

DORA Art. 30 clause schedule

The Art. 30(2) and 30(3) positions of Norento BV (trading as TestingBot) towards the Customer named in the Order Form. The clause tables below are generated from the same data that renders <https://trust.testingbot.com/dora>, so this schedule and the public page cannot state different positions.

How this becomes binding: this schedule states our position clause by clause. It takes contractual effect when it is referenced in your Order Form, alongside the DPA. Where you need negotiated operative wording, a signed counterpart, or terms that depart from the positions below, contact us and we will paper it against your template.

Art. 30(2): provisions for all ICT services

CLAUSE	REQUIREMENT	TESTINGBOT POSITION	STATUS
30(2)(a)	Clear service description; whether subcontracting of a critical or important function is permitted and under which conditions	The service is described in the Order Form and product documentation. Subcontracting is permitted only per the live sub-processor register on this site, with a 14-day objection right under the DPA. The 30-day advance notice for material changes affecting critical or important functions is a published commitment on this site and becomes a contractual term when the Art. 30 clause schedule is referenced in the Order Form.	In place
30(2)(b)	Locations (countries) where the service is provided and where data is processed and stored, with advance notice of changes	Provided from Belgium, Germany, and Switzerland; data stored in Belgium, Germany, Finland, Ireland, and Switzerland; data processed in Belgium, Germany, Finland, and Switzerland. Switzerland is covered by a European Commission adequacy decision. Changes are announced via the sub-processor notice mechanism before they take effect.	In place
30(2)(c)	Provisions on availability, authenticity, integrity and confidentiality of data	TLS 1.2+ in transit, AES-256 at rest, role-based access control with enforced invariants, audit logging with CSV export, log redaction. Detailed in the TOMs and Security Whitepaper.	In place
30(2)(d)	Access, recovery and return of data on insolvency, resolution, discontinuation or termination	Test artefacts and account data export over the REST API at any time; on termination, data return and deletion per the DPA. The exit summary below describes the transition path.	In place

CLAUSE	REQUIREMENT	TESTINGBOT POSITION	STATUS
30(2)(e)	Service level descriptions, including updates and revisions	Published service level description (sla.pdf on this site) covering the availability target, the external measurement method and the operational indicators; versioned, and incorporated by reference when the Art. 30 clause schedule is referenced in the Order Form.	In place
30(2)(f)	Incident-related assistance at no additional cost or at a cost determined ex ante	Assistance with incidents affecting the TestingBot service is provided at no additional cost. Assistance with customer-side incidents where TestingBot is not the cause is available at a rate fixed in the contract.	In the schedule
30(2)(g)	Full cooperation with the competent authorities and resolution authorities of the customer	TestingBot contractually commits to full cooperation with the customer's competent and resolution authorities, including access to information on request.	In the schedule
30(2)(h)	Termination rights and minimum notice periods, per competent-authority expectations	The Art. 30 clause schedule grants the Art. 28(7) termination grounds with a minimum notice period stated in the Order Form.	In the schedule
30(2)(i)	Participation in the customer's ICT security awareness programmes and digital operational resilience training	TestingBot participates in customer security-awareness and resilience training on request.	In the schedule

Art. 30(3): additional provisions where the service supports a critical or important function

CLAUSE	REQUIREMENT	TESTINGBOT POSITION	STATUS
30(3)(a)	Full service level agreements with precise quantitative and qualitative performance targets	The published service level description defines the 99.9% availability target, its external measurement method and the operational indicators (session provisioning success rate, p95 queue-to-start, API error rate); monthly published figures begin with the first full month of external probing.	In preparation
30(3)(b)	Notice periods and reporting obligations, including notification of developments that may materially impair service	The incident notification commitment below, including material-impairment notification and a fixed update cadence sized to the customer's Art. 19 reporting clocks.	In the schedule

CLAUSE	REQUIREMENT	TESTINGBOT POSITION	STATUS
30(3)(c)	Obligation to implement and test business contingency plans and maintain ICT security measures	Daily automated database backups replicate to independent offsite object storage (AWS S3), with per-run evidence records and an automated staleness alarm. Monthly restore verification with measured recovery times is being instituted; the first dated DR test report will be published to this site.	In preparation
30(3)(d)	Participation in the customer's threat-led penetration testing (Arts. 26-27), including pooled testing	TestingBot commits to participate in customer TLPT, including pooled testing under Art. 26(4)-(5).	In the schedule
30(3)(e)	Unrestricted access, inspection and audit rights for the customer, its appointee and the competent authority; alternative assurance levels may be agreed	TestingBot grants unrestricted audit and inspection rights to the customer, its appointee and the competent authority. As alternative assurance matures (independent penetration test, certification), Art. 30(3)(e)(ii) alternative assurance levels can be agreed.	In the schedule
30(3)(f)	Exit strategy with an adequate transition period	Exit is low-complexity by construction: standard test protocols, no proprietary formats, REST API export. The schedule grants a transition period stated in the Order Form during which the service continues under the same terms.	In the schedule

Incorporated documents

- Register of Information data sheet (dora-register-of-information.pdf)
- Exit plan (dora-exit-plan.pdf)
- Incident notification commitment (dora-incident-notification.pdf)
- Service level description (sla.pdf)
- Data Processing Addendum (dpa.pdf) and the live sub-processor register

Governing terms

- Governing law and forum: Belgium, aligning with the Register of Information entry.
- Audit rights: unrestricted access, inspection and audit for the Customer, its appointee and the competent authority, with the Art. 30(3)(e)(ii) alternative-assurance mechanism available by agreement.
- Termination: the Art. 28(7)(a)-(d) grounds, with the notice period stated in the Order Form.
- Incident assistance: no additional cost where TestingBot is the cause; otherwise at the rate fixed in the Order Form.

- Order of precedence against the Terms of Service is set in the Order Form.