



# DATA PROCESSING AGREEMENT (DPA)

Last Updated: 29/01/2026

This Agreement applies to all processing of personal data performed on behalf of Quantisca

## 1. Introduction

This Data Processing Agreement (“Agreement”, “DPA”) forms part of the Terms of Service and governs the processing of personal data by Quantisca (“Controller”, “we”, “us”, “our”) and any third party service providers or partners acting as Processors (“Processor”, “you”).

This Agreement ensures compliance with applicable data protection laws, including GDPR compatible standards, in an EN only, global neutral format.

## 2. Definitions

- “Personal Data” — any information relating to an identified or identifiable natural person.
- “Processing” — any operation performed on Personal Data (collection, storage, use, deletion, etc.).
- “Controller” — the entity determining the purposes and means of processing (Quantisca).
- “Processor” — the entity processing Personal Data on behalf of the Controller.
- “Sub processor” — any third party engaged by the Processor to assist in processing.
- “Data Subject” — the individual whose data is being processed.

### 3. Subject Matter of Processing

The Processor may process Personal Data solely for the purpose of:

- providing services to Quantisca
- enabling platform functionality
- supporting licensing systems
- delivering digital products
- providing hosting, analytics, or infrastructure services

The Processor may not process Personal Data for any other purpose.

### 4. Duration

This Agreement remains in effect for as long as the Processor processes Personal Data on behalf of Quantisca.

### 5. Nature and Categories of Data

The Processor may process the following categories of Personal Data:

- contact information (email)
- technical identifiers (IP address, device data)
- licensing identifiers
- usage data
- support communication

The Processor does not process sensitive data.

### 6. Obligations of the Processor

The Processor agrees to:

#### 6.1. Process Data Only on Documented Instructions

- process Personal Data solely on Quantisca's instructions
- not use Personal Data for personal or commercial purposes

## 6.2. Maintain Confidentiality

- ensure all personnel are bound by confidentiality obligations

## 6.3. Implement Security Measures

The Processor must implement appropriate technical and organizational measures, including:

- encryption
- access controls
- secure storage
- monitoring and logging
- regular security reviews

## 6.4. Assist the Controller

The Processor must assist Quantisca with:

- responding to Data Subject requests
- security incident management
- data protection impact assessments

## 6.5. Notify of Data Breaches

The Processor must notify Quantisca without undue delay of any:

- data breach
- unauthorized access
- security incident

## 7. Sub processors

The Processor may engage Sub processors only if:

- Quantisca is informed
- Sub processors are bound by equivalent obligations
- appropriate safeguards are in place

The Processor remains fully liable for Sub processors.

## 8. International Data Transfers

If Personal Data is transferred outside the user's jurisdiction, the Processor must ensure:

- adequate safeguards
- compliance with applicable laws
- use of recognized transfer mechanisms (e.g., SCCs)

## 9. Data Subject Rights

The Processor must assist Quantisca in fulfilling Data Subject rights, including:

- access
- rectification
- deletion
- restriction
- portability
- objection

The Processor may not respond directly to Data Subjects unless instructed.

## 10. Return or Deletion of Data

Upon termination of services, the Processor must:

- return all Personal Data to Quantisca, or
- securely delete all Personal Data

and certify deletion in writing.

## 11. Audits

Quantisca may audit the Processor's compliance by:

- requesting documentation
- requesting security reports
- conducting remote assessments

Physical audits may occur only if necessary and with reasonable notice.

## 12. Liability

The Processor is liable for:

- breaches of this Agreement
- unauthorized processing
- failure to implement security measures
- actions of Sub processors

Quantisca is not liable for the Processor's internal failures.

## 13. Governing Law and Jurisdiction

This Agreement is governed exclusively by the laws of:

[chosen jurisdiction: Estonia / United Kingdom / United Arab Emirates]

All disputes shall be resolved exclusively in the courts of that jurisdiction.

## 14. Amendments

Quantisca may update this Agreement at any time. Continued processing constitutes acceptance of the updated version.

## 15. Signatures

By processing Personal Data on behalf of Quantisca, the Processor agrees to all terms of this Agreement.