

## ANNEX B - DORA Addendum- IP Transit and connectivity services

### Glossary of terms

- **Business Continuity and Recovery:** The ability to continue operations in the event of a catastrophic failure
- **Carrier:** IP transit provider
- **Demarcation:** The physical boundary where the Partner or Carrier's network ends and the provider's network begins
- **Customer:** Person or legal entity who has purchased the ICT services.
- **Service Provider:** Blacknight is the provider of transit and connectivity service to the customer
- **DORA:** Regulation (EU) 2022/2554 for financial services providers to ensure cyber operational resilience. <https://eur-lex.europa.eu/eli/reg/2022/2554/oj/eng>
- **IP Transit** - a paid service where an Internet Service Provider (ISP) or transit carrier sells access to its global network backbone, allowing smaller ISPs, businesses, or data centres to connect their networks to the internet
- **Network Connectivity:** the connection of a customer's circuit to the internet over Blacknight's infrastructure
- **NTU:** Network termination Unit
- **Partner:** Connectivity partner of Blacknight who provides connectivity services
- **Technical and organisational measures:** The combined physical, technical, and procedural safeguards organisations implement to protect sensitive data, networks and IT systems.

This document is an annex to the Master Terms of Service agreement on [www.blacknight.com/terms](http://www.blacknight.com/terms)

Whereas the **Customer** is a financial services provider subject to Regulation (EU) 2022/2554 on digital operational resilience for the financial sector ("DORA"), and Blacknight is the provider of the ICT services, in accordance with DORA provisions relating to article 28(7) and article 30(2) of DORA, the following is agreed...

The Service Provider supplies **IP transit and network connectivity services**, via a third-party connectivity **Partner**, which may include routing, redundancy, and operational support, as outlined in the service contract and applicable SLA.

The Service Provider shall endeavour to maintain appropriate **technical and organisational measures** to facilitate:

- Network availability and resilience
- Integrity of traffic and routing
- Protection against cyber threats and major outages
- Measures shall be aligned with the service providers ISO27001 management framework.

The Service Provider shall notify the Customer without undue delay after becoming aware of any material ICT-related incident affecting the services.

Notification shall include, where reasonably available:

- Nature of the incident
- Service impact
- Mitigation actions and expected resolution

The Service Provider shall maintain **business continuity and recovery measures** appropriate to IP transit services, including network redundancy and failover capabilities. The service provider is not responsible for outages relating to the **Transit provider** or **Carrier** but will act on behalf of the customer to resolve any issues with the **Partner** provider. Dependant on the service provided, the Provider **demarcation** point may be at the Carrier NTU on the customers premises in the case of leased line services or within the Blacknight Data Centre in the case of colocation services.

The Service Provider shall reasonably cooperate with the Customer and competent authorities in relation to **DORA-related regulatory requests** concerning the services.

The Customer may terminate the Agreement in accordance with the terms specified in the contract only. Should continued service pose a material ICT risk and be deemed by the designated competent authority (The Central Bank of Ireland) as being non-compliant with DORA the Service Provider shall support an orderly service transition, subject to the contract.

Nothing in this Addendum limits liability in a manner inconsistent with applicable law or DORA requirements.

This Agreement and any disputes arising from the performance or breach hereof shall in all respects be governed by and construed and enforced in accordance with Irish law and jurisdiction of the Irish Courts.