QualiTaTi

DATA PROCESSING AGREEMENT

pursuant to Article 28 of Regulation (EU) 2016/679 (GDPR)



between

the Customer (as identified in the signature block below, the "Controller")

and

Qualitati, 47 rue Vivienne, 75 002 Paris, France ("Qualitati" or the "Processor")

each a "Party", together the "Parties".

This Data Processing Agreement ("DPA") forms part of the agreement between the Customer and Qualitati governing the Customer's use of the Qualitati research platform at qualitati.com (the "Service"), including Qualitati's Terms of Service (together, the "Agreement").

1. Definitions

1.1 "GDPR" means Regulation (EU) 2016/679 (General Data Protection Regulation) and, where applicable, the UK GDPR.

1.2 "Personal Data", "Data Subject", "Processing", "Controller", "Processor", "Supervisory Authority" and "Personal Data Breach" have the meanings given in the GDPR.

1.3 "Customer Research Data" means Personal Data that the Customer (or research participants acting at the Customer's invitation) submits to the Service, including interview transcripts, audio recordings, survey responses, uploaded documents, and analysis outputs derived from them.

1.4 "Sub-processor" means any third party engaged by Qualitati to Process Customer Research Data.

1.5 "SCCs" means the standard contractual clauses approved by European Commission Implementing Decision (EU) 2021/914, as amended or replaced.

2. Roles and scope

2.1 For Customer Research Data, the Customer is the Controller (or, where the Customer acts for another controller such as its institution, a processor acting on that controller's instructions) and Qualitati is the Processor.

2.2 For account data of the Customer's own users (registration email, login, billing), Qualitati acts as an independent Controller as described in the Qualitati Privacy Policy; such data is outside the scope of this DPA.

2.3 The subject matter, duration, nature and purpose of the Processing, and the categories of Personal Data and Data Subjects, are set out in **Annex 1**.

3. Processing on instructions

3.1 Qualitati shall Process Customer Research Data only on the Customer's documented instructions, including with regard to transfers to a third country, unless required to do so by Union or Member State law to which Qualitati is subject; in such a case, Qualitati shall inform the Customer of that legal requirement before Processing, unless that law prohibits this on important grounds of public interest.

3.2 The Agreement, this DPA, and the Customer's configuration choices within the Service (including project settings, region settings, and deletion actions) constitute the Customer's complete documented instructions at the date of signature. Additional instructions require written agreement.

3.3 Qualitati shall immediately inform the Customer if, in its opinion, an instruction infringes the GDPR or other applicable data protection provisions.

4. No training; no secondary use

4.1 Qualitati shall not use Customer Research Data to train, fine-tune, or improve any artificial-intelligence or machine-learning model, whether its own or a third party's.

4.2 Qualitati has contractual commitments from each AI Sub-processor listed in Annex 3 that content submitted through their APIs is not used to train their models.

4.3 Qualitati may Process Customer Research Data in aggregated or fully anonymised form (such that no natural person is identifiable and re-identification is not reasonably likely) for service operation and improvement. The Customer may opt out of anonymised-data use for its account by written notice to contact@qualitati.com, in which case Qualitati shall exclude that account's data within 30 days.

5. Confidentiality

5.1 Qualitati shall ensure that persons authorised to Process Customer Research Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

5.2 Qualitati personnel access Customer Research Data only where necessary to provide the Service, on a need-to-know basis — in practice, to act on a support or troubleshooting request initiated by the Customer, or to investigate abuse, security incidents, or legal obligations.

6. Security

6.1 Qualitati shall implement and maintain the technical and organisational measures set out in **Annex 2**, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing, as required by Article 32 GDPR.

6.2 Qualitati may update the measures in Annex 2 from time to time, provided the updates do not materially reduce the overall level of protection.

7. Sub-processors

7.1 The Customer grants Qualitati general written authorisation to engage the Sub-processors listed in **Annex 3**.

7.2 Qualitati shall inform the Customer of any intended addition or replacement of a Sub-processor at least **30 days** before the change takes effect (by email to the account's registered address and/or by updating the public sub-processor list at qualitati.com/privacy-policy), giving the Customer the opportunity to object on reasonable data-protection grounds. If the Parties cannot resolve an objection in good faith, the Customer may terminate the affected part of the Service and receive a pro-rata refund of prepaid fees.

7.3 Qualitati shall impose on each Sub-processor, by contract, data-protection obligations materially equivalent to those in this DPA, and remains fully liable to the Customer for the performance of each Sub-processor's obligations.

8. International transfers

8.1 Customer Research Data is stored on infrastructure located in the European Union (Amsterdam, Netherlands), as described in Annex 3.

8.2 Where a Sub-processor Processes Customer Research Data outside the EEA (in the default Service configuration, the AI inference providers listed in Annex 3, Part B), the transfer is protected by the SCCs (processor-to-processor module) or another valid transfer mechanism under Chapter V GDPR, together with supplementary measures (encryption in transit, no-training and limited-retention commitments).

8.3 **EU-only processing option.** The Customer may enable the Service's strict-EU configuration, in which all AI processing of Customer Research Data — language-model inference, audio transcription, and

real-time voice interviews where available — is performed by the EU-resident providers listed in Annex 3, Part C (processing in the European Union), and no Customer Research Data is transferred to the providers in Part B. Where the Customer has enabled this option, clause 8.2 does not apply to interview transcripts and participant responses processed by AI services.

9. Assistance to the Controller

9.1 Taking into account the nature of the Processing, Qualitati shall assist the Customer by appropriate technical and organisational measures, insofar as this is possible, in fulfilling the Customer's obligation to respond to Data Subject requests under Chapter III GDPR (access, rectification, erasure, restriction, portability, objection). The Service provides self-service export (CSV/JSON) and deletion for interviews and projects.

9.2 If Qualitati receives a request from a Data Subject directly, it shall (unless legally prohibited) promptly forward the request to the Customer and not respond on the merits without the Customer's authorisation.

9.3 Qualitati shall assist the Customer in ensuring compliance with Articles 32–36 GDPR (security, breach notification, data protection impact assessments, prior consultation), taking into account the nature of the Processing and the information available to Qualitati.

10. Personal Data Breach

10.1 Qualitati shall notify the Customer **without undue delay, and in any event within 48 hours**, after becoming aware of a Personal Data Breach affecting Customer Research Data, providing (as it becomes available) the information described in Article 33(3) GDPR.

10.2 Qualitati shall document all Personal Data Breaches and reasonably cooperate with the Customer's own notification obligations.

11. Deletion and return

11.1 The Customer can delete individual interviews and entire projects at any time through the Service. Project deletion permanently removes the project and all its interviews, transcripts and analysis outputs from the production database; individual interviews offer a permanent-deletion option with the same effect.

11.2 On termination of the Agreement, or on the Customer's written request, Qualitati shall delete all Customer Research Data (and existing copies) within **30 days**, unless Union or Member State law requires storage. Rotating encrypted backups are overwritten automatically within the 7-day backup retention cycle following deletion.

11.3 On request made before deletion, Qualitati shall first return Customer Research Data in a structured, commonly used, machine-readable format (CSV/JSON export).

12. Audit and information

12.1 Qualitati shall make available to the Customer all information necessary to demonstrate compliance with Article 28 GDPR, including summaries of relevant third-party attestations of its infrastructure Sub-processors.

12.2 Qualitati shall allow for and contribute to audits, including inspections, conducted by the Customer or an auditor mandated by the Customer, no more than once per 12-month period, on at least 30 days' written notice, during business hours, without disruption to Qualitati's operations, and subject to reasonable confidentiality obligations. Qualitati may first satisfy an audit request through written responses and documentation.

13. Liability, term, law

13.1 Each Party's liability under this DPA is subject to the limitations and exclusions of liability in the Agreement.

13.2 This DPA takes effect on the date of last signature and remains in force as long as Qualitati Processes Customer Research Data.

13.3 This DPA is governed by French law. Exclusive place of jurisdiction is Paris, France, unless the Agreement provides otherwise. In case of conflict between this DPA and the Agreement concerning the Processing of Personal Data, this DPA prevails.

Signatures

	Customer (Controller)	Qualitati (Processor)
Organisation		Qualitati
Name		
Role		
Date		
Signature		

Annex 1 — Details of Processing

Subject matter. Provision of the Qualitati AI-assisted qualitative research platform: AI-moderated interviews (text and voice), conversational surveys, transcription, and qualitative analysis tools.

Duration. The term of the Agreement, plus the deletion period in clause 11.

Nature and purpose. Hosting and storage; AI-generated interview moderation; speech-to-text transcription; AI-assisted qualitative analysis (thematic coding, quality scoring, summaries); export; compensation management where enabled by the Customer.

Categories of Data Subjects. Research participants invited by the Customer; the Customer's researchers and collaborators.

Categories of Personal Data. Interview transcripts and survey responses (free text, potentially any category the participant chooses to disclose, including — at the Customer's risk and under the Customer's ethics approval — special categories under Article 9 GDPR); voice recordings (where voice interviews are used); participant contact details where the Customer collects them; usage metadata.

Sensitive data. The Service is not designed to require special-category data. Where the Customer's research elicits it, the Customer is responsible for an appropriate Article 9 legal basis and ethics approval.

Annex 2 — Technical and Organisational Measures (Art. 32 GDPR)

- **Encryption in transit:** TLS 1.2+ on all connections, including database connections.
- **Encryption at rest:** AES-256 at the storage layer for the database, backups and stored recordings (provider-managed).
- **Data residency:** primary database and backups on DigitalOcean infrastructure in Amsterdam, Netherlands (EU).
- **Access control:** production systems reachable only through named administrator accounts at the hosting, code-hosting and container-registry providers; per-account authorisation on every API request; optional two-step sign-in codes for users; role-based access in the application (researcher / collaborator / admin); participant-facing links are unguessable UUIDs.
- **Pseudonymisation support:** researchers can run link-based interviews without collecting participant identifiers.
- **Backups:** automated daily, encrypted, EU-region, kept 7 days; standby database node for failover.
- **Vulnerability management:** weekly automated scanning of software dependencies for known vulnerabilities; critical fixes applied within 7 days; automated test suites gate every release.
- **Secrets management:** credentials held as environment variables, never in source code; least-privilege API keys.
- **Logging and monitoring:** application error logging with alerts, error records kept 120 days; usage metadata (no content, no IP addresses) kept while the account is active; anomaly and abuse rate-limiting.

- **Organisational:** confidentiality undertakings for personnel; need-to-know access; documented breach-response procedure (customer notification within 48 hours).

Annex 3 — Authorised Sub-processors

Part A — Infrastructure and service operation (all configurations)

Sub-processor	Purpose	Location of processing
DigitalOcean LLC	Cloud hosting, database, storage, backups; content delivery through its CDN provider Cloudflare	Amsterdam, Netherlands (EU)
Namecheap, Inc. (Private Email)	Account, notification and support email	United States (SCCs); not participant research data

Part B — AI processing, default configuration

Sub-processor	Purpose	Location	Transfer mechanism
Anthropic PBC	LLM inference (Claude) for interviews and analysis	United States	SCCs; no training on API content
OpenAI LLC	LLM inference; transcription; AI interviewer voice (text-to-speech); real-time voice interviews	United States	SCCs; no training on API content
ElevenLabs Inc.	Speech-to-text transcription (Scribe), incl. uploaded recordings; AI interviewer voice (text-to-speech)	United States	SCCs; no training on API content
Google LLC	LLM inference (Gemini); backup speech-to-text (Cloud Speech); AI interviewer voice (Cloud Text-to-Speech)	United States	SCCs; no training on API content
DigitalOcean LLC (Gradient)	Hosted open-weight model inference, used as a fallback	Toronto, Canada	EU adequacy decision (Canada)
Xiaomi (MiMo)	AI interviewer voice (text-to-speech) for Chinese-language text only	China	Contractual safeguards; only the interviewer's spoken text (may paraphrase participant answers), never participant audio

Part C — AI processing, strict-EU configuration (replaces Part B when enabled)

Sub-processor	Purpose	Location
Amazon Web Services EMEA SARL (Amazon Bedrock, Nova, Polly)	LLM inference (Claude via AWS Bedrock, EU inference profiles); real-time voice interviews (Amazon Nova); AI interviewer voice (Amazon Polly)	European Union (Stockholm / Paris / Frankfurt / EU regions)
Mistral AI SAS	LLM inference; audio transcription (Voxtral); AI interviewer voice	European Union (France)

Scaleway SAS	LLM inference (open-weight models)	Paris, France (EU)

Part D — Optional features (engaged only when the Customer uses the feature)

Sub-processor	Purpose	Location	Notes
Amazon Polly / Mistral AI	AI interviewer voice when the Customer picks one of their voices in the default configuration	European Union	Interviewer text only
Twilio Inc.	Phone support line	United States (SCCs)	Only callers who phone Qualitati support; not participant research data
Stripe / PayPal	Payment processing	US/EU	Customer billing; not participant data

Not Sub-processors (independent services the Customer chooses to connect, under their own terms): Prolific (participant recruitment with the Customer's own account), Google and Microsoft sign-in, and video or design embeds (YouTube, Vimeo, Figma) the Customer adds as interview stimuli. Google Analytics runs on the public website only with visitor consent and receives no research data.

Current list also published at qualitati.com/privacy-policy. Changes are notified per clause 7.2.