QInsights B.V.
Terms and Conditions

General Terms & Conditions / End User Licence Agreement
QualiDialog

These General Terms and Conditions (GTC)/End User Licence Agreement (EULA) govern the use of the SaaS for AI-supported data analysis “QualiDialog”, which is provided by QInsights BV. The service enables users to have uploaded documents automatically analysed and summarised according to various criteria (“Document Analysis”).

General part

§ 1 Subject matter of the contract

1. The subject of these GTC/EULA is all services provided within the scope of the QualiDialog product.

2. The provider of deliveries or services under this contract is QInsights BV, Bierstraat 123C, 3011 XA Rotterdam, The Netherlands, hereinafter referred to as “QInsights BV”.

3. Subject to explicit provisions to the contrary in these GTC/EULA, QInsights BV is the manufacturer and owner of all exploitation rights to QualiDialog.

§ 2 Payment processing via third-party provider

For purchases processed through Paddle, your invoice and payment receipt are issued by Paddle, not QInsights B.V.

Paddle acts as QInsights B.V.’s authorised reseller and Merchant of Record. It handles payment collection, invoicing, applicable taxes, refunds, chargebacks and subscription administration under its terms. QInsights B.V. provides the QualiDialog service under these GTC/EULA. Orders invoiced directly by QInsights B.V. are contracted directly with QInsights B.V.

§ 3 Services and technical requirements

1. QualiDialog offers the Customer the option of having uploaded documents automatically analysed and summarised by various criteria. For this purpose, the Customer uploads the documents to its QualiDialog Account, and QInsights BV forwards them to a service provider via an interface. The created result is displayed in the user account.

2. The owed quality and the exact functional scope of QualiDialog can be found in the functional descriptions available in the QualiDialog Manual: https://qualidialog.com/resources/manual.

3. The automated analysis of the Customer’s documents is not carried out by QINSIGHTS BV itself, but by service providers with which QINSIGHTS BV has a contractual agreement. The service providers use artificial intelligence for document analysis. A regularly updated list of the service providers used can be found at https://qualidialog.com/compliance.

4. QInsights B.V. may change its AI service providers or methods and update QualiDialog for valid reasons, including service improvements, technical changes, security or operational requirements. Customers are not entitled to a particular AI provider or method. Changes must preserve conformity

with the contract; customers will be informed of functional changes through their account or by email. Changes involving personal data remain subject to § 7 and the applicable data-processing agreement.

§ 4 Use of QualiDialog

1. Product presentations, in particular on QINSIGHTS BV's websites, do not constitute an offer to conclude a contract.

2. Information provided by QINSIGHTS BV via telephone is non-binding.

3. In order to use QualiDialog, the customer must create a customer account on QINSIGHTS BV's website. A contract granting the right to use QualiDialog is concluded when the customer agrees to these GTC/EULA within his QualiDialog Account.

4. The free trial ends after 30 days or when 1 million tokens have been used, whichever occurs first. No payment method is required, and the trial does not automatically convert to a paid subscription. Trial access is subject to the stated trial limits. If the Customer purchases a paid licence before the trial ends, the data and results in the trial account remain available in the paid account.

5. The customer is solely responsible for all activities carried out via their QualiDialog Account. The customer agrees to keep his login details confidential and not to grant third-parties access to his account. QINSIGHTS BV must be informed immediately if there is any suspicion of unauthorised use.

6. If the customer uses QualiDialog on behalf of a company or other organisation, they warrant that they are authorised to represent it in a legally binding manner. The obligations under this contract then also apply to the represented organisation.

7. The customer remains responsible for all content that they enter, store or transfer using QualiDialog. QINSIGHTS BV does not check their content. The customer warrants that they have all necessary rights and permissions to use and share this content.

8. The contract for the use of QualiDialog is concluded for an indefinite period unless a specific subscription term has been agreed. Paid subscriptions are subject to the agreed subscription term and the renewal and cancellation provisions in § 4a. The Customer may delete its QualiDialog Account, subject to any ongoing payment obligations under a paid subscription.

9. QINSIGHTS BV is permitted to collect and evaluate aggregated and anonymised data on the use of QualiDialog in order to improve or market the service and other products and services, provided that no personal data within the meaning of the GDPR is processed or disclosed.

§ 4a Subscription renewal, cancellation and refunds

1. Automatic renewal: If the Customer purchases access to QualiDialog on a subscription basis, the subscription shall automatically renew for the agreed billing period unless cancelled before the next renewal date.

2. Cancellation: The Customer may cancel the renewal of a subscription at any time. Cancellation shall take effect at the end of the then-current billing period.

3. Refunds: Except where § 12 or mandatory applicable law provides otherwise, cancellation does not entitle the Customer to a refund of fees already paid for the current billing period.

4. Paddle payments and refunds: Where payment has been processed through Paddle, refund requests relating to that transaction shall be processed through Paddle. Any approved refund shall be returned to the original payment method used for the purchase.

§ 5 Rights of use

1. QINSIGHTS BV grants the customer the non-exclusive and non-transferable right to use QualiDialog as intended for the duration of the contract.

2. The customer may not make any changes to QualiDialog that go beyond what QINSIGHTS BV enables the customer to do by providing corresponding functions (e.g. in the settings).

3. The customer is not authorised to make QualiDialog available to third parties for use, either for a fee or free of charge. The customer is expressly prohibited from subletting QualiDialog.

4. The customer is not permitted to edit, modify or alter QualiDialog (in whole or in part) or to disassemble, decompile, reverse engineer or convert QualiDialog in whole or in part, nor may the customer permit or enable third parties to do so. Furthermore, the customer may not use QualiDialog to create, train or improve similar or competing products or services (directly or indirectly).

§ 6 Scope of use

1. Customers must use QualiDialog in accordance with applicable law, third-party rights and the applicable terms of the service providers listed on the Compliance page. The following uses are prohibited:

• Using the service to facilitate illegal activity, violence, discrimination, harassment or exploitation, including harm to children.

• Infringing privacy, intellectual property or other rights, or processing data without the necessary rights and permissions.

• Compromising security, including hacking, bypassing protective measures or distributing malware.

• Using the service for fraud, deception or unlawful manipulation.

Lawful research and evaluation involving sensitive subjects, including political views, sexuality, violence or discrimination, are permitted subject to those requirements. Studying such material is distinct from using the service to promote or facilitate harmful activity.

2. The restrictions on safety-critical uses in § 9 also apply. AI-generated output must be reviewed by a person with appropriate expertise before it is used to inform medical, legal, financial or other consequential decisions.

3. Customers must not misrepresent AI-generated output as having been produced entirely by a human.

§ 7 Data protection

1. QInsights BV collects and processes personal data in accordance with the GDPR.

2. Insofar as the Customer processes personal data through the use of QualiDialog, the Customer is responsible for ensuring that it is authorised to provide such data to QINSIGHTS BV for processing and that its use of the data complies with the data protection and privacy laws applicable to the Customer and the relevant processing. Where the GDPR applies, the Customer shall comply with the obligations applicable to it in its capacity as controller or processor, as the case may be.

3. The following provisions do not apply if the customer is a natural person and the processing of personal data is carried out exclusively for personal or family activities.

1. Data processing agreement

1.1 Schedule 1 to these GTC/EULA contains the QINSIGHTS BV Data Processing Agreement (“DPA”) for processing in which the Customer acts as controller and QINSIGHTS BV acts as processor. This DPA constitutes the mutual agreement of the parties with respect to such processing when the Customer uses QualiDialog in accordance with these GTC/EULA. Where the Customer acts as a processor on behalf of another controller, QINSIGHTS BV acts as a sub-processor and the Customer is responsible for ensuring that its instructions to QINSIGHTS BV are consistent with the instructions and authorisation of the relevant controller.Read Schedule 1.

1.2 The DPA forms an integral part of the GTC. Upon the customer's consent to these GTC/EULA, the DPA shall also become effective between the parties.

1.3 In the event of any conflict or inconsistency between the DPA and these GTC/EULA, the DPA shall prevail to the extent of such conflict or inconsistency.

2. Standard contractual clauses

2.1 If the Customer is located in a country outside the European Economic Area for which the European Commission has not issued an adequacy decision, the applicable Standard Contractual Clauses adopted by the European Commission shall apply to the transfer, depending on the roles of the parties.

2.2 Schedule 2 to these GTC/EULA contains Module 4 (Transfer from a Processor to a Controller) of Commission Implementing Decision (EU) 2021/914 and applies where the Customer acts as controller. Where the Customer acts as processor, Module 3 (Transfer from a Processor to a Processor) of Commission Implementing Decision (EU) 2021/914 shall apply instead in its unmodified form, with the parties’ roles and annex information completed according to the relevant processing.Read Schedule 2.

2.3 The applicable SCC form an integral part of the GTC/EULA and become effective between the Parties upon the Customer’s agreement to these GTC/EULA.

3. Definitions

Terms not otherwise defined in the DPA and/or the SCC shall have the meaning set out in the GDPR.

4. Information for the DPA and SCC

4.1 The following details apply to Annex II of the DPA and Annex I.B of the SCC:

4.1(a) Data subjects: All persons whose personal data is contained in the documents provided by the customer for document analysis via QualiDialog.

4.1(b) Personal data: All data contained in the documents provided by the customer for document analysis via QualiDialog.

4.1(c) Sensitive data and safeguards: Customer Content may include special categories of personal data within the meaning of Article 9 GDPR, including, for example, health data, political opinions, racial or ethnic origin, religious or philosophical beliefs, or information concerning a person’s sex life or sexual orientation. QINSIGHTS BV processes such data solely for the purpose of providing the QualiDialog services and in accordance with the Customer’s documented instructions.

The Customer determines which data is uploaded to QualiDialog and is responsible for ensuring that the processing of such data complies with the data protection and privacy laws applicable to the Customer and the relevant processing. Where the GDPR applies, the Customer is responsible for ensuring that the requirements of Articles 6 and 9 GDPR and, where applicable, the safeguards required under Article 89 GDPR or applicable national law are met.

QINSIGHTS BV does not require Customers to upload special-category personal data. Where appropriate for the Customer’s research or analysis, Customers may anonymise or pseudonymise personal data before uploading it to QualiDialog.

4.1(d) Transfer frequency: Continuously during the customer's use of QualiDialog.

4.1(e) Nature of processing: Automated document analysis using artificial intelligence.

4.1(f) Purpose of processing: Automated document analysis using artificial intelligence.

4.1(g) Retention: The data provided by the Customer will be processed for the duration of the contractual relationship. Upon termination or expiry of the relevant service, personal data will be returned or deleted in accordance with Schedule 1 and applicable law. Personal data may be retained only where and for as long as required by applicable law or where it has been irreversibly anonymised.

4.1(h) Sub-processors: When using QualiDialog, Customer Content is stored on cloud infrastructure and, where necessary for the requested functionality, forwarded to service providers for further processing, including artificial-intelligence processing. A regularly updated list of service providers, processing locations and relevant contractual information is available at https://qualidialog.com/compliance. Service providers process Customer Content only for the purpose and duration necessary to provide the relevant service, subject to their contractual obligations and applicable law.

4.2 For Annex I.A of the SCC, the relevant activity is the provision of QualiDialog.

§ 8 Warranty and liability

1. AI-generated analyses may contain errors, omissions or misleading interpretations. Customers are responsible for reviewing outputs against their source material and assessing their suitability for the intended use. QInsights B.V. does not guarantee the accuracy, completeness or reliability of individual analyses. This does not affect mandatory rights concerning the conformity of the service.

2. QInsights B.V. is liable without limitation for intentional misconduct, gross negligence and negligently caused injury to life, body or health. In other cases of slight negligence, liability is limited to breaches of essential contractual obligations and to foreseeable damage typical of the contract. These limits do not apply to fraudulent concealment of a defect, breach of an express warranty, or liability that cannot be excluded or limited by applicable law.

3. Liability for data loss or damage arising from unauthorised changes or improper use is governed by paragraph 2. Customers should retain copies of their original data and export their work periodically. This recommendation does not make daily customer backups a condition of QInsights B.V.’s liability.

4. QInsights B.V. is not responsible for delays caused by circumstances beyond its reasonable control or by the Customer’s failure to provide information or cooperation needed to perform the contract, to the extent permitted by applicable law.

5. The limitations in this section also apply to QInsights B.V.’s employees, representatives and persons engaged to perform its obligations.

§ 9 High-risk activities

QualiDialog is a research and analysis tool. It must not be used to operate or control safety-critical systems where a software failure could directly cause death, personal injury or serious physical or environmental damage. This restriction does not prevent research into those systems or related subjects.

§ 10 Copyright

1. QualiDialog is protected by Dutch copyright law and international copyright treaties as well as by other laws and treaties on intellectual property.

2. The ownership and copyright exploitation rights in QualiDialog (including but not limited to images, photographs, animations, video, audio, music, text and “applets” contained in QualiDialog), the printed accompanying material and all copies of QualiDialog are owned by QINSIGHTS BV.

3. By using QualiDialog, the customer does not acquire any rights to the intellectual property of QualiDialog apart from the rights of use granted to him/her on the basis of these GTC/EULA.

§ 11 Special conditions for traders

1. The following provisions apply exclusively to customers who enter into an agreement with QINSIGHTS BV for purposes relating to their trade, business, professional or institutional activities (“Business Customers”). This includes, in particular, universities, research institutions, companies, public or private organisations, and self-employed professionals acting in a professional capacity.

2. Scope of application

2.1 These GTC/EULA apply exclusively; QINSIGHTS BV does not recognise any terms and conditions of the customer that conflict with or deviate from these GTC/EULA unless QINSIGHTS BV has expressly agreed to their validity in writing. These GTC/EULA also apply if QINSIGHTS BV executes the customer's order without reservation in the knowledge that the customer's terms and conditions conflict with or deviate from these GTC/EULA.

2.2 All agreements made between QINSIGHTS BV and the customer for the execution of an order must be made in writing or in text form (e.g. by e-mail or letter).

3. Prices and terms of payment for orders outside the webshop

3.1 For delivery the prices stated in QINSIGHTS BV's offer at the time of the order apply.

3.2 Orders from European countries must be placed in EUR; orders in US dollars are not permitted.

3.3 Unless otherwise stated, the prices quoted are exclusive of VAT (which shall be shown separately on the invoice at the statutory rate on the date of invoicing).

3.4 Payment term: The Customer must pay QINSIGHTS BV’s invoices within 14 days of the invoice date unless otherwise agreed. QINSIGHTS BV is entitled to invoice periodically. Annual licences shall be invoiced for the agreed licence period unless otherwise agreed.

3.5 Default and interest: If the Customer fails to pay an invoice on time, the Customer shall be in default by operation of law. The Customer shall then owe interest of 2% per month, or the amount stated on the invoice, calculated from the date on which the Customer is in default until payment of the total amount due.

3.6 Set-off and suspension of payment: The Customer is not entitled to set off amounts owed to QINSIGHTS BV against any counterclaim. Objections to the amount of an invoice do not suspend the payment obligation.

3.7 Non-payment: If the Customer is in default with payment, QINSIGHTS BV is entitled to suspend the Customer’s access to QualiDialog and/or the provision of other services until all outstanding amounts have been paid.

3.8 Collection costs: If the Customer remains in default after having received a payment reminder and the applicable payment period stated in the reminder has expired, the Customer shall owe collection costs amounting to 15% of the outstanding principal sum, with a minimum of EUR 150.

3.9 Judicial and enforcement costs: Any reasonable judicial and enforcement costs incurred in recovering overdue amounts shall also be payable by the Customer to the extent permitted by applicable law.

4. Warranty and limitation of liability

In addition to § 8, the following provisions on warranty and limitation of liability shall apply to the acquisition and use of QualiDialog:

4.1 The customer is not entitled to remedy defects itself and to demand reimbursement of the expenses required for this unless the customer has properly notified QINSIGHTS BV of the defect and provided QINSIGHTS BV with the information required to reproduce the defect and QINSIGHTS BV has not remedied the defect within a reasonable period of time.

4.2 Claims for compensation for damages and expenses for reimbursement shall become time barred within 12 months. This 12-month period begins at the earliest with the notification of the defect by the Customer and at the latest at the end of the year in which the Customer recognized the defect or could have recognized it without negligence.

4.3 QINSIGHTS BV is not liable for damage that has not occurred to QualiDialog itself; in particular, QINSIGHTS BV is not liable for lost profits of the customer that are attributable to the use of the products.

5. Miscellaneous

5.1 QINSIGHTS BV is authorised to name the client as a reference for the purpose of external presentation on the website. This may also include the use of the logo (corporate identity), with which the customer agrees. QINSIGHTS BV reserves the right to name the reference up to 3 calendar years after termination of the contract.

5.2 For contracts with merchants, legal entities under public law or special funds under public law, the place of fulfilment for delivery and payment as well as the place of jurisdiction shall be the registered office of QINSIGHTS BV in Rotterdam, Netherlands.

§ 12 Special Conditions for Consumers (Right of Withdrawal)

The following provisions of § 12 apply only if the customer acts as a consumer within the meaning of Article 6:230g(1)(a) of the Dutch Civil Code (Burgerlijk Wetboek).

1. Right of withdrawal

1.1 You have the right to withdraw from this contract within 14 days without giving any reason. The withdrawal period expires 14 days after the day on which the contract is concluded.

1.2 To exercise the right of withdrawal, you must inform us,

QINSIGHTS BV
Bierstraat 123C
3011 XA Rotterdam
The Netherlands
Tel.: +31 (0)6 39205531
support@qualidialog.ai

of your decision to withdraw from the contract by means of an unequivocal statement, for example by letter or email. You may use the model withdrawal form set out below, but this is not obligatory.

1.3 To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

2. Effects of withdrawal

2.1 If you withdraw from this contract, we will reimburse all payments received from you without undue delay and in any event no later than 14 days from the day on which we are informed of your decision to withdraw from the contract.

We will make the reimbursement using the same means of payment that you used for the initial transaction, unless you have expressly agreed otherwise. You will not incur any fees as a result of the reimbursement.

2.2 If you have expressly requested that QINSIGHTS BV begin providing the service during the 14-day withdrawal period and you subsequently exercise your right of withdrawal before the service has been fully performed, you may be required to pay an amount proportionate to the services provided up to the time at which you informed us of your decision to withdraw.

The proportionate amount will be calculated on the basis of the total price agreed in the contract and the extent to which the service has been provided.

3. Commencement of the service during the withdrawal period

3.1 QualiDialog is an online digital service. If you wish to use the service immediately after concluding the contract, you expressly request that QINSIGHTS BV begin providing the service before the expiry of the 14-day withdrawal period.

3.2 Where the service is fully performed during the withdrawal period, the right of withdrawal expires once the service has been fully performed, provided that:

1. performance began with your express prior consent;

2. you expressly acknowledged that you would lose your right of withdrawal once the contract had been fully performed by QINSIGHTS BV; and

3. QINSIGHTS BV provided you with confirmation of the contract and your consent and acknowledgement in accordance with applicable law.

3.3 Where the service has begun but has not been fully performed, your right of withdrawal does not expire merely because you have started using QualiDialog. If you exercise your right of withdrawal during the withdrawal period, the provisions of section 2.2 above apply.

4. Model withdrawal form

Complete and return this form only if you wish to withdraw from the contract.

To:
QINSIGHTS BV
Bierstraat 123C
3011 XA Rotterdam
The Netherlands
support@qualidialog.ai

I/We (*) hereby give notice that I/We (*) withdraw from my/our (*) contract for the provision of the following service:

Ordered on:

Name of consumer(s):

Address of consumer(s):

Signature of consumer(s) (only if this form is submitted on paper):

Date:

(*) Delete as applicable.

§ 13 Final provisions

1. These GTC/EULA and all agreements concluded on their basis shall be governed by the laws of the Netherlands. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply. This choice of law does not deprive consumers of the protection afforded to them by mandatory provisions of the law of the country in which they have their habitual residence, where such provisions apply irrespective of the choice of law. To the extent permitted by applicable law, the courts of Rotterdam, the Netherlands, shall have exclusive jurisdiction over all disputes arising out of or in connection with these GTC/EULA or agreements concluded on their basis.

2. The rights and obligations arising from an agreement concluded between the parties on the basis of these GTC/EULA may not be assigned or transferred to a third party without the prior written consent of QINSIGHTS BV, except where such restriction is not permitted under mandatory applicable law.

3. Should a provision in these GTC/EULA or a provision within the scope of other agreements be or become invalid, this shall not affect the validity of all other agreements or provisions. The statutory provision shall apply in place of the invalid provision.

4. QINSIGHTS BV is entitled to unilaterally amend these GTC/EULA if there is a valid reason for doing so (e.g. in the case of a necessary adjustment to changes in the legal or technical framework conditions). Customers will be informed of an amendment in advance by e-mail, stating the content of the amended provisions. If the customer does not object to the notification of amendment within 4 weeks after receipt of the e-mail, the amended provisions shall be deemed agreed, except where mandatory applicable law requires the Customer’s express consent or otherwise provides.

5. The language of the contract shall be English. These GTC/EULA have been drawn up in English.

Schedule 1

Commission Implementation decision (EU) 2021/915 of 4 June 2021 on standard contractual clauses between controllers and processors under Art. 28

2.1 (7) GDPR STANDARD CONTRACTUAL CLAUSES

SECTION I

Clause 1

2.1.1 Purpose and scope

a) The purpose of these Standard Contractual Clauses (the Clauses) is to ensure compliance with Article 28(3) and (4) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

b) The controllers and processors listed in Annex I have agreed to these Clauses in order to ensure compliance with Article 28(3) and (4) of Regulation (EU) 2016/679 and/or Article 29(3) and (4) of Regulation (EU) 2018/1725.

c) These Clauses apply to the processing of personal data as specified in Annex II.

d) Annexes I to IV are an integral part of the Clauses.

e) These Clauses are without prejudice to obligations to which the controller is subject by virtue of Regulation (EU) 2016/679 and/or Regulation (EU) 2018/1725.

f) These Clauses do not by themselves ensure compliance with obligations related to international transfers in accordance with Chapter V of Regulation (EU) 2016/679 and/or Regulation (EU) 2018/1725.

Clause 2

2.1.2 Invariability of the Clauses

(a) The Parties undertake not to modify the Clauses, except for adding information to the Annexes or updating information in them.

(b) This does not prevent the Parties from including the standard contractual clauses laid down in these Clauses in a broader contract, or from adding other clauses or additional safeguards provided that they do not directly or indirectly contradict the Clauses or detract from the fundamental rights or freedoms of data subjects.

Clause 3

2.1.3 Interpretation

(a) Where these Clauses use the terms defined in Regulation (EU) 2016/679 or Regulation (EU) 2018/1725 respectively, those terms shall have the same meaning as in that Regulation.

(b) These Clauses shall be read and interpreted in the light of the provisions of Regulation (EU) 2016/679 or Regulation (EU) 2018/1725 respectively.

(c) These Clauses shall not be interpreted in a way that runs counter to the rights and obligations provided for in Regulation (EU) 2016/679 / Regulation (EU) 2018/1725 or in a way that prejudices the fundamental rights or freedoms of the data subjects.

Clause 4

2.1.4 Hierarchy

In the event of a contradiction between these Clauses and the provisions of related agreements between the Parties existing at the time when these Clauses are agreed or entered into thereafter, these Clauses shall prevail.

Clause 5

2.1.5 Docking clause

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2.2 SECTION II - OBLIGATIONS OF THE PARTIES

Clause 6

2.2.1 Description of processing(s)

The details of the processing operations, in particular the categories of personal data and the purposes of processing for which the personal data is processed on behalf of the controller, are specified in Annex II.

1.1. Instructions

Clause 7

2.2.2 Obligations of the Parties

(a) The processor shall process personal data only on documented instructions from the controller, unless required to do so by Union or Member State law to which the processor is subject. In this case, the processor shall inform the controller of that legal requirement before processing, unless the law prohibits this on important grounds of public interest. Subsequent instructions may also be given by the controller throughout the duration of the processing of personal data. These instructions shall always be documented.

(b) The processor shall immediately inform the controller if, in the processor’s opinion, instructions given by the controller infringe Regulation (EU) 2016/679 / Regulation (EU) 2018/1725 or the applicable Union or Member State data protection provisions.

1.2. Purpose limitation

The processor shall process the personal data only for the specific purpose(s) of the processing, as set out in Annex II, unless it receives further instructions from the controller.

1.3. Duration of the processing of personal data

Processing by the processor shall only take place for the duration specified in Annex II.

1.4.Security of processing

(a) The processor shall at least implement the technical and organisational measures specified in Annex III to ensure the security of the personal data. This includes protecting the data against a breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access to the data (personal data breach). In assessing the appropriate level of security, the Parties shall take due account of the state of the art, the costs of implementation, the nature, scope, context and purposes of processing and the risks involved for the data subjects.

(b) The processor shall grant access to the personal data undergoing processing to members of its personnel only to the extent strictly necessary for implementing, managing and monitoring of the contract. The processor shall ensure that persons authorised to process the personal data received

have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

1.5.Sensitive data

If the processing involves personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data or biometric data for the purpose of uniquely identifying a natural person, data concerning health or a person's sex life or sexual orientation, or data relating to criminal convictions and offences ("sensitive data"), the processor shall apply specific restrictions and/or additional safeguards.

1.6. Documentation and compliance

(a) The Parties shall be able to demonstrate compliance with these Clauses.

(b) The processor shall deal promptly and adequately with inquiries from the controller about the processing of data in accordance with these Clauses.

(c) The processor shall make available to the controller all information necessary to demonstrate compliance with the obligations that are set out in these Clauses and stem directly from Regulation (EU) 2016/679 and/or Regulation (EU) 2018/1725. At the controller's request, the processor shall also permit and contribute to audits of the processing activities covered by these Clauses, at reasonable intervals or if there are indications of non-compliance. In deciding on a review or an audit, the controller may take into account relevant certifications held by the processor.

(d) The controller may choose to conduct the audit by itself or mandate an independent auditor. Audits may also include inspections at the premises or physical facilities of the processor and shall, where appropriate, be carried out with reasonable notice.

(e) The Parties shall make the information referred to in this Clause, including the results of any audits, available to the competent supervisory authority/ies on request.

1.7. Use ofsub-processors

(a) The processor has the controller's general authorisation for the engagement of sub-processors from an agreed list. The processor shall specifically inform in writing the controller of any intended changes of that list through the addition or replacement of sub-processors at least five business days in advance, thereby giving the controller sufficient time to be able to object to such changes prior to the engagement of the concerned sub-processor(s). The processor shall provide the controller with the information necessary to enable the controller to exercise the right to object.

(b) Where the processor engages a sub-processor for carrying out specific processing activities (on behalf of the controller), it shall do so by way of a contract which imposes on the sub- processor, in substance, the same data protection obligations as the ones imposed on the data processor in accordance with these Clauses. The processor shall ensure that the sub- processor complies with the obligations to which the processor is subject pursuant to these Clauses and to Regulation (EU) 2016/679 and/or Regulation (EU) 2018/1725.

(c) At the controller's request, the processor shall provide a copy of such a sub-processor agreement and any subsequent amendments to the controller. To the extent necessary to protect business secret or other confidential information, including personal data, the processor may redact the text of the agreement prior to sharing the copy.

(d) The processor shall remain fully responsible to the controller for the performance of the sub-processor's obligations in accordance with its contract with the processor. The processor shall notify the controller of any failure by the subprocessor to fulfil its contractual obligations.

(e) The processor shall agree a third party beneficiary clause with the sub-processor whereby - in the event the processor has factually disappeared, ceased to exist in law or has become insolvent - the

controller shall have the right to terminate the sub-processor contract and to instruct the sub-processor to erase or return the personal data.

1.8.International transfers

(a) Any transfer of data to a third country or an international organisation by the processor shall be done only on the basis of documented instructions from the controller or in order to fulfil a specific requirement under Union or Member State law to which the processor is subject and shall take place in compliance with Chapter V of Regulation (EU) 2016/679 or Regulation (EU) 2018/1725.

(b) The controller agrees that where the processor engages a sub-processor in accordance with Clause 7.7. for carrying out specific processing activities (on behalf of the controller) and those processing activities involve a transfer of personal data within the meaning of Chapter V of Regulation (EU) 2016/679, the processor and the sub- processor can ensure compliance with Chapter V of Regulation (EU) 2016/679 by using standard contractual clauses adopted by the Commission in accordance with of Article 46(2) of Regulation (EU) 2016/679, provided the conditions for the use of those standard contractual clauses are met.

Clause 8

2.2.3 Assistance to the controller

(a) The processor shall promptly notify the controller of any request it has received from the data subject. It shall not respond to the request itself, unless authorised to do so by the controller.

(b) The processor shall assist the controller in fulfilling its obligations to respond to data subjects' requests to exercise their rights, taking into account the nature of the processing. In fulfilling its obligations in accordance with (a) and (b), the processor shall comply with the controller's instructions

(c) In addition to the processor's obligation to assist the controller pursuant to Clause 8 (b), the processor shall furthermore assist the controller in ensuring compliance with the following obligations, taking into account the nature of the data processing and the information available to the processor:

(1) the obligation to carry out an assessment of the impact of the envisaged processing operations on the protection of personal data (a 'data protection impact assessment') where a type of processing is likely to result in a high risk to the rights and freedoms of natural persons;

(2) the obligation to consult the competent supervisory authority/ies prior to processing where a data protection impact assessment indicates that the processing would result in a high risk in the absence of measures taken by the controller to mitigate the risk;

(3) the obligation to ensure that personal data is accurate and up to date, by informing the controller without delay if the processor becomes aware that the personal data it is processing is inaccurate or has become outdated;

(4) the obligations in Article 32 of Regulation (EU) 2016/679.

(d) The Parties shall set out in Annex III the appropriate technical and organisational measures by which the processor is required to assist the controller in the application of this Clause as well as the scope and the extent of the assistance required.

Clause 9

2.2.4 Notification of personal data breach

In the event of a personal data breach, the processor shall cooperate with and assist the controller for the controller to comply with its obligations under Articles 33 and 34 of Regulation (EU) 2016/679 or under Articles 34 and 35 of Regulation (EU) 2018/1725, where applicable, taking into account the nature of processing and the information available to the processor.

9.1 Data breach concerning data processed by the controller

In the event of a personal data breach concerning data processed by the controller, the processor shall assist the controller:

(a) in notifying the personal data breach to the competent supervisory authority/ies, without undue delay after the controller has become aware of it, where relevant/(unless the personal data breach is unlikely to result in a risk to the rights and freedoms of natural persons);

(b) in obtaining the following information which, pursuant to Article 33(3) of Regulation (EU) 2016/679, shall be stated in the controller's notification, and must at least include:

(1) the nature of the personal data including where possible, the categories and approximate number of data subjects concerned and the categories and approximate number of personal data records concerned;

(2) the likely consequences of the personal data breach;

(3) the measures taken or proposed to be taken by the controller to address the personal data breach, including, where appropriate, measures to mitigate its possible adverse effects.

Where, and insofar as, it is not possible to provide all this information at the same time, the initial notification shall contain the information then available and further information shall, as it becomes available, subsequently be provided without undue delay.

(c) in complying, pursuant to Article 34 of Regulation (EU) 2016/679, with the obligation to communicate without undue delay the personal data breach to the data subject, when the personal data breach is likely to result in a high risk to the rights and freedoms of natural persons.

9.2 Data breach concerning data processed by the processor

In the event of a personal data breach concerning data processed by the processor, the processor shall notify the controller without undue delay after the processor having become aware of the breach. Such notification shall contain, at least: a description of the nature of the breach (including, where possible, the categories and approximate number of data subjects and data records concerned);

(a) the details of a contact point where more information concerning the personal data breach can be obtained;

(b) its likely consequences and the measures taken or proposed to be taken to address the breach, including to mitigate its possible adverse effects.

Where, and insofar as, it is not possible to provide all this information at the same time, the initial notification shall contain the information then available and further information shall, as it becomes available, subsequently be provided without undue delay.

The Parties shall set out in Annex III all other elements to be provided by the processor when assisting the controller in the compliance with the controller's obligations under Articles 33 and 34 of Regulation (EU) 2016/679.

2.3 SECTION III - FINAL PROVISIONS

Clause 10

2.3.1 Non-compliance with the Clauses and termination

(a) Without prejudice to any provisions of Regulation (EU) 2016/679 and/or Regulation (EU) 2018/1725, in the event that the processor is in breach of its obligations under these Clauses, the controller may instruct the processor to suspend the processing of personal data until the latter complies with these Clauses or the contract is terminated. The processor shall promptly inform the controller in case it is

unable to comply with these Clauses, for whatever reason.

(b) The controller shall be entitled to terminate the contract insofar as it concerns processing of personal data in accordance with these Clauses if:

(1) the processing of personal data by the processor has been suspended by the controller pursuant to point (a) and if compliance with these Clauses is not restored within a reasonable time and in any event within one month following suspension;

(2) the processor is in substantial or persistent breach of these Clauses or its obligations under Regulation (EU) 2016/679 and/or Regulation (EU) 2018/1725;

(3) the processor fails to comply with a binding decision of a competent court or the competent supervisory authority/ies regarding its obligations pursuant to these Clauses or to Regulation (EU) 2016/679 and/or Regulation (EU) 2018/1725.

(c) The processor shall be entitled to terminate the contract insofar as it concerns processing of personal data under these Clauses where, after having informed the controller that its instructions infringe applicable legal requirements in accordance with Clause 7.1 (b), the controller insists on compliance with the instructions.

(d) Following termination of the contract, the processor shall, at the choice of the controller, delete all personal data processed on behalf of the controller and certify to the controller that it has done so, or, return all the personal data to the controller and delete existing copies unless Union or Member State law requires storage of the personal data. Until the data is deleted or returned, the processor shall continue to ensure compliance with these Clauses.

2.4 ANNEX I - LIST OF PARTIES

2.4.1 Controller:

Where Schedule 1 applies, the controller is the Customer in accordance with the General Terms & Conditions (GTC) and End User Licence Agreement (EULA) of QINSIGHTS BV.

Signature and accession date: Effective with agreement to the General Terms & Conditions (GTC) by the customer.

2.4.2 Processor:

Name: QINSIGHTS BV

Address: Bierstraat 123c, 3011 XA Rotterdam, NL.

Privacy contact: contact@qualidialog.com

Signature and accession date: Effective with agreement to the General Terms & Conditions (GTC) by the customer.

2.5 ANNEX II - DESCRIPTION OF THE PROCESSING

See relevant information in the data protection section of these GTC/EULA.

2.6 ANNEX III - TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA

QINSIGHTS BV implements technical and organisational measures appropriate to the nature, scope, context and purpose of the processing and the risks to the rights and freedoms of natural persons. These measures include the following:

1. Identity, access and authorisation controls

• Access to the QualiDialog service and production systems requires authentication.

• Administrative access is restricted to authorised personnel with an operational need to access the relevant systems.

• User and administrative permissions are assigned according to role and the principle of least privilege.

• Personnel authorised to process personal data are subject to confidentiality obligations.

2. Encryption and secure transmission

• Customer Content is encrypted at rest using 256-bit AES encryption.

• Data in transit is protected using industry-standard encrypted transport protocols, including TLS.

• Credentials and access rights are managed separately from Customer Content.

3. Data segregation and environment separation

• Customer data is logically segregated from the data of other customers.

• Development and test environments are separated from the production environment.

• Application and database authorisation controls are used to restrict access to Customer Content.

4. Data minimisation, pseudonymisation and deletion

• Only data necessary for the requested QualiDialog function is made available to the relevant service provider.

• Customers may anonymise or pseudonymise personal data before uploading it to QualiDialog where appropriate for their research or analysis.

• Customer Content is deleted or returned in accordance with the contractual deletion provisions and applicable law.

5. Security monitoring and incident response

• Security incidents and personal data breaches are documented and managed through an incident-response process.

• Relevant system and access events are logged where appropriate for security, troubleshooting and accountability.

• Personnel are instructed to report suspected security or privacy incidents promptly to the designated privacy/security contact.

6. Sub-processor and vendor management

• Service providers are selected subject to due diligence, including consideration of information-security and data-protection requirements.

• Appropriate data-processing agreements and, where required, recognised international-transfer safeguards are put in place.

• QINSIGHTS BV maintains a current list of service providers and relevant security and contractual information on its Compliance page.

Current provider and security information: https://qualidialog.com/compliance

7. Physical security

Physical security for the production infrastructure is provided by the relevant cloud and infrastructure providers under their applicable security controls. Current provider information is available at

https://qualidialog.com/compliance.

8. Review and accountability

• Technical and organisational measures are reviewed periodically and updated where appropriate in light of changes in risk, technology or the service.

• QINSIGHTS BV provides reasonable assistance with data-subject requests, data-protection impact assessments and breach-response obligations as required by the DPA and applicable law.

Schedule 2

Commission implementing decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council

Standard Contractual Clauses MODULE FOUR: Transfer processor to controller

3.1 SECTION I

Clause 1

3.1.1 Purpose and scope

(1)The purpose of these standard contractual clauses is to ensure compliance with the requirements of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) for the transfer of personal data to a third country.

(2)The Parties:

(1) the natural or legal person(s), public authority/ies, agency/ies or other body/ies (hereinafter "entity/ies") transferring the personal data, as listed in Annex I.A. (hereinafter each "data exporter"), and

(2) the entity/ies in a third country receiving the personal data from the data exporter, directly or indirectly via another entity also Party to these Clauses, as listed in Annex I.A. (hereinafter each "data importer"),

have agreed to these standard contractual clauses (hereinafter: "Clauses").

(3) These Clauses apply with respect to the transfer of personal data as specified in Annex I.B.

(4) The Appendix to these Clauses containing the Annexes referred to therein forms an integral part of these Clauses.

Clause 2

3.1.2 Effect and invariability of the Clauses

(5) These Clauses set out appropriate safeguards, including enforceable data subject rights and effective legal remedies, pursuant to Article 46(1) and Article 46(2)(c) of Regulation (EU) 2016/679 and, with respect to data transfers from controllers to processors and/or processors to processors, standard contractual clauses pursuant to Article 28(7) of Regulation (EU) 2016/679, provided they are not modified, except to select the appropriate Module(s) or to add or update information in the Appendix. This does not prevent the Parties from including the standard contractual clauses laid down in these Clauses in a wider contract and/or to add other clauses or additional safeguards, provided that they do not contradict, directly or indirectly, these Clauses or prejudice the fundamental rights or freedoms of data subjects.

(6) These Clauses are without prejudice to obligations to which the data exporter is subject by virtue of Regulation (EU) 2016/679.

Clause 3

3.1.3 Third-party beneficiaries

(7) Data subjects may invoke and enforce these Clauses, as third-party beneficiaries, against the data exporter and/or data importer, with the following exceptions

(1) Clause 1, Clause 2, Clause 3, Clause 6, Clause 7;

(2) Clause 8.1 (b) and Clause 8.3(b);

(3) [intentionally left blank];

(4) [intentionally left blank];

(5) Clause 13;

(6) Clause 15.1(c), (d) and (e);

(7) Clause 16(e);

(8) Clause 18.

(8) Paragraph (a) is without prejudice to rights of data subjects under Regulation (EU) 2016/679.

Clause 4

3.1.4 Interpretation

(9) Where these Clauses use terms that are defined in Regulation (EU) 2016/679, those terms shall have the same meaning as in that Regulation.

(10) These Clauses shall be read and interpreted in the light of the provisions of Regulation (EU) 2016/679.

(11) These Clauses shall not be interpreted in a way that conflicts with rights and obligations provided for in Regulation (EU) 2016/679.

Clause 5

3.1.5 Hierarchy

In the event of a contradiction between these Clauses and the provisions of related agreements between the Parties, existing at the time these Clauses are agreed or entered into thereafter, these Clauses shall prevail.

Clause 6

3.1.6 Description of the transfer(s)

The details of the transfer(s), and in particular the categories of personal data that are transferred and the purpose(s) for which they are transferred, are specified in Annex I.B.

Clause 7

3.1.7 Docking Clause

[intentionally left blank]

3.2 SECTION II – OBLIGATIONS OF THE PARTIES

Clause 8

3.2.1 Data protection safeguards

The data exporter warrants that it has used reasonable efforts to determine that the data importer is able, through the implementation of appropriate technical and organisational measures, to satisfy its obligations under these Clauses.

8.1 Instructions

(12) The data exporter shall process the personal data only on documented instructions from the data importer acting as its controller.

(13) The data exporter shall immediately inform the data importer if it is unable to follow those instructions, including if such instructions infringe Regulation (EU) 2016/679 or other Union or Member State data protection law.

(14) The data importer shall refrain from any action that would prevent the data exporter from fulfilling its obligations under Regulation (EU) 2016/679, including in the context of sub- processing or as regards cooperation with competent supervisory authorities.

(15) After the end of the provision of the processing services, the data exporter shall, at the choice of the data importer, delete all personal data processed on behalf of the data importer and certify to the data importer that it has done so, or return to the data importer all personal data processed on its behalf and delete existing copies.

8.2 Security of processing

(16) The Parties shall implement appropriate technical and organisational measures to ensure the security of the data, including during transmission, and protection against a breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access (hereinafter “personal data breach”). In assessing the appropriate level of security, they shall take due account of the state of the art, the costs of implementation, the nature of the personal data7, the nature, scope, context and purpose(s) of processing and the risks involved in the processing for the data subjects, and in particular consider having recourse to encryption or pseudonymisation, including during transmission, where the purpose of processing can be fulfilled in that manner.

(17) The data exporter shall assist the data importer in ensuring appropriate security of the data in accordance with paragraph (a). In case of a personal data breach concerning the personal data processed by the data exporter under these Clauses, the data exporter shall notify the data importer without undue delay after becoming aware of it and assist the data importer in addressing the breach.

(18) The data exporter shall ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

8.3 Documentation and compliance

(19) The Parties shall be able to demonstrate compliance with these Clauses.

(20) The data exporter shall make available to the data importer all information necessary to demonstrate compliance with its obligations under these Clauses and allow for and contribute to audits.

Clause 9

3.2.2 Use of sub-processors

[intentionally left blank]

Clause 10

3.2.3 Data subject rights

The Parties shall assist each other in responding to enquiries and requests made by data subjects under the local law applicable to the data importer or, for data processing by the data exporter in the EU, under Regulation (EU) 2016/679.

Clause 11

3.2.4 Redress

(21) The data importer shall inform data subjects in a transparent and easily accessible format, through individual notice or on its website, of a contact point authorised to handle complaints. It shall deal promptly with any complaints it receives from a data subject.

Clause 12

3.2.5 Liability

(22) Each Party shall be liable to the other Party/ies for any damages it causes the other Party/ies by any breach of these Clauses.

(23) Each Party shall be liable to the data subject, and the data subject shall be entitled to receive compensation, for any material or non-material damages that the Party causes the data subject by breaching the third-party beneficiary rights under these Clauses. This is without prejudice to the liability of the data exporter under Regulation (EU) 2016/679.

(24) Where more than one Party is responsible for any damage caused to the data subject as a result of a breach of these Clauses, all responsible Parties shall be jointly and severally liable and the data subject is entitled to bring an action in court against any of these Parties.

(25) The Parties agree that if one Party is held liable under paragraph (c), it shall be entitled to claim back from the other Party/ies that part of the compensation corresponding to its / their responsibility for the damage.

(26) The data importer may not invoke the conduct of a processor or sub-processor to avoid its own liability.

Clause 13

3.2.6 Supervision

[intentionally left blank]

3.3 SECTION III – LOCAL LAWS AND OBLIGATIONS IN CASE OF ACCESS BY PUBLIC AUTHORITIES

Clause 14

3.3.1 Local laws and practices affecting compliance with the Clauses

[intentionally left blank]

Clause 15

3.3.2 Obligations of the data importer in case of access by public authorities

[intentionally left blank]

3.4 SECTION IV – FINAL PROVISIONS

Clause 16

3.4.1 Non-compliance with the Clauses and termination

(27) The data importer shall promptly inform the data exporter if it is unable to comply with these Clauses, for whatever reason.

(28) In the event that the data importer is in breach of these Clauses or unable to comply with these Clauses, the data exporter shall suspend the transfer of personal data to the data importer until compliance is again ensured or the contract is terminated. This is without prejudice to Clause 14(f).

(29) The data exporter shall be entitled to terminate the contract, insofar as it concerns the processing of personal data under these Clauses, where:

(1) the data exporter has suspended the transfer of personal data to the data importer pursuant to paragraph (b) and compliance with these Clauses is not restored within a reasonable time and in any event within one month of suspension;

(2) the data importer is in substantial or persistent breach of these Clauses; or

(3) the data importer fails to comply with a binding decision of a competent court or supervisory authority regarding its obligations under these Clauses.

In these cases, it shall inform the competent supervisory authority of such non-compliance. Where the contract involves more than two Parties, the data exporter may exercise this right to termination only with respect to the relevant Party, unless the Parties have agreed otherwise.

(30) Personal data collected by the data exporter in the EU that has been transferred prior to the termination of the contract pursuant to paragraph (c) shall immediately be deleted in its entirety, including any copy thereof. The data importer shall certify the deletion of the data to the data exporter. Until the data is deleted or returned, the data importer shall continue to ensure compliance with these Clauses. In case of local laws applicable to the data importer that prohibit the return or deletion of the transferred personal data, the data importer warrants that it will continue to ensure compliance with these Clauses and will only process the data to the extent and for as long as required under that local law.

(31) Either Party may revoke its agreement to be bound by these Clauses where (i) the European Commission adopts a decision pursuant to Article 45(3) of Regulation (EU) 2016/679 that covers the transfer of personal data to which these Clauses apply; or (ii) Regulation (EU) 2016/679 becomes part of the legal framework of the country to which the personal data is transferred. This is without prejudice to other obligations applying to the processing in question under Regulation (EU) 2016/679.

Clause 17

3.4.2 Governing law

These Clauses shall be governed by the law of a country allowing for third-party beneficiary rights. The Parties agree that this shall be the law of The Netherlands.

Clause 18

3.4.3 Choice of forum and jurisdiction

Any dispute arising from these Clauses shall be resolved by the courts of The Netherlands.

.....

Name and Organisation place, date

Dr Susanne Friese

CEO, QInsights B.V.

Rotterdam, NL

24 August 2026

APPENDIX

EXPLANATORY NOTE:

It must be possible to clearly distinguish the information applicable to each transfer or category of transfers and, in this regard, to determine the respective role(s) of the Parties as data exporter(s) and/or data importer(s). This does not necessarily require completing and signing separate appendices for each transfer/category of transfers and/or contractual relationship, where this transparency can be achieved through one appendix. However, where necessary to ensure sufficient clarity, separate appendices should be used.

ANNEX I

A. LIST OF PARTIES

3.4.4 Data exporter:

Name: QINSIGHTS BV

Address: Bierstraat 123C, 3011 XA Rotterdam, The Netherlands

Privacy contact: contact@qualidialog.com

Activities relevant to the data transferred under these Clauses: See relevant information in the respective sections on data protection of these GTC/EULA.

Signature and date: Effective with agreement to the General Terms & Conditions (GTC) and End User License Agreement (EULA) by the customer. Role (controller/processor): Processor

3.4.5 Data importer:

The controller is the customer in accordance with the General Terms & Conditions (GTC) and End User License Agreement (EULA) of QINSIGHTS BV. Activities relevant to the data transferred under these Clauses: See relevant information in the section on data protection of these GTC/EULA.

Signature and date: Effective with agreement to the General Terms & Conditions (GTC) and End User License Agreement (EULA) by the customer. Role (controller/processor): Controller

B. DESCRIPTION OF TRANSFER

See relevant information in the data protection section of these GTC/EULA.