

GDPR · ARTICLE 28 · DATA PROCESSOR TERMS

Data Processing Agreement

Entered into pursuant to Article 28 of Regulation (EU) 2016/679 (the General Data Protection Regulation).

This Data Processing Agreement (the “DPA”) forms part of and is subject to the Terms of Service and any related order between the Customer and Riven Cloud OÜ, and governs the Processing of Personal Data carried out by Riven Cloud on behalf of the Customer in connection with the Services.

01 The Parties

PROCESSOR	CUSTOMER · CONTROLLER
Riven Cloud OÜ Registry code 14649572 VAT EE102133053 Sepapaja tn 6, Tallinn, 15551, Estonia legal@riven.ee · +372 6026523	Company / name _____ Registration no. _____ Address _____ _____ Email _____

Each a “Party” and together the “Parties.”

02 Definitions

Terms such as “Controller”, “Processor”, “Data Subject”, “Personal Data”, “Processing”, “Personal Data Breach”, and “Supervisory Authority” have the meanings given to them in the GDPR. “GDPR” means Regulation (EU) 2016/679. “Services” means the virtual private server and related services provided by Riven Cloud. “Sub-processor” means any third party engaged by the Processor to Process Personal Data.

03 Roles and scope

3.1 The Customer is the Controller and Riven Cloud is the Processor with respect to Customer Personal Data Processed under the Services. Where the Customer is itself a processor acting on behalf of a third-party controller, Riven Cloud acts as a sub-processor.

3.2 Riven Cloud shall Process Personal Data only on the documented instructions of the Customer, including as set out in this DPA and the Terms of Service, unless required to do so by Union or Member State law to which Riven Cloud is subject; in which case Riven Cloud shall inform the Customer of that legal requirement before Processing, unless that law prohibits such notice.

3.3 The subject matter, duration, nature, and purpose of the Processing, the types of Personal Data, and the categories of Data Subjects are described in Annex 1.

04 Obligations of the Processor

Riven Cloud shall:

- (a) Process Personal Data only on the Customer's documented instructions, including with regard to transfers of Personal Data to a third country, unless required by law as set out in clause 3.2;
- (b) ensure that persons authorised to Process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
- (c) implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, as described in clause 5 and Annex 2;
- (d) respect the conditions for engaging Sub-processors set out in clause 6;
- (e) taking into account the nature of the Processing, assist the Customer by appropriate technical and organisational measures, insofar as possible, in responding to requests from Data Subjects exercising their rights under Chapter III of the GDPR;
- (f) assist the Customer in ensuring compliance with its obligations under Articles 32 to 36 of the GDPR, taking into account the nature of Processing and the information available to Riven Cloud;
- (g) at the choice of the Customer, delete or return all Personal Data after the end of the provision of the Services, and delete existing copies unless storage is required by law, as set out in clause 8;
- (h) make available to the Customer all information necessary to demonstrate compliance with Article 28 of the GDPR and allow for and contribute to audits, including inspections, as set out in clause 7.

05 Security of Processing

Taking into account the state of the art, the costs of implementation, and the nature, scope, context, and purposes of Processing, Riven Cloud shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, including the measures described in Annex 2. Riven Cloud shall notify the Customer without undue delay after becoming aware of a Personal Data Breach affecting Customer Personal Data, and shall provide the Customer with information reasonably necessary to enable the Customer to meet its obligations under Articles 33 and 34 of the GDPR.

06 Sub-processors

6.1 The Customer provides general authorisation for Riven Cloud to engage Sub-processors, such as data centre operators and payment providers, to support the provision of the Services. A current list of Sub-processors is available on request at legal@riven.ee.

6.2 Riven Cloud shall inform the Customer of any intended changes concerning the addition or replacement of Sub-processors, giving the Customer the opportunity to object on reasonable grounds related to data protection.

6.3 Where Riven Cloud engages a Sub-processor, it shall impose data protection obligations substantially the same as those set out in this DPA by way of a written contract, and remains fully liable to the Customer for the performance of the Sub-processor's obligations.

07 Audits

Riven Cloud shall make available to the Customer all information reasonably necessary to demonstrate compliance with Article 28 of the GDPR, and shall allow for and contribute to audits, including inspections, conducted by the Customer or an auditor mandated by the Customer, on reasonable prior notice and subject to confidentiality obligations, in a manner that does not unduly disrupt Riven Cloud's operations or the security of other customers.

08 Return and deletion of Personal Data

Upon termination of the Services, and at the choice of the Customer, Riven Cloud shall delete or return all Personal Data Processed on behalf of the Customer and delete existing copies, unless Union or Member State law requires storage of the Personal Data. The Customer remains responsible for exporting its own data prior to termination where the Services allow.

09 International data transfers

Some of Riven Cloud’s infrastructure is located outside the European Economic Area. Where Processing under this DPA involves a transfer of Personal Data to a country outside the European Economic Area that is not subject to an adequacy decision, such transfer shall be governed by the European Commission’s Standard Contractual Clauses (Implementing Decision (EU) 2021/914), which are incorporated into this DPA by reference and completed in accordance with Annex 1, together with any supplementary measures required to ensure an essentially equivalent level of protection.

10 Liability, term, and governing law

10.1 This DPA takes effect on the date of last signature and remains in force for as long as Riven Cloud Processes Personal Data on behalf of the Customer.

10.2 Each Party’s liability under this DPA is subject to the limitations and exclusions of liability set out in the Terms of Service.

10.3 This DPA is governed by the laws of the Republic of Estonia, and the courts of Estonia shall have jurisdiction, without prejudice to the rights of Data Subjects under the GDPR.

10.4 In the event of a conflict between this DPA and the Terms of Service regarding the Processing of Personal Data, this DPA prevails.

11 Signatures

PROCESSOR · RIVEN CLOUD OÜ	CUSTOMER · CONTROLLER
Signature _____	Signature _____
Name _____	Name _____
Title _____	Title _____
Date _____	Date _____

ANNEX 1

Description of the Processing

ITEM	DESCRIPTION
Subject matter	Provision of KVM virtual private server and related services by the Processor to the Controller.

Duration	For the term of the Services and until deletion or return of Personal Data in accordance with clause 8.
Nature & purpose	Hosting, storage, transmission, and computation of data on infrastructure operated by the Processor, as configured and controlled by the Controller.
Data Subjects	As determined by the Controller — e.g. the Controller's customers, end users, employees, and contacts.
Personal Data	As determined by the Controller and stored on or transmitted through the Services. The Controller is responsible for not storing special categories of data unless appropriate safeguards are in place.
Locations	The region(s) selected by the Controller from those made available by the Processor.

ANNEX 2

Technical and organisational measures

The Processor maintains, at minimum, the following measures:

- Encryption in transit — connections between the Processor and clients use the SSL/TLS protocol.
- Access control — access to systems Processing Personal Data is restricted to authorised, trained personnel on a need-to-know basis.
- Physical security — infrastructure is housed in access-controlled data centre facilities operated by vetted Sub-processors.
- Network security — measures to protect against unauthorised access, including monitoring and abuse prevention.
- Confidentiality — personnel are bound by confidentiality obligations.
- Resilience — daily backups are provided as part of the Services; the Controller remains responsible for verifying and exporting its own backups.
- Incident management — processes to detect, respond to, and notify Personal Data Breaches without undue delay.

Riven Cloud DPA · v1.0 – 1 July 2026. For the current version and sub-processor list, contact legal@riven.ee.