



EU- Digital Operational Resilience Act (DORA)

This document is designed to help Cloudflare customers who are a financial entity according to the EU Regulation 2022/2554 Digital Operational Resilience Act (“DORA”) and therefore subject to this regulation (“Regulated Entity”) to understand how Cloudflare’s Enterprise Subscription Terms of Service (“ToS”) and its appendices address the key contractual provisions stated under Article 30 of the DORA.

Capitalized terms will have the meanings set forth in the ToS and referenced documents therein.

DORA reference	Article text	ToS
Art.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 which shall be available to the parties on paper, or in a document with another downloadable, durable and accessible format.	<p>The ToS are incorporated into the purchase Order Forms and executed by the Customer and Cloudflare. The ToS clearly allocate and set out the rights and obligations of the Customer and Cloudflare. In particular the following sections regulate the rights and obligations in detail:</p> <ul style="list-style-type: none">- Section 2.2 and 2.3: Usage right of the Customer- Section 4: Support obligations of Cloudflare- Section 5: Customer obligations- Section 11: Termination Rights <p>The ToS also incorporate by reference the Customer Support and Service Level Agreement ("SLA"), current version to be found at: https://www.cloudflare.com/enterprise-support-sla/.</p> <p>The current version of the ToS are accessible at https://www.cloudflare.com/enterpriseterms/ in a downloadable, durable and accessible format. All references to the appendices lead to the websites where these sit and can be downloaded as well.</p> <p>We also offer to attach the ToS and the latest version of all appendices to the Order Form in Pdf format.</p>

Art.30 (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;	<p>The Order Form specifies the Services that the Customer is purchasing and has attached the applicable Service-Specific Terms that can be found also under: https://www.cloudflare.com/service-specific-terms-overview.</p> <p>The Service-Specific Terms contain details about the products and their functions. Furthermore the ToS refer to the Documentation, which is defined as all online user manuals, developer documentation, and other technical materials relating to the Services made available to Customer by Cloudflare. The Documentation can be found in the Customer dashboard after login.</p> <p>Under section 1.11 the ToS refer to the Data Processing Addendum (“DPA”). The current version can be found at: https://www.cloudflare.com/cloudflare-customer-dpa/. Section 4 of the DPA clearly states how and to what extent Cloudflare uses sub-Processors. Section 4.2 outlines that Cloudflare’s sub-Processors are bound to the same obligations and level of security, in particular not less protective than in Cloudflare’s DPA and that Cloudflare is liable for all acts and omissions of the sub-Processors.</p> <p>Under section 4.4 of the DPA the reference to the website where a detailed list of all sub-Processors is accessible is contained (https://www.cloudflare.com/gdpr/subprocessors/) and also the procedure in case of any updates to that list. All changes to the sub-Processor list are done at least thirty (30) days prior to the commencement of the new or replaced sub-Processor and of course the Customer has an objection right.</p>
(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;	<p>Under section 4.4 of the DPA the reference to the website where a detailed list of all sub-Processors is accessible is contained (https://www.cloudflare.com/gdpr/subprocessors/).</p> <p>This list specifies the name, activity and the location of the processing.</p> <p>Under 4.4 the procedure in case of changes is described. All changes to the sub-Processor list are done at least thirty (30) days prior to the commencement of the new or replaced sub-Processor and of course the Customer has an objection right.</p> <p>Cloudflare runs an anycast network to ensure a fast and reliable service. Details can be found here: https://www.cloudflare.com/learning/cdn/glossary/anycast-network/ and here: https://blog.cloudflare.com/cloudflares-architecture-eliminating-single-p/</p>

		<p>If the Customer prefers to choose the location (country/region) where its data is stored and mostly processed, we offer a set of data localization products and tools. Details can be found here: https://www.cloudflare.com/en-gb/data-localization/. With Cloudflare's Data Localization Suite, Customers can use Cloudflare's powerful global network and security measures to protect their businesses, while keeping the data we process on their behalf local.</p>
(c)	<p>provisions on availability, authenticity, integrity and confidentiality in relation to the protection of data, including personal data;</p>	<p>The SLAs (https://www.cloudflare.com/enterprise-support-sla/) contain Cloudflare's commitment regarding availability of the Services, which is 100%.</p> <p>Authenticity, integrity and confidentiality is addressed in the DPA (https://www.cloudflare.com/cloudflare-customer-dpa/) and in particular in its Annex 2 where the technical and organizational measures that Cloudflare has implemented to keep Customer data secure are set out.</p> <p>Furthermore the Information Security Exhibit (https://www.cloudflare.com/security-exhibit/) outlines the security requirements that Cloudflare maintains to ensure the security, confidentiality, integrity, and availability of Customer data.</p> <p>All aforementioned documents are incorporated into the ToS. In section 8 of the ToS itself (https://www.cloudflare.com/enterpriset/terms/) the confidentiality obligations for Cloudflare and the Customer are stated.</p> <p>From the beginning, Cloudflare has built its systems to ensure that data is kept private and secure. The security we apply is fully in line with, and in many cases goes well beyond the requirements of the General Data Protection Regulation (GDPR). For details regarding our comprehensive certifications we maintain you can visit our trust hub: https://www.cloudflare.com/trust-hub/compliance-resources/</p>

(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;	<p>Section 5.3 of the ToS state that the Customer retains all intellectual property rights in its data.</p> <p>Cloudflare enables the Customer to access and export its data throughout the duration of the contract. Customer can access their logs through the dashboard after login and can use Logpush to save the data for as long as they want in their respective storage that they control.</p> <p>Cloudflare understands that financial entities are highly conscious about reliability and business continuity and therefore require further contractual commitments in this respect. Cloudflare therefore agrees to continue to provide its services for a predefined post-termination period after the end of the Term upon request.</p>
(e)	service level descriptions, including updates and revisions thereof;	<p>The Cloudflare SLAs can be found under: https://www.cloudflare.com/enterprise-support-sla/. These are incorporated by reference into the ToS.</p>
(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;	<p>Under 3.1 (e) of the DPA we explain how Cloudflare handles Personal Data Breaches. In particular we will notify the Customer upon becoming aware of any Personal Data Breach without undue delay and provide the Customer with reasonable cooperation and assistance in respect of this breach, including all reasonable information in Cloudflare’s possession concerning such breach.</p> <p>If Cloudflare is solely responsible for the Personal Data Breach, we’ll take all necessary actions of course at no additional costs.</p> <p>Under section 10.1 of the Information Security Exhibit we outline the process in case of IT Security breaches (“Data Breach”). Cloudflare will promptly at its expense: notify Customer</p>

		<p>without undue delay; investigate the breach; mitigate the effects of the breach; and perform post-incident assessments and report on the results of such assessment(s) to Customer.</p> <p>Cloudflare agrees to take all remedial action within the framework of the Service Levels of the Agreement that is necessary to rectify or to prevent the Service failure from recurring. When agreed Service Levels are not met we provide support according to section 4 of the ToS at no additional costs.</p>
(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;	Cloudflare will fully cooperate with supervisory authorities, resolution authorities and their appointees exercising their information, audit and access rights within the regulatory framework and the agreed procedures.
(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;	<p>Under section 11 of the ToS termination rights are defined.</p> <p>Based on this section the Customer can terminate the Agreement in case of a material breach and if the breach is curable, termination right is given if it is not cured within 30 days;</p> <p>if Cloudflare becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors; or Cloudflare becomes generally unable or fails to pay its debts as they come due.</p> <p>To fulfill the requirements of DORA we furthermore give the Regulated Entity a right to terminate with immediate effect if the regulatory authority or resolution authority instructs the Customer to terminate the Agreement.</p>
(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) .	Regulated Entities may request Cloudflare personnel to participate in their ICT security awareness programs and digital operational resilience training, as far as Cloudflare is providing professional services to this Customer and on site Services with access to Customers IT infrastructure and systems. The decision about the necessity of Cloudflare personnel attendance in training shall be made based on a reasonable risk assessment.
Art. 30 (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)	<p>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;</p>	<p>The Cloudflare SLAs can be found under: https://www.cloudflare.com/enterprise-support-sla/. They contain remedy regulations and also a crediting process in case SLAs are not met.</p> <p>Any material disruptions to our Services being available, in addition to confirming service availability - would be also posted under https://www.cloudflarestatus.com/.</p>
(b)	<p>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;</p>	<p>Cloudflare will, without undue delay, report to Customer any development that may have a material impact on Cloudflare's ability to effectively carry out the Services in line with the agreed Service Levels and in compliance with Applicable Laws and regulatory requirements and provide Customer regular updates during the period that the Services are disrupted.</p>
(c)	<p>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;</p>	<p>Cloudflare will maintain and annually update a comprehensive business continuity framework ("Business Continuity Plan"). This Business Continuity Plan will be tested periodically to ensure that it minimizes the risk of disruption of its obligations under the Agreement.</p> <p>Cloudflare will also maintain and annually update a documented data breach action and response plan.</p> <p>Cloudflare's IT Security Measures can be found under Annex 2 of the DPA (https://www.cloudflare.com/cloudflare-customer-dpa/) and under the Information Security</p>

		Exhibit (https://www.cloudflare.com/security-exhibit/) , both incorporated in the ToS.
(d)	the obligation of the ICT third-party service provider to participate and fully cooperate in the financial entity's TLPT (threat led) penetration testing) as referred to in Articles 26 and 27 ;	Cloudflare accepts, when required by the Customer, to participate and fully cooperate with the Customer to threat-led penetration testing that shall be carried out by a third party provider appointed by Cloudflare.
(e)	<p>the right to monitor, on an ongoing basis, the ICT third-party service provider's performance, which entails the following:</p> <p>(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;</p> <p>(ii) the right to agree on alternative assurance levels if other clients' rights are affected;</p> <p>(iii) the obligation of the ICT third-party service provider to fully cooperate during the onsite inspections and audits performed by the competent authorities, the Lead Overseer, financial entity or an appointed third party; and</p> <p>(iv) the obligation to provide details on the scope, procedures to be followed and frequency of such inspections and audits;</p>	<p>Cloudflare grants the Customer an audit right which is stated under section 5 of the DPA in detail.</p> <p>Cloudflare is a highly audited and regulated company, and commits to comply with and maintain the following certifications during the term of the Agreement:</p> <ul style="list-style-type: none"> ● ISO/IEC 27001 (Information Security Management Systems) ● ISO/IEC 27701 (ISO privacy certification) ● ISO/IEC 27018 (Cloud Privacy) ● PCI DSS ● SOC 2 Type II ● C5 Type 2 <p>Customers can request Cloudflare's comprehensive yearly audit report which is also available under their dashboard after login.</p> <p>If any necessary information shall be missing or not sufficient to comply with the audit requirements under DORA the Customer is entitled to conduct an audit. We fully cooperate and we give the resolution authority unrestricted audit and access rights.</p> <p>The scope and other details of any audit are determined in the Agreement.</p>

(f)	exit strategies, in particular the establishment of a mandatory adequate transition period:	Cloudflare recognizes that Regulated Entities need to be able to exit our Services without undue disruption to their business and without limiting their compliance with regulatory requirements. Therefore Cloudflare offers to continue to provide the services under the agreement for a pre-defined period of time after expiration or termination of the Agreement to Regulated Entities (" Transition Period ") upon request.
(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;	<u>Please see under Art. 30 (3) (f)</u>
(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.	<u>Please see under Art. 30 (3) (f)</u>
	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 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.	We grant this right to the Customer under section 5 in our DPA. The current version can be found at: https://www.cloudflare.com/cloudflare-customer-dpa/ .