

Information on “cloud switching” for IaaS services under the Data Act

Standard service fees and penalties for early termination

Standard service fees for the duration of the switch are the contractually agreed, monthly recurring, consumption-based service fees specified in the respective Yorizon offer.

As a penalty for early termination, the provider is entitled to demand and invoice the customer for a one-time penalty payment amounting to 90% or a payment from the customer amounting to 95% in the case of payment in at least five instalments (*Raten*) of the fees agreed for the remaining (minimum) contract term until the next possible ordinary termination date as compensation for early termination.

Contractual transparency obligations under Art. 28 Data Act

Jurisdiction to which the ICT infrastructure deployed for data processing of the individual Yorizon services is subject:	Germany
General description of the technical, organizational, and contractual measures adopted by the provider of data processing service in order to prevent international governmental access to or transfer of non-personal data held in the Union where such access or transfer would create a conflict with Union law or the national law of the relevant Member State:	Yorizon has implemented a comprehensive concept of technical and organizational measures, which is specified in more detail in the order processing agreement pursuant to Art. 28 GDPR, among other places. In addition, all technical and organizational measures relating to an IaaS environment are subject to ISO 27001 certification, which is currently being developed, as well as BSI C5 certification, which is also currently being developed by Yorizon. Yorizon has also implemented numerous internal guidelines.