

# SOFTWARE LICENSE AGREEMENT

**IMPORTANT** – THIS AGREEMENT IS A BINDING LEGAL AGREEMENT BETWEEN YOU (AND THE ORGANIZATION (AS DEFINED IN THIS AGREEMENT) WHICH YOU REPRESENT, IF YOU ARE USING THE SOFTWARE (OR ACQUIRING RIGHTS TO USE SOFTWARE) FOR OR ON BEHALF OF THAT ORGANIZATION) (COLLECTIVELY, **YOU, YOUR**) AND: (A) IN RELATION TO LICENSES ACQUIRED FROM OUR US OFFICE, NUMBERS INTERNATIONAL LLC; (B) IN RELATION TO LICENSES ACQUIRED FROM OUR UNITED KINGDOM OFFICE, Q RESEARCH SOFTWARE LIMITED (COMPANY NUMBER 09297555); OR (C) IN RELATION TO OTHER LICENSES (INCLUDING THOSE ACQUIRED THROUGH ANY WEBSITE), DISPLAYR AUSTRALIA PTY LIMITED ABN 12 104 572 812, (**WE, US, OUR, COMPANY**). BY CLICKING ON THE ‘ACCEPT’ BUTTON OR BY INSTALLING OR USING THE *Q* SOFTWARE PROGRAM, YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THE TERMS OF THIS AGREEMENT AND AGREE, ON BEHALF OF YOURSELF AND YOUR ORGANIZATION, IF APPLICABLE, TO BE BOUND BY THEM. IF YOU (OR YOUR ORGANIZATION, IF APPLICABLE) DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, PLEASE CLICK ‘CANCEL’ AND/OR DO NOT INSTALL THE *Q* PROGRAM SOFTWARE. IF YOU (OR YOUR ORGANIZATION, IF APPLICABLE) DO NOT AGREE TO THE TERMS OF THIS AGREEMENT BUT HAVE ALREADY PAID US FOR THE *Q* PROGRAM SOFTWARE, PLEASE CONTACT US TO ORGANIZE A REFUND.

## 1. Term

### 1.1 Commencement

This agreement commences on the ~~earlier of the following:~~

~~(a) the date on which you first click on the 'ACCEPT' button in relation to this agreement;~~

~~(b) the date on which you download the Software; and~~

~~(c) the date on which you first install or use the Software,~~

(the Commencement Date).

### 1.2 Term – free trial and *Q* reader licenses

(a) Free trial licenses ~~commence on the Commencement Date and~~ expire 30 days after ~~the Commencement Date~~ you have been provided with the link to access the Software, unless terminated earlier or extended by written agreement between the parties.

(b) Licenses for the *Q* Reader software program commence on the Commencement Date and expire when we terminate the license by giving you notice (whether on our website, by email or otherwise).

(c) Unless we agree in writing a free trial is not available to any person or organization that directly or indirectly utilized another free trial in the preceding 24 months.

### 1.3 Term – other licenses

(a) Subject to you paying us the License Fees, all licenses for the Software (other than free trial licenses and licenses for the *Q* Reader software program) commence on the ~~date you specify when ordering the software~~ (**License Commencement Date**) and run for the period of the licence you have ordered (**License Period**), unless terminated earlier in accordance with this Agreement.

(b) -At the expiry of a Licence Period, you must either:

(i) cease using the relevant licence; or

(ii) renew the licence for a further Licence Period (of the same or a different duration, depending on the types of licences available from us at the relevant time).

(c) Any renewal of a licence is subject to the terms of the Software License Agreement applying to the Software at the time of the renewal, and to you paying the applicable License Fees for the renewal.

(d) This agreement expires when all licenses granted to you under the agreement expire.

### 1.4 Updates to Software

(a) Subject to you paying us the License Fees, we may make available to you for download, during the course of your initial License Period or any renewal, updates or new versions of the Software.

(b) You may download, and use for the remainder of your initial License Period or any renewal, such updated or new version of the Software, provided that you agree to the terms of the Software License Agreement at the relevant time, which will be brought to your attention at the time of the update or new version being made available for download. If you do not agree to the updated terms of the Software License Agreement shown to you at the time of the update or new version being made available for download, you may not download the update or new version.

## 2. Software license

### 2.1 License

We grant to you a limited, non-exclusive, non-transferable license during the Term to, subject to clause 4:

- (a) access and use the Software on the number of computers for which you purchased a license, for the number of Named Users or simultaneous users (as applicable) for which you have purchased a license, for the business purposes of your Organization only (which may include preparing reports, presentations or databases for your clients);
- (b) where the Software is provided to you in a form that must be installed on a computer to operate, install the Software on the number of computers for which you purchased a license; and
- (c) use the Documentation strictly in conjunction with your use of the Software.

## ~~2.2 Open source software~~

~~You acknowledge and agree that:~~

- ~~(a) the Software may make use of, or assist you to use, certain open source software (including, where applicable, the open source software known as *R*);~~
- ~~(b) any such open source software:
  - ~~(i) does not form part of the Software;~~
  - ~~(ii) is separately licensed by the relevant licensors under the terms of the open source software licence (**OSS License**) which applies to that software (which, in the case of the open source software known as *R*, is the GNU General Public Licence 2.0);~~
  - ~~(iii) is not licensed to you by us, whether under this agreement or otherwise;~~~~
- ~~(c) you must review the terms of each OSS License and confirm whether you can comply with it before using the relevant open source software; and~~
- ~~(d) to the extent permitted by law, the use of any such open source software is at your own risk, and we have no liability for Losses arising in connection with your use of that open source software, or the use of that open source software by your Personnel.~~

## 3. License Fees

### 3.1 License Fees

- (a) Unless otherwise agreed with you, we may, at our option, invoice you the License Fees prior to, on or after supplying the Software to you (or after the expiration of the free trial period for the Software, if applicable), and after that, prior to, on or after each renewal of a licence.
- (b) No License Fees are payable for the *Q* Reader software program and during the free trial period for the Software.

(c) We reserve the right to vary the License Fees for each licence renewal and will provide you with notice of any such variation at least one (1) month before the commencement of the relevant renewal.

### 3.2 Payment

You must pay any undisputed invoice within the time specified in the invoice.

### 3.3 Invoice dispute

- (a) If you dispute the validity of an invoice:
- (b) you must:
  - (i) promptly give us notice of the details and the nature of the dispute; and
  - (ii) pay any undisputed amount when it is due under clause 3.2; and
- (c) each party must continue to perform their other obligations under the agreement.

### 3.4 Resolution of invoice dispute

Each party may invoke the dispute resolution procedure set out in clause 12 to attempt to resolve the dispute.

## 4. Conditions of use

### 4.1 License restrictions

In consideration of us granting you the License and unless we agree otherwise in writing, you must not:

- (a) permit any person other than your Personnel to use the Software;
- (b) copy or reproduce all or part of the Software except in order to be able to use it as contemplated by this Agreement;
- (c) alter, modify, tamper with, decompile, disassemble, adapt, create derivative works of, reverse engineer or attempt to reverse engineer the Software or otherwise attempt to derive the Software source code from the object code or to determine any other aspect of the Software, except to the extent permitted by applicable law or treaty;
- (d) sell, rent, lease, sub-license, assign or otherwise transfer all or part of the Software or any of your rights under this agreement;
- (e) use the Software to provide commercial software hosting or time sharing services;

- (f) use the Software for any unlawful purpose;
- (g) use the Software or the Sites to create, access, transmit, publish or communicate material which:
  - (i) is false, inaccurate, defamatory, offensive, inflammatory, obscene, unsuitable for minors, abusive, indecent, threatening, or otherwise unlawful;
  - (ii) is xenophobic, racist, abusive, harassing or hateful;
  - (iii) is invasive of a person's privacy or constitutes personal abuse directed at other users;
  - (iv) constitutes commercial advertising, the promotion of gambling or the promotion of your own site;
  - (v) contains a virus or other harmful code;
  - (vi) infringes a person's copyright or other rights; or
  - (vii) contains links to other sites that contain or promote the material identified in clause 4.1(g)(i) to 4.1(g)(vi);
- (h) use the Software or the Sites to:
  - (i) transmit, publish or communicate bulk and/or unsolicited messages;
  - (ii) in any way bring negative exposure or harm to us, our suppliers or other users of the Sites;
  - (iii) in any way cause us, our suppliers or other users of the Sites to incur liability to a third party;
- (i) remove or tamper with any copyright or similar proprietary notice, rights management information, acknowledgement, attribution, trade mark, warning or disclaimer attached to, incorporated in or otherwise applied in connection with the Software;
- (j) use any type of spider, virus, worm, Trojan horse, time bomb or other malicious codes or instructions that are designed to disable, damage or disassemble all or part of the Software or the Sites;
- (k) breach the terms of the License or this agreement;
- (l) publish, transmit, communicate or distribute the Software to any other person, other than distributing *Q Reader* to your clients in accordance with this Agreement;
- (m) interfere with or disrupt the Sites, any of our software, services, servers or networks; and

(n) allow anyone else (except us) to do any of the things referred to in paragraphs (a) to (m) above.

#### 4.2 Compliance with ~~Privacy Laws~~Data Protection Legislation

If you upload, transmit or publish any ~~data or information about individuals~~Personal Data using the Software, you must ensure that:

(a) you only do so in accordance with applicable law (including ~~Privacy Laws~~Data Protection Legislation); and

(b) you do not do, or omit to do, anything that would cause us to breach any law (including ~~Privacy Laws~~Data Protection Legislation).

To the extent that we are in possession of any Personal Data relating to you or your Personnel, you acknowledge that this is for the limited purposes of managing user accounts to access the Software.

You acknowledge and agree that we shall act as a joint data controller with respect to any limited amounts of Personal Data transferred to us by you under this agreement in relation to management of user accounts.

To the extent that we act as a Data Processor in relation to any of Your Personal Data that you may provide to us or give us access to in the course of our provision of the Software to you (e.g. for the purposes of providing technical support and back-end calculations), we will act in accordance with the remainder of this clause 4.2.

(c) We shall, in the course of processing Your Personal Data:

- process Your Personal Data only in accordance with your written instructions from time to time unless required to do so by law and subject to notifying you (save where by law we are prohibited from so notifying you);
- take reasonable steps to ensure the reliability of our employees, staff, officers and agents who may have access to, or be involved in, the processing of Your Personal Data;
- ensure that our personnel who have access to and/or process Your Personal Data are obliged to keep it confidential or are under an appropriate statutory obligation of confidentiality;
- ensure that we have in place appropriate technical and organizational measures to protect against unauthorized or unlawful processing of Your Personal Data and against loss or destruction of, or damage to, Your Personal Data, appropriate to the harm that might result from unauthorized or unlawful processing or accidental loss, destruction or damage and the nature of Your Personal Data to be protected, having regard to the state of technological development and the cost of implementing any measures

- notify you promptly and in any event within 24 hours of becoming aware of any of Your Personal Data breaches so you can notify the supervisory authorities and advise Data Subjects;
- conduct data protection impact assessments as appropriate;
- support your interaction with supervisory authorities or regulators where the data protection risk assessment indicates that there is a high risk to the processing;
- at your written direction, delete or return Your Personal Data and copies thereof to you on termination or expiry of this agreement unless we are required to store Your Personal Data by law or if such Your Personal Data is retained only in backups which are inaccessible in normal use;
- maintain complete and accurate records and information to demonstrate our compliance with these data protection obligations and shall allow at reasonable times and from time to time to audit and review our compliance with these data protection obligations;
- inform you immediately if (in our opinion) an instruction for the processing of Your Personal Data given by you infringes Data Protection Legislation;
- only transfer or process Your Personal Data outside the European Economic Area on the basis of the Standard Contractual Clauses which are included as Annex 1 of this Agreement;
- not subcontract any processing of the Customer Personal Data to a third party subprocessor unless: (i) that third party is subject to contractual obligations no less onerous than those provided in this Agreement in relation to the processing of the Customer Personal Data and (ii) the Customer is notified of the addition or replacement of a subprocessor and given 14 days to object to such subprocessor. In the absence of any objection within that period, the Customer is deemed to have accepted such addition or replacement. The Customer's sole right in the event of an objection to a proposed addition or replacement shall be to terminate this Agreement on written notice, subject to payment of any outstanding Fees. The Company shall remain fully liable for any breach of this Agreement that is caused by an act, error or omission of its subprocessors.

(d) We shall, on your request, provide you with such assistance and information about our and any subprocessors' processing of Your Personal Data as you may request from time to time to allow you to meet your obligations under Data Protection Legislation. In the event that any request, correspondence, enquiry or complaint is made in respect of You or the Your Personal Data directly to us, We shall promptly inform You providing full details of the same.

(e) We shall be entitled to make any reasonable amendment to this agreement necessary to bring it and our obligations in respect of the processing of Personal Data into line with the Data Protection Legislation; or allow you to comply with the Data Protection Legislation and the requirements and recommendations of any appropriate data protection supervisory authority or regulator.

(f) We shall indemnify You from and against all losses, damages or regulatory fines suffered or incurred by You as a result of our breach of the data protection provisions set out in this Agreement.

#### 4.3 End user content

You acknowledge and agree that you are solely responsible for all material you create, access, transmit, publish or communicate using the Software.

#### 4.4 Restrictions based on license type

In accessing and using the Software, you must comply with:

- (a) the terms and restrictions which apply to the type of licence you have purchased, including as set out in the Licensing Guide; and
- (b) any requirements, procedures, policies, or regulations displayed on the Sites or which we notify to you from time to time.

#### 4.5 Compliance with license restrictions

If we consider that you are not complying with the restrictions identified in this clause 4, we may request that you cease such conduct and you must immediately comply with any such request.

#### 4.6 Access to the Software and Sites

We may immediately terminate or block your access to the Software or the Sites ~~for any reason in our sole discretion~~ at any time if you or any of your Personnel are in breach of this Agreement and has failed to comply with our reasonable request to remedy such breach within a reasonable time period, being no less than 30 days.

#### 5. Support services

- (a) Except for the Q Reader software and during the free trial period, we will provide you with:
  - (i) technical support in relation to the Software by telephone, email or other means; and
  - (ii) subject to clause 1.4, programming fixes, updates or upgrades of the Software (which you must promptly install and use in accordance with our instructions or directions, if any).
  - (iii) Generally, the technical support service does not include providing you with information that is already available in Documentation or basic information in relation to installing, operating, and maintaining computers, software and information technology systems. We will only provide technical support to your Personnel who are duly qualified and have the requisite experience in connection with operating software and information technology systems for the manipulation and analysis of survey data and they should review the Documentation before seeking technical support services.



(b) We provide training and consulting services for our Software for a fee. Please contact us if you would like to find out more about our training services.

## 6. Intellectual Property Rights

### 6.1 No transfer

(a) All right, title and interest (including all copyright and other Intellectual Property Rights) in the Software is licensed or owned by us.

(b) This agreement does not transfer to you any title to the Intellectual Property Rights in the Software and you must not represent that you own those rights.

(c) You retain ownership of all Intellectual Property Rights in all content and materials that you may incorporate into the Software and in all documentary outputs from the Software. Nothing in this agreement shall operate to transfer or license any such rights to us.

### 6.2 Modifications and feedback

If you modify, or authorize the modification of, the Software (whether in breach of clause 4.1(c) or not) or if you provide us with any feedback, suggestions, recommendations or information in relation to the Software (collectively **Modifications**):

(a) you must promptly notify us of the Modifications (and provide us with any other information and details that we may reasonably request for in relation to the Modifications);

(b) we own any Intellectual Property Rights in the Modifications;

(c) you now assign to us (or will procure the assignment to us of) all Intellectual Property Rights in the Modifications and you must do (or procure the doing of) all things necessary to effect this assignment;

(d) you must not do or omit to do anything that may prejudice our rights and interests over the Intellectual Property Rights in the Modifications (including the right to apply to register such Intellectual Property Rights in any jurisdiction);

(e) the Modifications are included in the License once they are created;

(f) unless otherwise notified by you to us in writing at the time of providing us with the Modifications, you represent and warrant that the Modifications do not breach any third party rights (including any Intellectual Property Rights);

(g) you acknowledge and agree that you do not have any claim to any profits arising in any way from the Modifications; and

(h) to the extent that there are any Moral Rights in the Modifications, you presently waive (or will procure the waiver from the relevant individual author of) such Moral Rights and voluntarily and unconditionally consent to (or will procure the relevant individual author to voluntarily and unconditionally consent to) all or any acts or omissions by us, or any person authorized by us, which will otherwise infringe such Moral Rights.

### 6.3 Unauthorized use of the Software

You must promptly:

- (a) report to us any suspected or actual unauthorized use of the Software of which you become aware; and
- (b) provide us with all assistance reasonably requested by us to protect the relevant rights in the Software.

### 6.4 Indemnity

We hereby indemnify you in relation to any Losses that you may suffer as a result of any claim that your use of the Software in accordance with this Agreement and any instructions provided by us to you infringes the Intellectual Property Rights of any third party. This indemnity shall not apply to any use of the Software otherwise than in accordance with our reasonable instructions.

## 7. Confidential Information

### 7.1 Confidentiality

A party must keep the other party's Confidential Information confidential.

### 7.2 Use and disclosure of Confidential Information

A party may only:

- (a) use the other party's Confidential Information for the purposes of this agreement; and
- (b) disclose that information to its Personnel, if:
  - (i) they must know for the purposes of this agreement (but only to that extent);
  - (ii) it first directs them that the information is confidential and must be kept confidential; and
  - (iii) it ensures its direction is complied with and that all steps are taken to prevent or stop any actual or suspected breach of the direction.

### 7.3 Exceptions

Clause 7 does not apply to information that (whether before or after the date of this agreement):

- (a) is public knowledge (except because of a breach of confidentiality by a party or any of its disclosees); or
- (b) is required to be disclosed by law (but only to that extent).

### 7.4 Disclosure required by law

If a party must disclose the other party's Confidential Information by law under clause 7.3(b), the party must first:

- (a) give the other party:
  - (i) notice of the details of the proposed disclosure;
  - (ii) reasonable opportunity to do what it thinks necessary to protect the confidentiality of the information; and
  - (iii) any help reasonably required by the other party to protect the confidentiality of the information; and
- (b) give the proposed disclosee notice that the information is Confidential Information of the other party.

### 7.5 Exercise of degree of care

A party must exercise at least the same degree of care and diligence in protecting the confidentiality of the other party's Confidential Information as it exercises in relation to its own Confidential Information.

## 8. Limitation and exclusion of liability

### 8.1 Implied conditions and warranties

We warrant that the Software will conform to all representations and descriptions of functionality and service made available to you by us, that we will use reasonable endeavors to fix material defects that adversely affect your usage of the Software in a

prompt manner, and that we will comply with all of our obligations under this agreement in a prompt and professional manner.

We warrant that the Software does not contain any virus or other application that may erase, disable or otherwise harm the Software or your data or information systems, or give any third party unauthorized access to the Software or your data or information systems.

To the extent permitted by law:

~~(a) we provide the Software 'as is'; and~~

~~(b)~~ apart from the express terms of this agreement and (where applicable) the Consumer Guarantees, we give no other representations, guarantees, warranties or conditions, express or implied, in relation to any goods or services supplied under this agreement, or any other rights provided by us under this agreement. We exclude from this agreement all other representations, guarantees, conditions, warranties, rights, remedies, liabilities and other terms that may be conferred or implied by statute, general law or custom, except any guarantee or right conferred under any legislation (including the Australian Consumer Law), the exclusion of which would contravene legislation or cause part or all of the clause purporting to exclude that guarantee or term to be void.

## 8.2 Acknowledgement

You acknowledge and agree that you are responsible for determining whether the Software meets your particular needs and for the results obtained from the Software.

## 8.3 Consequential loss

Except as provided under clause 15.1, we exclude liability to you (whether arising in contract or tort (including negligence) or under any statute) for any loss of profits, loss of revenue, loss of opportunity, loss of anticipated savings, pure economic loss, increased operating costs and any special, consequential or indirect loss suffered or incurred by you or your Personnel.

## 8.4 Limitation of liability

To the extent permitted by law, except under any indemnity, and except as provided under clause 15.1:

~~(a) our total liability to you for Losses under or in connection with this agreement resulting from a breach of any warranty or condition by us is limited, at our option, to any one of replacing, repairing, or paying the cost of replacing or repairing, the goods, or supplying again, or paying the cost of supplying again, the services, in respect of which the relevant breach(es) occurred; and~~

~~(b) for any other liability, our your~~ maximum liability for Losses under or in connection with this agreement, whether arising in contract, tort (including negligence) or

otherwise, is limited to the total License Fees paid by you to us in the 12 month period prior to the occurrence of the cause of action that gave rise to such liability.

## 8.5 Sharing of liability

A party's liability is reduced proportionally to the extent that any act or omission of the other party or its Personnel caused or contributed to the other party's loss.

## 8.6 Third party providers

(a) We may use third party providers from time to time to provide the Software and the Sites.

(b) Where we use a third party provider to provide the Software to you, and we receive a service credit from that third party provider as a result of availability issues with their services, we will pass on to you a portion of that service credit which we allocate to you in accordance with clause 8.6(c), provided that the portion of the service credit we allocate to you is more than 100 US dollars.

(c) If we receive a service credit from a third party service provider under clause 8.6(b), we will allocate an amount of that service credit to you, in our sole discretion, based on the license fees paid by you in the past twelve months relative to our other customers,

## 9. Indemnity

You will indemnify us and hold us harmless against all Losses (including legal costs, whether incurred by or awarded against a person) that are or may be incurred or suffered by us or any of our Related Companies or Personnel arising from or in connection with:

(a) any breach of this agreement by you;

(b) any unauthorized use or dissemination of the Software by you or your Related Companies or Personnel; and

(c) any Claim arising from:

(i) your use of the Software, any Site or any other website or servers operated by us or any of our Related Companies or Personnel to host, transmit, publish or communicate any material which is in breach of this agreement; or

(ii) any other conduct, act or omission by you, your Related Companies or Personnel: which is in breach of this agreement.

## 10. Termination

### 10.1 Termination by us

We may terminate all or part of this agreement immediately by giving you notice if you breach clauses 2 or 4.

## 10.2 Termination for breach

A party may terminate all or part of this agreement immediately by giving the other party notice if:

- (a) the other party breaches a term of this agreement and fails to rectify the breach within 30 days after receiving notice requiring it to do so; or
- (b) the other party breaches a material term of this agreement which is not capable of remedy.

## 10.3 Action on termination

On expiration or termination of this agreement, the License will immediately expire or terminate and you must:

- (a) stop using the Software;
- (b) return to us, or destroy, all copies of the Software;
- (c) ensure that all Software in your possession has been deleted or permanently removed from any computer equipment on which it is stored; and
- (d) confirm in writing to us that the Software has been deleted from any computer equipment on which it was stored.

## 11. Tax

Unless the context dictates otherwise, the License Fees and any other fees or charges quoted by us to you are exclusive of all applicable Taxes. You shall pay all Taxes assessed in connection with this agreement or any licenses or services provided under this agreement, in addition to the License Fees and any other fees or charges quoted by us.

- a) In relation to licenses acquired where U.S. sales tax is applicable, we maintain responsibility for collecting and remitting sales tax; which is a tax imposed by individual states, not the U.S. federal government, only when the sale takes place within states where we maintain a nexus for sales tax purposes.
- b) In complying with U.S. sales tax law we collect sales tax only on taxable sales made within states where we currently maintain nexus. Nexus in this document is defined by the

relevant sales tax laws by state. The states in which we maintain nexus is subject to change dependent on state sales tax laws and business location changes.

c) The Company complies with a variety of other U.S. and state reporting and payment obligations for business tax, use tax, payroll tax, excise tax and personal and corporate income tax.

d) For sales made outside of states where a nexus is maintained we hereby inform you that sales tax will not be collected on your License Fee and any and all responsibility for the collection and payment of use tax will be maintained by you unless otherwise agreed upon in writing.

e) In the case that you are under U.S. tax jurisdiction and your purchase order includes general language making us as sellers responsible for "all taxes" or "all taxes other than income tax", we reserve the right to reject your terms and conditions.

## 12. Dispute resolution

### 12.1 No court proceedings unless procedure followed

A party must not start court proceedings (except proceedings seeking interlocutory relief) unless it has complied with clause 12.

### 12.2 Notice of Dispute

A party claiming that a dispute, difference or question arising out of this agreement, including a question as to whether certain services are in scope or not, has arisen (**Dispute**) must give the other party notice of the details of the Dispute (**Dispute Notice**).

### 12.3 Negotiated resolution

When a Dispute Notice is given, each party's chief executive officers (or their nominee) must meet and first attempt to resolve the Dispute.

### 12.4 Arbitration

If the chief executive officers (or their nominee) cannot resolve the Dispute under clause 12.3 within 30 days (or longer period agreed between the parties), the Dispute must be settled by arbitration in accordance with the then-current UNCITRAL Arbitration Rules. The appointing authority shall be the Australian Centre for International Commercial Arbitration. The number of arbitrators shall be one. The place of arbitration shall be Sydney, Australia. The language(s) to be used in the arbitral proceedings shall be English.

### 12.5 Release if other party breaches

If a party breaches clause 12 in relation to a Dispute, the other party need not comply with clause 12 in relation to that Dispute.

## 12.6 Obligations continue

The parties must continue to perform their respective obligations under this Agreement pending the resolution of a Dispute.

## 12.7 Costs

Each party must pay its own costs of complying with this clause 12.

## 13. Notices and other communications

### 13.1 Service of notices

A notice, demand, consent, approval or communication under this agreement (**Notice**) must be:

- (a) in writing, in English and signed by a person duly authorized by the sender; and
- (b) sent by email to, for us, [support@q-researchsoftware.com](mailto:support@q-researchsoftware.com) and, for you, the last known email address for you that we have on our records.

### 13.2 Effective on receipt

A Notice given in accordance with clause 13.1 takes effect when taken to be received (or at a later time specified in it), and is taken to be received when it is sent, unless, within eight Business Hours after the transmission, the recipient informs the sender that it has not received the entire Notice or the sender receives a delivery failure notification, but if it is sent on a day that is not on a Business Day or after 5.00pm on a Business Day, the Notice is taken to be received at 9.00am on the next Business Day.

## 14. Miscellaneous

### 14.1 Authority

You warrant that:

- (a) you have all rights required to enter into this agreement, including, where applicable, for and on behalf of the relevant Organization; and
- (b) this agreement is binding on you (and, where applicable, the relevant Organization) as an agreement.

### 14.2 Export



You acknowledge that the Software may be subject to national and international laws that govern the export of software and you agree to comply with all such laws (where applicable to you).

#### 14.3 Alterations

This agreement may be altered only in writing signed by each party, except that:

- (a) each time the agreement is renewed in accordance with clause 1.3, the terms of the Software License Agreement at the relevant time will apply (unless otherwise agreed in writing between the parties); and
- (b) each time an update or new version of the Software is downloaded in accordance with clause 1.4, the terms of the Software License Agreement at the relevant time will apply (unless otherwise agreed in writing between the parties).

#### 14.4 Assignment

A party may only assign this agreement or a right under this agreement with the prior written consent of the other party.

#### 14.5 Costs

Each party must pay its own costs of negotiating, preparing and executing this agreement.

#### 14.6 Survival

Any indemnity or any obligation of confidence under this agreement is independent and survives termination of this agreement. Any other term by its nature intended to survive termination of this agreement survives termination of this agreement, including clauses 4, 5, 7, 8 and 9.

#### 14.7 Counterparts

This agreement may be executed in counterparts. All executed counterparts constitute one document.

#### 14.8 Entire agreement

This agreement constitutes the entire agreement between the parties in connection with its subject matter and supersedes all previous agreements or understandings between the parties in connection with its subject matter.

#### 14.9 Further action

Each party must do, at its own expense, everything reasonably necessary (including executing documents) to give full effect to this agreement and any transaction contemplated by it.

#### 14.10 Severability

A term or part of a term of this agreement that is illegal or unenforceable may be severed from this agreement and the remaining terms or parts of the term of this agreement continue in force.

#### 14.11 Waiver

A party does not waive a right, power or remedy if it fails to exercise or delays in exercising the right, power or remedy. A single or partial exercise of a right, power or remedy does not prevent another or further exercise of that or another right, power or remedy. A waiver of a right, power or remedy must be in writing and signed by the party giving the waiver.

#### 14.12 Relationship

Except where this agreement expressly states otherwise, it does not create a relationship of employment, trust, agency or partnership between the parties.

#### 14.13 Governing law and jurisdiction

- (a) If you or your Organisation are purchasing Software from Numbers International LLC under this agreement, this agreement is governed by the laws of the State of Delaware and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of the State of Delaware.
- (b) If you or your Organisation are purchasing Software from Q Research Software Limited under this agreement, this agreement is governed by the laws of England and Wales and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of England and Wales.
- (c) Otherwise, this agreement is governed by the laws of New South Wales, Australia and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales, Australia.

#### 14.14 Regional Servers

Your use of the Software may require an internet connection to our servers to complete certain operations. We may provide you with an option to limit the geographical location or region of our servers to which your instance of the Software will connect. Where you choose to make use of this option, the data shared with us will only be stored on computers and servers physically situated within the selected location or region. This does not provide any additional warranty or

guarantee in relation to the security of any transfers of data. We may remove this option at any time, and will provide you with advance notice if this may affect your use of the Software.

## 15. Jurisdiction specific provisions

### 15.1 Australia – Australian Consumer Law

(a) Under the Australian Consumer Law (and other similar legislation of Australian states and territories), certain statutory guarantees are conferred in relation to the supply of goods or services to a Consumer (**Consumer Guarantees**).

(b) The limitations and of exclusions of liability in this agreement do not apply to exclude or limit our liability under the Consumer Guarantees:

(i) in relation to the supply of PDH Goods or Services; or

(ii) where to do so would otherwise be void or would cause any of the exclusions or limitations of liability under this agreement to be void.

## 16. Defined terms & interpretation

### 16.1 Defined terms

In this document:

**Australian Consumer Law** has the meaning given to that term in section 4 of the Competition and Consumer Act 2010 (Cth).

**Business Day** means:

(a) for receiving a notice under clause 12, a day that is not a Saturday, Sunday or public holiday in the place where the notice is received; and

(b) for all other purposes, a day that is not a Saturday, Sunday or public holiday in the place where a party who is entitled to exercise a right or required perform an obligation, as the case may be, is located.

**Business Hours** means from 9.00am to 5.00pm on a Business Day.

**Claim** means any claim, demand or proceeding arising out of any cause of action (including breach of contract, tort (including negligence) and any other common law, equitable or statutory cause of action).

**Confidential Information** means information that:

(a) is by its nature confidential;

- (b) is designated by a party as confidential; or
- (c) the receiving party knows or ought to know is confidential,

and includes information about each party's business operations, finances and customers. In our case, our Confidential Information also includes all information in relation to the Software, Modifications and how they operate save to the extent that such information is publicly available on the Internet or otherwise (except because of a breach of confidentiality by a party or any of its disclosees).

**Consumer** has the meaning given to that term in section 3 of the Australian Consumer Law.

**Data Protection Legislation** means Regulation (EU) 2016/679 of the European Parliament and of the Council, (the General Data Protection Regulation); any other existing or future law, directive or regulation (anywhere in the world) relating to the Processing of Personal Data or privacy, to which we or you are subject

**Data Controller, Data Processor, Data Subject and Personal Data** have the meanings given to those expressions or any equivalent or corresponding expressions in the Data Protection Legislation

**Documentation** means any documentation supplied by us to you, or otherwise available to you, relating to the Software or this agreement, including emails, online help, documentation that can be downloaded from our website or that are available from within the Software and help files that are distributed within the Software.

**Intellectual Property Rights** means all intellectual property rights at any time recognized anywhere in the world, including:

- (a) patents, copyright, rights in circuit layouts, registered and unregistered designs, trade marks, domain names, business names and any right to have confidential information kept confidential; and
- (b) any application or right to apply for registration of any of the rights referred to in paragraph (a).

**License** means the license granted by us in clause 2.

**License Fees** mean the fees payable by you for the License, as agreed between you and us in writing or as notified by us to you in accordance with clause 3.1.

**License Period** has the meaning given in clause 1.3.

**Licensing Guide** means the licensing terms set out at [http://wiki.q-researchsoftware.com/wiki/Licensing\\_Guide](http://wiki.q-researchsoftware.com/wiki/Licensing_Guide).

**Losses** means any loss, cost, damage, expense or liability, whether arising in contract, tort (including negligence) or otherwise.

**Moral Rights** means the following rights in respect of any Intellectual Property Rights:

- (a) the right of integrity of authorship (that is, not to have a work subjected to derogatory treatment);
- (b) the right of attribution of authorship of a work; and
- (c) the right not to have authorship of a work falsely attributed,

(which are rights created by the *Copyright Act 1968* (Cth)), and any other similar rights capable of protection under the laws of any applicable jurisdiction.

**Named User** means an individual whom you have identified to us as the user of the relevant license, in the manner we require from time to time.

**Organization** means:

- (a) where you represent an organization which has procured rights to use the Software for another organization, the organization for which those rights have been procured; or
- (b) otherwise, any organisation which you represent,

and an 'organization' includes any body corporate, partnership, association, governmental or local authority or agency or other organization.

**PDH Goods or Services** means goods or services of a kind ordinarily acquired for personal, domestic or household use or consumption.

**Personnel** means, in relation to a party, the officers, employees, agents, contractors and representatives of the party (but does not include the other party).

**Related Company** means in relation to a person, a related company or affiliate of that person.

**Sites** means any websites from which the Software may be accessed, or which are used in conjunction with the Software, including [www.q-researchsoftware.com](http://www.q-researchsoftware.com), [app.displayr.com](http://app.displayr.com), and any associated sites, sub-domains and pages therein.

**Software** means:

- (a) the *Q* software program, namely *Q* Basic, *Q* Professional and *Q* Reader;
- (b) any training programs and materials for the *Q* software program;

- (c) any improvements, enhancements, modifications, developments, programming fixes, updates or upgrades of the *Q* software program supplied by us to you under this agreement; and
- (d) the Documentation.

**Standard Contractual Clauses** means the standard contractual clauses for the transfer of personal data from the EU to third countries (controller-to-processor transfers) contained in the Annex to the Commission Decision of 5 February 2010 (Decision 2010/87/EU) amending Decision 2002/16/EC as regards the introduction of an alternative set of standard contractual clauses for the transfer of personal data to third countries

**Tax** means all duties, taxes, imposts, deductions, charges and withholdings imposed with respect to any transaction contemplated under this agreement, including:

- (a) value-added, goods and services, sales or use taxes;
- (b) excise, custom duties and other like taxes, fees or surcharges (including regulatory fees or surcharges); and
- (c) any interest, penalties, charges, fees or other amounts payable on or in relation to the taxes referred to in paragraphs (a) and (b),

but excluding taxes on income, revenue or capital gains.

**Term** means the term of the free trial license, or all licenses other than the free trial license, as the case may be, and as defined in clause 1.

**Your Personal Data** means any Personal Data that you make available to us in order for us to provide the Software, and associated technical and IT support services, which may include names and contact details of Customer's staff, clients, and prospective clients

## 16.2 Interpretation

In this agreement, except where the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- (c) a reference to a party is to a party to this agreement, and a reference to a party to a document includes the party's executors, administrators, successors and permitted assigns and substitutes;
- (d) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;

- (e) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (f) any agreement, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds them jointly and severally;
- (g) any agreement, representation, warranty or indemnity in favor of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally;
- (h) the meaning of general words is not limited by specific examples introduced by **including, for example** or similar expressions; and
- (i) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this agreement or any part of it.

### 16.3 Headings

Headings are for ease of reference only and do not affect interpretation.

~~TO PROTECT YOUR INTERESTS, PLEASE READ THESE TERMS CAREFULLY BEFORE YOU CLICK THE 'ACCEPT' BUTTON. BY CLICKING THE 'ACCEPT' BUTTON AND/OR CONTINUING TO ACCESS OR USE THE SOFTWARE, YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THESE TERMS AND THE RIGHTS AND OBLIGATIONS SET OUT IN THEM, AND THAT YOU (AND YOUR ORGANIZATION, IF APPLICABLE) EXPRESSLY CONSENT TO BE BOUND BY AND ABIDE BY THEM.~~

Annex 1 – Standard Contractual Clauses (applicable for customers within the EU only)

COMMISSION DECISION

of 5 February 2010

on standard contractual clauses for the transfer of personal data to processors established in third countries under Directive 95/46/EC of the European Parliament and of the Council

Standard Contractual Clauses (processors)

For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection

The data exporting organisation is the organisation purchasing services from Displayr.

(the data exporter)

and

Name of the data importing organisation: Displayr Australia Pty Limited, Numbers International LLC, Displayr Inc or Q Research Software Limited, as appropriate....

Address: 65 Bellevue Street, Glebe, NSW 2037 Australia (Head Office)

e-mail: support@q-researchsoftware.com

(the data importer)

each a "party"; together "the parties".

HAVE AGREED on the following Contractual Clauses (the **Clauses**) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Appendix 1.

Clause 1  
Definitions

For the purposes of the Clauses:

- (a) 'personal data', 'special categories of data', 'process/processing', 'controller', 'processor', 'data subject' and 'supervisory authority' shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the



protection of individuals with regard to the processing of personal data and on the free movement of such data<sup>1</sup>;

- (b) 'the data exporter' means the controller who transfers the personal data;
- (c) 'the data importer' means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;
- (d) 'the subprocessor' means any processor engaged by the data importer or by any other subprocessor of the data importer who agrees to receive from the data importer or from any other subprocessor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;
- (e) 'the applicable data protection law' means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;
- (f) 'technical and organisational security measures' means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

## Clause 2 Details of the transfer

The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix 1 which forms an integral part of the Clauses.

## Clause 3 Third-party beneficiary clause

1. The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.
  2. The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law,
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as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.

3. The data subject can enforce against the subprocessor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.
4. The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

Clause 4  
**Obligations of the data exporter**

The data exporter agrees and warrants:

- (a) that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;
- (b) that it has instructed and throughout the duration of the personal data processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;
- (c) that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Appendix 2 to this contract;
- (d) that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;
- (e) that it will ensure compliance with the security measures;
- (f) that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;

- (g) to forward any notification received from the data importer or any subprocessor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;
- (h) to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract for subprocessing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;
- (i) that, in the event of subprocessing, the processing activity is carried out in accordance with Clause 11 by a subprocessor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and
- (j) that it will ensure compliance with Clause 4(a) to (i).

Clause 5  
**Obligations of the data importer<sup>2</sup>**

The data importer agrees and warrants:

- (a) to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
  - (b) that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
  - (c) that it has implemented the technical and organisational security measures specified in Appendix 2 before processing the personal data transferred;
  - (d) that it will promptly notify the data exporter about:
    - (i) any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation,
    - (ii) any accidental or unauthorised access, and
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- (iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;
- (e) to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;
- (f) at the request of the data exporter to submit its data processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;
- (g) to make available to the data subject upon request a copy of the Clauses, or any existing contract for subprocessing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;
- (h) that, in the event of subprocessing, it has previously informed the data exporter and obtained its prior written consent;
- (i) that the processing services by the subprocessor will be carried out in accordance with Clause 11;
- (j) to send promptly a copy of any subprocessor agreement it concludes under the Clauses to the data exporter.

#### Clause 6 Liability

1. The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or subprocessor is entitled to receive compensation from the data exporter for the damage suffered.
2. If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his subprocessor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, in which case the data subject can enforce its rights against such entity.

The data importer may not rely on a breach by a subprocessor of its obligations in order to avoid its own liabilities.

3. If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the subprocessor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the subprocessor agrees that the data subject may issue a claim against the data subprocessor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the subprocessor shall be limited to its own processing operations under the Clauses.

Clause 7  
**Mediation and jurisdiction**

1. The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:
  - (a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;
  - (b) to refer the dispute to the courts in the Member State in which the data exporter is established.
2. The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

Clause 8  
**Cooperation with supervisory authorities**

1. The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.
2. The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any subprocessor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.
3. The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any subprocessor preventing the conduct of an audit of the data importer, or any subprocessor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5 (b).

Clause 9  
**Governing Law**

The Clauses shall be governed by the law of the Member State in which the data exporter is established.

Clause 10  
**Variation of the contract**

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clause.

Clause 11  
**Subprocessing**

1. The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the subprocessor which imposes the same obligations on the subprocessor as are imposed on the data importer under the Clauses<sup>3</sup>. Where the subprocessor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the subprocessor's obligations under such agreement.
2. The prior written contract between the data importer and the subprocessor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.
3. The provisions relating to data protection aspects for subprocessing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established.
4. The data exporter shall keep a list of subprocessing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5 (j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

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<sup>3</sup> This requirement may be satisfied by the subprocessor co-signing the contract entered into between the data exporter and the data importer under this Decision.

Clause 12

**Obligation after the termination of personal data processing services**

1. The parties agree that on the termination of the provision of data processing services, the data importer and the subprocessor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.
  
2. The data importer and the subprocessor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data processing facilities for an audit of the measures referred to in paragraph 1.

**APPENDIX 1 TO THE STANDARD CONTRACTUAL CLAUSES**

This Appendix forms part of the Clauses and must be completed and signed by the parties

The Member States may complete or specify, according to their national procedures, any additional necessary information to be contained in this Appendix

**Data exporter**

The data exporter is the Customer legal entity that has entered into these terms with the Company and receives services from the Company.

**Data importer**

The data importer is the Company legal entity that has entered into these terms, which is a software company that processes personal data as part of the services provided to the Customer upon the instruction of the data exporter in accordance with the terms of this agreement.

**Data subjects**

The personal data transferred concern the following categories of data subjects:

Customer may submit personal data to Company to enable Company to provide the Displayr software, the extent of which is determined and controlled by Customer in its sole discretion, and which include:

- Customers, business partners, and vendors of Customer (who are natural persons)
- Employees or contact persons of Customer customers, business partners, and vendors

- Employees, agents, advisors, contractors, or any user authorized by Customer to use the Displayr software (who are natural persons)
- Any other persons whose personal data the Customer choose to upload to the Displayr platform

### **Categories of data**

The personal data transferred concern the following categories of data:

Company has no control over the categories of data that Customer uploads to the Displayr platform, but it is anticipated to include the following categories of data:

- Full names and usernames
- Addresses
- Contact information (emails, addresses, phone numbers)
- IP addresses, device MAC addresses
- Any other personal identifiers
- Employment and education associations and history

### **Special categories of data (if appropriate)**

The personal data transferred concern the following special categories of data (please specify):

Company has no control over the categories of data that Customer uploads to the Displayr platform, but it is anticipated to include the following special categories of data:

- personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, and the processing of genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health or data concerning a natural person's sex life or sexual orientation

### **Processing operations**

The personal data transferred will be subject to the following basic processing activities:

Company will process personal data as necessary to provide the Displayr software service, as further instructed by Customer in the course of its use of the service.

## **APPENDIX 2 TO THE STANDARD CONTRACTUAL CLAUSES**

**Description of the technical and organisational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c) is available at:**

**[https://wiki.q-researchsoftware.com/wiki/Security\\_Statement](https://wiki.q-researchsoftware.com/wiki/Security_Statement)**



