restoration, deletion and erasure, carried out by automated means as an inherent part of providing the Services, together with limited manual access by authorised personnel for support, maintenance, security and legal compliance purposes.
Purpose of the processing	Provision, maintenance, security and support of the Services ordered by the Customer, in accordance with the Customer's documented instructions, and for no other purpose.
Frequency of the transfer	Continuous, for the duration of the Agreement.
Duration of the processing	The term of the Agreement, plus the applicable grace period of seven (7) days, or thirty (30) days for data processing services within Section 5.4 of the Terms of Service, plus backup rotation of up to a further thirty (30) days, plus any period required under Section 12.5.
Processing by Sub-processors	As set out in Annex III. Sub-processors process Customer Personal Data only for the purpose and duration recorded against their entry in that Annex.

Part C — Competent supervisory authority

Commission nationale pour la protection des données (CNPd), 15 Boulevard du Jazz, L-4370 Belvaux, Grand Duchy of Luxembourg. Telephone +352 26 10 60 1. Email info@cnpd.lu. Website <https://cnpd.public.lu>.

Part D — Processing locations

Customer Personal Data is processed exclusively within the European Union. No processing, storage or backup of Customer Personal Data takes place outside the EU/EEA, and Section 14 does not apply to any current transfer.

Primary production infrastructure is operated by NovaNode on NovaNode-owned hardware and network equipment, colocated at the LuxConnect DC1.1 facility in Luxembourg. LuxConnect S.A. provides physical premises, power, cooling and physical security only, has no logical access to Customer Personal Data, and is accordingly not a Sub-processor within the meaning of Section 8.6.

Secondary infrastructure, comprising encrypted backup storage and internal operational systems used by NovaNode in the administration and support of the Services, is operated by NovaNode on NovaNode-owned hardware at premises controlled by NovaNode in another European Union member state. Details of specific facilities are available to the Customer on request, subject to Section 13.5.

ANNEX II — TECHNICAL AND ORGANISATIONAL MEASURES

The measures set out below are those applied by NovaNode to Customer Personal Data under Article 32 GDPR, presented under the headings used in Annex II to the SCCs. They apply to both processing locations described in Annex I, Part D. Where a measure applies to one location only, this is stated. NovaNode may substitute equivalent or stronger measures.

1. Pseudonymisation and encryption

- Connections to the customer portal, control panels and NovaNode websites are served over TLS 1.2 or higher, with HTTP Strict Transport Security enabled and legacy protocol versions and cipher suites disabled.
- Customer account passwords are stored as salted one-way hashes using a memory-hard algorithm. Plaintext passwords are not stored and are not recoverable.
- Backup archives are encrypted at rest at both processing locations.
- Encryption at rest is applied to production storage where the relevant platform and storage configuration support it. The position applicable to a specific Service is available to the Customer on request.
- Administrative access to infrastructure uses key-based authentication over encrypted channels. Password-based administrative access to servers is disabled.

2. Confidentiality, integrity, availability and resilience of processing systems

- Network segmentation between management, production and customer-facing networks, with stateful firewalling and default-deny ingress policies.
- Hypervisor-level isolation between customer instances, and separate accounts, filesystem permissions and process isolation on shared hosting platforms.
- DDoS detection and mitigation, including filtering, rate-limiting and emergency null-routing, as described in Section 6.9.3 of the Terms of Service.
- Automated abuse and anomaly detection, including flow monitoring and reputation list checks, as described in Section 6.9.1 of the Terms of Service.
- At the primary location, redundant power, cooling and network connectivity, and physical security comprising controlled access, access logging and monitoring, are provided by the facility operator as part of the colocation service.
- At the secondary location, equipment is housed in a locked rack within premises controlled by NovaNode. Physical access is restricted to a single named individual and no third party holds access. Power is protected by an uninterruptible power supply. Network connectivity is provided by a single business-grade circuit subject to a service level agreement.
- Continuous availability monitoring with alerting to on-call personnel.

3. Restoring availability and access following an incident

- Platform-level backups are taken on a rotating schedule with a retention window of seven (7) to thirty (30) days.
- Backups are held on storage separate from production data.
- A documented restoration procedure is maintained and restores are carried out as required.
- Platform backups exist for NovaNode's operational continuity and do not constitute a customer backup service. The Customer remains responsible for its own backups under Sections 4.8 and 8.6.3 of the Terms of Service.

4. Processes for testing and evaluating effectiveness

- Security patches for operating systems, hypervisors and infrastructure software are applied on a defined cadence, with out-of-cycle application for critical vulnerabilities.
- Review of security, access and abuse logs, and investigation of alerts raised by automated monitoring.
- Review of this Annex and of administrative access rights, carried out at least annually.
- Vulnerability scanning of infrastructure and customer-facing services, with remediation prioritised by severity. NovaNode does not currently commission third party penetration testing.

5. User identification and authorisation

- Individual named accounts for all administrative access. Shared administrative credentials are not used.
- Role-based access control on the least-privilege principle, with access to Customer Personal Data limited to what is necessary for a specific task.
- Multi-factor authentication on administrative and management interfaces where the relevant system supports it.
- Administrative access is logged, including the identity of the acting person and the time of access.
- Revocation of access on change of role or end of engagement.

6. Protection of data during transmission and storage

- Encryption in transit for all customer-facing and administrative connections, as set out in paragraph 1 above.
- Secure erasure of storage media before reuse, and secure destruction before disposal. Erasure is not certified by a third party.
- No routine transport of Customer Personal Data on removable media.

7. Data minimisation, retention and accountability

- NovaNode does not determine what Customer Personal Data is collected. Minimisation and accuracy within the Services are the responsibility of the Customer as controller.
- Defined retention and deletion periods as set out in Section 12 of this DPA and in the Privacy Policy.
- Records of processing activities maintained under Article 30(2) GDPR, covering the categories of processing carried out on behalf of controllers.
- Personnel are bound by confidentiality undertakings and receive data protection instruction appropriate to their role.
- A documented incident response and breach notification procedure supporting the timescales in Section 11.

8. Portability and erasure

- Self-service export of data and digital assets in structured, commonly used and machine-readable formats, as set out in Section 5.4 of the Terms of Service, including raw or qcow2 disk images, SQL dumps, tar or zip archives and standard configuration exports.
- Deletion from production on expiry of the applicable grace period, with backup copies removed through rotation within a further thirty (30) days.
- Written certification of deletion on request.

9. Measures applying to Sub-processors

- Sub-processors are engaged under written contracts imposing obligations no less protective than this DPA.
- Sub-processors are assessed for data protection and security adequacy before engagement and are listed at novanode.eu/legal/subprocessors.pdf.
- Sub-processor access is limited to what is necessary for the service that Sub-processor provides.

ANNEX III — SUB-PROCESSORS

At the effective date of this DPA, NovaNode engages no Sub-processors. All processing of Customer Personal Data is carried out by NovaNode on NovaNode-owned and NovaNode-operated infrastructure at the locations described in Annex I, Part D, including hosting platforms, mail services, backup systems and the support and ticketing systems used in the administration of the Services.

Should NovaNode engage a Sub-processor, this Annex and the list published at novanode.eu/legal/subprocessors.pdf will be updated and the change notified in accordance with Section 8.2, giving the Customer the objection and termination rights set out in Section 8.3.

The following are not Sub-processors for the purposes of this DPA. LuxConnect S.A. provides colocation, power, cooling and physical security at the primary location and has no logical access to Customer Personal Data, and is excluded under Section 8.6, as are IP transit and connectivity suppliers on the same basis. Payment service providers and accounting platforms process personal data for which NovaNode is controller rather than processor, and are described in the Privacy Policy. Domain registries and registrars receive registration data as independent controllers under their own registry policies. Third party services used on the NovaNode public websites do not process Customer Personal Data and are described in the Privacy Policy and in the cookie policy referred to there.

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Data protection contact: privacy@novanode.eu

Abuse and DSA point of contact: abuse@novanode.eu