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SWIPO Codes of Conduct for Switching and Data Portability (IaaS)

Opiquad Transparency Statement

Introduction

SWIPO (Switching Cloud Providers and Poing Data), a multi-stakeholder group facilitated by the European Commission, has developed the Data Poability Codes of Conduct for IaaS services. This Codes guide the relationship between Cloud customers and Cloud Service Providers (CSPs) to ensure customers are able to migrate their data from one cloud provider to another.

CSPs provide a transparency declaration to help Cloud customers when considering any such switching and poing activity. This transparency declaration is designed to provide Opiquad IaaS customers with more insight into how we support the switching process and help secure a safe transfer of data into our cloud services and onto new service providers.

The following Transparency Declaration relates to:

(1) the Code of Conduct for Data Portability and Cloud Service Switching for Infrastructure as a Service (IaaS) Cloud services v.3.0.

It is intended to demonstrate compliance with the Codes for Opiquad IaaS.

Mapping for IaaS requirements - Opiquad IaaS

CoC Control	Response
PR01 - Procedures for initiating switching and porting from the cloud service when it is a porting source	Exporting data from Opiquad IaaS is enabled by technical support. Customer will get all the data through Opiquad dedicated web portal.
PR02 - Procedures for initiating switching and porting to the cloud service when it is a porting destination	The process of migrating to Opiquad IaaS, can vary based on the type of data to be processed and stored on the platform, and the services to be utilized. Opiquad technical support will manage the migration for the customer.
PR03 - Available porting methods and formats, including available protections and known restrictions and technical limitations	The available porting methods are OVF, Vmware OVF Format, VHD Image Format, XEN, Linux KVM, Microsoft Hyper V. For kubernetes the porting method is in yaml format. Limitations for image size, are stricted to the platform architecture.

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PR04 - Charges and terms associated with porting	Opiquad undertakes to bear the charges, and understands the terms of the data acquisition (and porting) process.
PR05 - Procedures for activating a new cloud service when it is the porting destination	Opiquad wrote and implemented the necessary procedures for activate the new cloud server, and when is required a porting destination.
PR06 - The exit process for an existing cloud service, where it is the porting source, and where the CSC is aiming to terminate its use of the cloud service once porting is complete	After the customer confirmed the exit process from Opiquad, there will start the procedures to make available data to the destination INFRA or CSP.
PR07 - Available management capabilities for the porting and switching process	Opiquad will support the porting and switching process to the customer, in the way to prevent loss of service. The management capabilities are monitored by internal procedures.

CoC Control	Response
DP01 - The cloud service shall be capable of importing and exporting CSC Infrastructure Artefacts, in an easy and secure way, supporting the following scenarios: CSC to cloud service, cloud service to cloud service and cloud service to CSC. The Infra. CSP shall provide the support to enable the transfer of Infrastructure Artefacts using structured, commonly used, machine-readable format.	Opiquad is able to import and export CSC infrastructure artefacts in easy and secure way, supporting the scenario: CSC to cloud services, cloud services to cloud services, and cloud service to CSC. The machine readable format are available and supported by Opiquad.
DP02 – When exporting CSC Infrastructure Artefacts from a CSC to a cloud service, or between cloud services, the Infra. CSP should provide support to facilitate the interoperability between the CSC's capabilities including the user function, administrator function and business function related to the cloud service.	The support can be provided for this interoperability control, along user, administrator and in the case business function.
DP03 - The Infra. CSP shall declare any support to facilitate the interoperability between the CSC's capabilities including the user function, administrator function and business function related to the cloud service.	The support can be provided for this interoperability control, along user, administrator and in the case business function.
DP04 – The Infra. CSP should provide Application Programing Interfaces related to the cloud service and, if provided, they shall be fully documented. These APIs should enable the transfer of Infrastructure Artefacts between participating parties. If there are any associated dependencies on code libraries, they shall be declared and should be documented and made available.	Opiquad is able to provided the APIs to enable the transfer of Infrastructure Artefacts. Opiquad is able declare and document dependencies on code libraries.

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039 93 99 920 | info@opiquad.it | opiquad@pec.opiquad.it

Sede operativa: Via Bergamo, 60 – Merate 23807 (LC) | Sede legale: Via Pietro Paleocapa, 6 – Milano 20121 (MI)

Codice fiscale e Partiva Iva: IT 05866450967 | Codice SDI: M5UXCR1 | REA: MI – 1946731 | Capitale Sociale: € 90.000 i.v.

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DP05 - The cloud service is not required under this Code to transform the CSC Infrastructure Artefacts where the destination environment requires the Infrastructure Artefacts to be in different formats than that offered by the source environment. Parties may agree otherwise in the CSA.	Opiquad follows the Cloud Service Agreement
DP06 – Transfer of CSC Infrastructure Artefacts to and from the cloud service should use open standards and open protocols for Infrastructure Artefacts movement.	Opiquad uses open protocols for the transfer.
DP07 – Where the CSC data involves Infrastructure Artefacts that rely on a feature or capability of the cloud service, the Infra. CSP shall provide an appropriate description of the environment for their execution and how the service dependencies can be satisfied.	Opiquad can provide the appropriate description of the custom enviroment and dependencies.
DP08 – The Infra. CSP should provide a self-service interface that enables the CSC to carry out periodic retrieval of the CSC's data. This functionality can be subject to contract and may include additional costs.	Opiquad can provide to the customer a self-service interface (based on open protocols) to enable the customer retriving the data.
DP09 - The Infra. CSP shall take reasonable steps to enable a CSC to maintain their service continuity while transferring data between providers, where technically feasible.	Opiquad can support CSC to maintain the service continuity described.

CoC Control	Response
SCR01 - The Infra. CSP shall describe in the CSP transparency statement the capabilities necessary for effective cloud service switching, to minimize loss of functionality, particularly security functionality. The Infra. CSP will define in the CSP transparency statement and the resulting CSA which derived data will be subject to the same porting requirements. Any porting capabilities relating to designated cloud service derived data shall be clearly described in the CSP transparency statement and the resulting CSA.	Opiquad is certified by iso/iec 27001, 27017, and mantains the capabilities necessary for the cloud service switching. Any porting capabilities and support is clearly described in the IaaS Service Agreement "carta dei servizi IaaS", published in this web page: https://www.opiquad.it/documenti/
SCR02 - The CSP transparency statement shall specify the following: a) the scope of Infrastructure Artefacts available for transfer; b) any claim on Intellectual Property Rights the Infra. CSP has on CSC data and how these rights are executed after a switch.	a) Artefacts available for transfer are virtual machines, kuberntes images or data; b) Opiquad in case will claim for possible intellectual property rights after a switch.

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CoC Control	Response
PLR01: The CSP transparency statement shall address performance, testing and the pricing mechanism necessary to meet portability requirements for transferring data from the Infra. CSP, including: PLR01 - the procedure to determine the testing of the mechanisms and schedule of a transfer, based on the CSC's business needs, security risks, and technical and support capabilities expected of each of the Infra. CSP and the CSC. Testing should include both the testing of the mechanisms used for porting data to and from a cloud service and also of the APIs used to access and to manage the data when stored within the cloud service. Further guidelines on testing of the mechanisms including APIs may be adopted by the relevant governance body of the Code. Acceptance of the testing should be made with the CSC, in the frame of a transparent test process. CSC should be recommended by the Infra. CSP to have a test suite;	Testing expoed Data is dependent on the intended destination system. Therefore, it is recommended that once the planned destination system is known, Data expo is tested with Opiqaud support staff.
PLR02 - what constitutes appropriate duration for the transfer of the data using current best practices and available technology, including any solutions not using a network;	Available technology as well as the internet connection may include the organization of transport (disks or any other memory support) to the customer.
PLR03 - for the anticipated volume of Infrastructure Artefacts the appropriate mechanisms, availability periods and price for the transfer;	The availability periods for the transfer are the working office hours; Opiquad could in some cases gives support to the customer or CSP also in the extra working hours.
PLR04 - allocation of responsibility and methods for providing security for the data to ensure, for example, access control, authentication of users, confidentiality and integrity through the process;	Opiquad is certified by iso/iec 27001, 27017, and provides confidentiality integrity availability through the transfer process.
PLR05 - the period during which the CSC is entitled to transfer their data once the CSA is terminated for whatever reason, and the nature of clear and timely warnings issued before CSC data is deleted.	Opiquad will send a notice to the customeror CSP once the trasnfer data has been completed, before delete any data.

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CoC Control	Response
FR1 - The CSA shall be documented (including in electronic form) and legally binding between the Infra. CSP and the CSC.	FR1/FR2 the CSA is documented, by single contract, data processing agreements, SLA, general service terms.
FR2 - The CSA may take any form, including but not limited to: a) a single contract; b) a set of documents such as a basic services contract with relevant annexes (data processing agreements, SLAs, service terms, security policies, etc.); or, c) standard online terms and conditions.	FR1/FR2 the CSA is documented, by single contract, data processing agreements, SLA, general service terms.

CoC Control	Response
TR01 - The terms and conditions necessary to meet this Code (including those referenced in clauses 5 of this Code) shall be described to potential CSC in clear terms and with an appropriate level of detail in a pre contractual CSP transparency statement between the CSC and the Infra.	Opiquad wrote the document "D SEC 27" (Opiquad Trasparency Statement) in clear terms to expose the level of detail.
TR02 - The Infra. CSP shall provide a transparency statement using the template of the IaaS Cloud Services CSP Transparency Statement version 1.0 and shall not alter the order and structure of this template.	Opiquad provides the statement with the templeate order.
TR03 - The description provided for in TR01 shall provide an appropriate level of details including: a) all aspects of compliance with this Code; b) all documentation, available support and tools to transfer the CSC data from one Infra. CSP to another; c) a description of the overall data porting process and supported capabilities including any data back-up and recovery processes adopted for the purpose of protecting the data while undertaking the porting of the data, security measures, record management and, if agreed upon, the deletion of the CSC's data after the data porting is successfully completed (if the CSC intends to terminate the cloud service contract). If the deletion capability is provided to the CSC by the Infra. CSP, the CSC can do the deletion on its own. The deletion shall be completed by the source Infra. CSP, in the case where such capability is not provided to the CSC;	The description includes all the aspects of compliance with this Code; Opiquad provides supports and if needed tools to transfer the data; the description abot backup processes; the deletion is provided by Opiquad.

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TR04 - Before the CSC accepts the CSA, the Infra. CSP shall provide to the CSC a CSP transparency statement describing the mechanism(s) related to the porting of CSC data: a) from a CSC's on-premise facilities to a Infra. CSP's cloud service b) from another cloud service to the Infra. CSP 's cloud service And: c) to the CSC's on-premise facilities from the Infra. CSP 's cloud service d) to another cloud service from the Infra. CSP 's cloud service	Opiquad sends to the customer the mechanism, using a document that describes the four cases.
TR05 - The Infra. CSP shall inform the CSC in a timely manner of any changes to the mechanisms and conditions, including identified costs, that would materially alter the portability of the CSC data. The CSC shall be given the right to terminate the agreement in advance.	Opiquad will inform in a timely manner the CSC of any changes to the mechanism and conditions, including possibile costs, that would alter the portability of the CSC data.
TR06 - The Infra. CSP shall inform the CSC without undue delay if there are permanent changes in its Declaration of Adherence.	Opiquad will respect this requirement.

Definitions

● CSP means Cloud Service Provider, which is Opiquad for the purposes of this transparency statement.

● CSC means Cloud Service Customer, which is any user, end user, or administrator that uses the Opiquad IaaS product or services described in this statement.

● CSA means Cloud Service Agreement, which includes the Opiquad service for IaaS.

● Data means "Customer Data"

● SLA means Service Level Agreement.

D SEC 27

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SGSI coordinator Riccardo Zonca	Quality coordinator Nicola Gerosa		Opiquad Governance