

Data Processing Agreement (DPA) – TNGNET B.V.

This Data Processing Agreement ('DPA') forms part of the service relationship between TNGNET B.V. ('TNGNET') and its customer ('Customer'), collectively referred to as the 'Parties'. This DPA governs the processing of personal data as required by Article 28 of the General Data Protection Regulation (EU 2016/679, 'GDPR').

1. Scope and Applicability

This DPA applies where TNGNET processes personal data on behalf of the Customer in the course of providing infrastructure, GPU, cloud computing, colocation, and related services.

2. Roles of the Parties

For the purposes of this DPA, the Customer acts as the Data Controller, determining the purposes and means of processing the data it uploads or transmits through TNGNET's infrastructure. TNGNET acts as the Data Processor, processing such data solely on behalf of the Customer and only as necessary to deliver the agreed services. TNGNET has no knowledge of, or control over, the content of the data and does not access or use it for any purpose other than service provision.

This DPA does not apply to personal data that TNGNET processes as a Data Controller, including Customer account, billing, and communication data processed for TNGNET's own business purposes. Such processing is described in TNGNET's Privacy Statement.

3. Subject Matter and Duration

The subject matter of processing includes Customer Data uploaded, transmitted, or stored through TNGNET's infrastructure or related services. The DPA remains valid for the duration of the service agreement and thereafter as long as TNGNET retains Customer Data.

4. Nature and Purpose of Processing

TNGNET processes personal data solely to provide, secure, and maintain its services for the Customer, including storage, backup, technical support, monitoring, billing, and compliance purposes.

5. Type of Personal Data and Data Subjects

Categories of data: contact details, account identifiers, system logs, payment details, and other data transmitted by the Customer.

Data subjects: employees, clients, or end-users of the Customer.

6. TNGNET's Obligations as Processor

TNGNET shall:

- Process personal data only on documented instructions from the Customer;
- Ensure that personnel are bound by confidentiality;

- Implement appropriate technical and organizational measures;
- Assist the Customer in responding to data subject requests;
- Notify the Customer without undue delay after becoming aware of a personal data breach;
- Make available all information necessary to demonstrate compliance with this DPA and GDPR.

7. Sub-Processors

TNGNET may engage sub-processors for the provision of services. Current sub-processors are listed in TNGNET's Sub-Processor List, available at www.tngnet.com/legal. TNGNET ensures sub-processors are bound by equivalent GDPR obligations and provides notice of material changes.

8. Security Measures

TNGNET maintains a comprehensive security framework, including encryption, physical security, access control, secure authentication, backups, monitoring, and network segmentation. TNGNET maintains detailed Technical and Organizational Measures (TOMs) as part of its internal security policy.

9. International Transfers

All data is stored and processed within the European Economic Area (EEA). If transfers outside the EEA occur, TNGNET will ensure they are covered by appropriate safeguards under Chapter V of the GDPR, including the EU Standard Contractual Clauses (2021/914/EU).

10. Data Breach Notification

TNGNET will notify the Customer within 48 hours of becoming aware of a data breach. The notification shall include available details, potential impact, and remediation steps.

11. Return or Deletion of Data

Upon termination or expiration of the agreement, TNGNET shall delete or return all Customer Data upon request, except where retention is required by applicable law.

12. Liability and Governing Law

This DPA is governed by the laws of the Netherlands. The competent court for disputes shall be Amsterdam, the Netherlands.