List of Sub-Processors

DID Daten-Intermediär-Dienste FlexCo

Version 2026-10 · Dated 20 October 2026 · Annex 3 to the Data Processing Agreement

Version	Date	Description of change
2026-10	2026-10-20	First published version. Compiled from the data processing agreements on file, the supplier risk assessments of 2026-03-06 and the Record of Processing Activities v1.0.

1 Introduction

1.1 Purpose

This document lists the sub-processors (further processors pursuant to Art. 28(2) and (4) GDPR) engaged by DID Daten-Intermediär-Dienste FlexCo ("DID FlexCo") for the provision of its data intermediation service. It implements the obligation in the Data Processing Agreement to maintain a current list of all sub-processors and to make it available to the controller. It forms Annex 3 to that agreement, in the version applicable at the relevant time.

1.2 Scope

Chapters 2 and 3 cover the service providers that process personal data on behalf of a controller through the intermediary infrastructure, together with the further processors engaged by them as far as they are disclosed in the respective data processing agreement.

Chapter 4 lists, for transparency, the processors that DID FlexCo engages for its own purposes as a controller, for example for internal administration and documentation. They are not sub-processors within the meaning of Art. 28(4) GDPR. These services are not used to process data that DID FlexCo processes on behalf of a controller; such data remain within the platform infrastructure listed in chapter 2.

Chapter 5 lists recipients that act as independent controllers or that receive data under a legal obligation. They are not processors.

1.3 Change management

Before a new sub-processor is engaged, a supplier risk assessment is carried out and a data processing agreement with obligations equivalent to those of DID FlexCo is concluded. DID FlexCo informs the controller at least 30 days in advance of any intended addition or replacement of a sub-processor, in text form or through the platform; the controller may object for good cause within that period. Every change is recorded in this list and in its revision history, and the current version is retrievable at the address given in the Data Processing Agreement.

Critical sub-processors are reviewed at least annually, high-risk suppliers semi-annually or event-driven. Based on the assessments of 2026-03-06, the next review of the critical sub-processors is due by 2027-03-06.

1.4 Planned changes

DID FlexCo intends to move the backup storage of SP-02 to an Austrian processing location and to replace Microsoft 365 (chapter 4) with a solution operated in Austria. Both changes are planned to be completed by Q2/2027 and will be reflected in this list when they take effect.

2 Overview of sub-processors

The following sub-processors are engaged by DID FlexCo for the provision of the data intermediation service. Details are given in chapter 3.

No.	Sub-processor	Service	Processing location	Criticality	Transfer basis
SP-01	netcup GmbH	IaaS: virtual servers and the Kubernetes cluster hosting the platform	EU (data centres Nuremberg, DE and Vienna, AT)	Critical	Not required (EU)
SP-02	Akenes SA (Exoscale)	Cloud storage for encrypted backups of databases and volumes	Austria (zones AT-VIE-1 / AT-VIE-2); company seat Switzerland	Critical	Adequacy decision Switzerland (Art. 45 GDPR)
SP-03	ALL-INKL.COM – Neue Medien Münnich	Domain registration and web hosting including e-mail functionality	Germany (data centres Dresden)	Low	Not required (EU)

3 Sub-processor details

3.1 SP-01 netcup GmbH

Legal entity: netcup GmbH, Emmy-Noether-Straße 10, 76131 Karlsruhe, Germany.

Service: Infrastructure as a service: virtual servers and hosting infrastructure. The DID FlexCo platform runs as container images on a Kubernetes cluster hosted by netcup.

Processing activities: User registration, onboarding and account management; data sharing and contract management; platform operation, logging and security; support and stakeholder communication.

Data subjects and data: Customers, website visitors and processors; name data, contact and address data, date of birth, customer contract data, login and authentication data, location and geographic data. No special categories of personal data (Art. 9 GDPR).

Processing location: European Union; netcup operates data centres in Nuremberg (DE) and Vienna (AT).

Certifications: ISO 9001 and ISO/IEC 27001 (TÜV NORD CERT GmbH), ISO/IEC 27701:2019 (CIS, No. 00051/2), ISO 14001.

Further processors engaged by netcup:

- ANX Holding GmbH, Feldkirchner Straße 140, 9020 Klagenfurt, Austria – support services such as regulatory inquiries and billing;
- ANEXIA Internetdienstleistungs GmbH, Feldkirchner Straße 140, 9020 Klagenfurt, Austria – infrastructure services in the data centre environment and provision of personnel;
- ANEXIA Deutschland GmbH, Emmy-Noether-Straße 10, 76131 Karlsruhe, Germany – infrastructure services in the data centre environment and provision of personnel.

netcup informs the client in writing before engaging further subcontractors; objection is possible for objective reasons within 14 calendar days.

Third-country transfer: None.

Contractual basis: netcup "Contract data processing for customers" (Art. 28 GDPR), version 6 (2025/08), dated 2026-01-22; technical and organisational measures in Annex 1 to that agreement.

Supplier assessment: 2026-03-06 – criticality critical, ISO/IEC 27001 certified, risk class low, approved.

3.2 SP-02 Akenes SA (Exoscale)

Legal entity: Akenes SA, Boulevard de Grancy 19A, 1006 Lausanne, Switzerland, company identification number CHE-423.524.322. Exoscale is a registered trademark of Akenes SA.

Service: Cloud storage for backups of databases and volumes.

Processing activities: Platform operation, logging and security – backup and recovery. Backups may contain all categories of personal data processed on the platform.

Data subjects and data: As for SP-01, in the form of backup copies. Backups are encrypted before transfer and storage.

Processing location: Austria, zones AT-VIE-1 and AT-VIE-2. Company seat of the processor: Switzerland.

Certifications: ISO/IEC 27001:2013, ISO 9001:2008 and ISO 9001:2015 for AT-VIE-1 and AT-VIE-2.

Further processors: Aiven Oy, Helsinki, Finland – orchestration of database-as-a-service instances; relevant only if that service is used, which is not the case for the backup storage engaged here. Exoscale notifies changes at least 30 days in advance; in case of objection the services may be terminated at 30 days' notice.

Third-country transfer: Switzerland, on the basis of the adequacy decision of the European Commission (Art. 45 GDPR). The agreement restricts transfers to Switzerland, the EU/EEA and countries with an adequacy decision; otherwise standard contractual clauses apply.

Contractual basis: Exoscale Data Processing Addendum v3, applicable from 2025-05-05.

Supplier assessment: 2026-03-06 – criticality critical, ISO/IEC 27001 certified, risk class low, approved.

3.3 SP-03 ALL-INKL.COM – Neue Medien Münnich

Legal entity: ALL-INKL.COM – Neue Medien Münnich, owner René Münnich, Hauptstraße 68, 02742 Friedersdorf, Germany.

Service: Domain registration for intermediary.at and go-data.at; web hosting including e-mail server functionality under the data processing agreement.

Data subjects and data: Registrant data for the domain registration; depending on the use of the hosting storage, web and e-mail content.

Processing location: Germany, own data centres in Dresden.

Certifications: No ISO/IEC 27001 certification; data are stored exclusively on servers in Germany.

Further processors engaged by ALL-INKL.COM:

- Neue Medien Münnich GmbH, Hauptstraße 68, 02742 Friedersdorf, Germany – contract management, support and data centre;
- YASDA Online GmbH, Hauptstraße 68, 02742 Friedersdorf, Germany – contract management, support and data centre.

Third-country transfer: None.

Contractual basis: Auftragsverarbeitungsvertrag V20180518.

Supplier assessment: 2026-03-06 – criticality low, approved.

4 Processors engaged for DID FlexCo's own purposes

The following processors support the internal administration and documentation of DID FlexCo. DID FlexCo is the controller for these processing activities; the processors are therefore not sub-processors within the meaning of Art. 28(4) GDPR and are listed here for transparency only. They are not used for data processed on behalf of a controller.

Processor	Purpose	Processing location and transfer basis	Contractual basis
Microsoft Ireland Operations Limited (Microsoft 365)	E-mail, office and communication tools for support correspondence, personnel administration and accounting	EU and USA; EU-U.S. Data Privacy Framework (Art. 45 GDPR) and standard contractual clauses (Art. 46(2)(c) GDPR)	Microsoft Products and Services Data Protection Addendum, incorporated into the subscription

Processor	Purpose	Processing location and transfer basis	Contractual basis
Atlassian Pty Ltd (Jira, Confluence)	Documentation of the information security management system	Third country (USA); EU-U.S. Data Privacy Framework (Art. 45 GDPR) and standard contractual clauses (Art. 46(2)(c) GDPR)	Atlassian Data Processing Addendum, effective 2025-10-07, supplementing the Atlassian Customer Agreement

5 Other recipients

The following recipients are not processors of DID FlexCo.

Recipient	Context	Classification
A-Trust GmbH (qualified trust service provider)	Qualified electronic signature, time stamping and sealing of the contracts concluded on the platform. The Hash2Sign software is installed in the infrastructure of DID FlexCo; the documents remain there and only their hash value is transmitted to A-Trust. The issuing of certificates is not part of the agreement; signatories use their own ID Austria identity.	Qualified trust service provider under Regulation (EU) No 910/2014, supervised by RTR. Processes the identity data of the signatory under its own statutory obligations and is an independent controller in that respect. Not a processor of DID FlexCo, because no personal data are processed on its behalf.
ID Austria (eID)	Identity verification and login	Identity provider acting as an independent controller
Wallet of the data subject (e.g. SSI wallet)	Consent capture and authentication	Under the control of the data subject; not a processor
Contractual counterparties (data holders, data users, service providers)	Data sharing, disclosure and exchange agreements concluded on the platform	Controllers in their own right
Public authorities	Tax and social security obligations	Recipients under a legal obligation