Data Processing Agreement

in accordance with Article 28 of the General Data Protection Regulation (GDPR)

between

the User

hereinafter: "Data Controller"

and

audiotranskription - dr. dresing & pehl GmbH - Deutschhausstraße 22a - 35037 Marburg\
Managing Directors: Dr Thorsten Dresing and Thorsten Pehl\
Telephone: 0049 (0)6421 / 590 979 0 --- Email: info@audiotranskription.de

hereinafter: "audiotranskription",

the responsible person and audiotranscription hereinafter jointly: "the Parties"

Preamble

The Parties have entered into a licence agreement for the services of audiotranskription (hereinafter: "Main Agreement", see Annex V). The Main Agreement governs the provision of the following AI-supported services within the f4 software:

a) **Automatic transcription**: The automatic conversion of audio data into a text file using an speech recognition model.

b) **AI-supported analysis services** (hereinafter: "AI Services"): The transmission of text data to a language model (LLM) for the generation of interpretative suggestions and methodological insights.

The AI services are only activated once you have logged in via the ‘Login’ button and clicked on either the ‘AI-Impuls’ or ‘AI-Dialog’ button. This activation constitutes a documented individual instruction by the responsible person within the meaning of Article 28(3)(a) of the GDPR. The data protection requirements for the AI Services are set out in Section V of this Agreement.

audiotranskription is a provider of software for qualitative research. The f4 software is primarily used by researchers at universities, non-university research institutions and comparable organisations. The services provided by audiotranskription support the data controller in carrying out scientific research projects within the meaning of Article 89(1) of the GDPR and Section 27 of the BDSG. Both parties are aware of the special responsibility associated with the processing of research data.

Both services differ in the nature and scope of the processing (see Main Contract, Clause 1.2). In this contract, the term "automatic transcription" refers exclusively to speech recognition in

accordance with the Main Contract, Clauses 3 and 5. The term "AI services" refers exclusively to the LLM-supported analysis services in accordance with the Main Contract, Clauses 4 and 6, and Section V of this contract. The data controller decides independently and actively which service is to be used. There is no automatic transfer of data between the services.

Due to the automated processing, audiotranskription generally has NO knowledge of the content of the data provided by the data subject. However, within the scope of the transcription process, AI processing and hosting, it cannot be ruled out -- at least technically -- that access may occur. However, even if access were to occur, audiotranskription generally has no means of linking the data to a specific individual. This would generally only be the case if, for example, the individuals involved were named during an interview.

As the identification of a natural person and thus the processing of personal data cannot be ruled out for this reason, the parties conclude this contract for data processing (hereinafter: "Contract") and thereby specify the parties' data protection obligations arising from the main contract. The Agreement applies to all activities related to the main contract in which audiotranskription, its employees or persons commissioned by audiotranskription may come into contact with the data subject's personal data.

As the processing of qualitative research data may involve sensitive data, e.g. regarding political opinions, religious or philosophical beliefs, different security standards apply to the two services:

- **Automatic transcription:** A higher security standard is applied to all data. The processing of special categories of personal data within the meaning of Article 9 of the GDPR is permitted in the context of transcription.

- **AI services:** The processing of special categories of personal data within the meaning of Article 9 of the GDPR is excluded in the case of AI services. The sub-processors used (GWDG and STACKIT) exclude the processing of such data. The controller is obliged to ensure, prior to the transfer of text data to the AI services, that no sensitive data within the meaning of Article 9 of the GDPR is contained therein.

It is the responsibility of the controller to assess and implement appropriate measures to protect data subjects before transmitting data to the services (see Section V, point 2).

Note on the data protection impact assessment: The use of AI-supported analysis services for qualitative research data may require a data protection impact assessment (DPIA) in accordance with Article 35 of the GDPR, in particular where special categories of personal data (Article 9 of the GDPR) are involved or where a systematic, extensive evaluation of personal aspects takes place. The controller is responsible for assessing the obligation to carry out a DPIA. audiotranskription shall assist the controller in carrying out a DPIA in accordance with Article 28(3)(f) of the GDPR by providing the information contained in this contract and its annexes regarding the technical and organisational measures, the data flow and the sub-processors.

To this end, the parties agree as follows in accordance with the standard contractual clauses set out in 'COMMISSION IMPLEMENTING DECISION (EU) 2021/915 of 4 June 2021 on standard contractual clauses between controllers and processors pursuant to Article 28(7) of Regulation

(EU) 2016/679 of the European Parliament and of the Council and Article 29(7) of Regulation (EU) 2018/1725 of the European Parliament and of the Council"

SECTION I

Clause 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 V 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 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 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 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.

SECTION II OBLIGATIONS OF THE PARTIES

Clause 6 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.

Clause 7 Obligations of the Parties

7.1. Instructions

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.

7.2. 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.

7.3. Duration of the processing of personal data

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

7.4. 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 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.

7.5. 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.

7.6. Documentation and compliance

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

b The processor shall deal promptly and adequately with enquiries 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.

7.7. Use of sub-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 the controller in writing of any intended changes to that list through the addition or replacement of sub-processors at least 14 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 secrets 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 sub-processor 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.

7.8. 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 Article 46(2) of Regulation (EU) 2016/679, provided the conditions for the use of those standard contractual clauses are met.

Clause 8 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:

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 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 a description of the nature of the breach (including, where possible, the categories and approximate number of data subjects and data records concerned);

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

c 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.

SECTION III FINAL PROVISIONS

Clause 10 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.

Place, Date _____ --- Marburg, **Date____**

_____ --- _____\
Client / Data Controller --- Contractor / audiotranskription

Annex I: List of parties

Responsible person(s): $Nameandcontactdetailsoftheresponsibleperson(s)$

...

Data processor(s):
$Nameandcontactdetailsofthedataprocessor(s)and,whereapplicable,thedataprotectionofficeroft$

Name: dr. dresing & pehl GmbH\
Address: Deutschhausstraße 22a, 35037 Marburg

Name, role and contact details of the contact person:\
Thorsten Pehl, Dr Thorsten Dresing, Management +49 6421 590979-0
info@audiotranskription.de

Data Protection Officer:\
Karsten Krupna, Am Sandtorkai 77, 20457 Hamburg\
+49 (0)40 -- 319 769 27, office@krupna.legal

Annex II: Description of the processing

Categories of data subjects whose personal data is processed

This information was provided by the data controller upon conclusion of this contract and is listed in the confirmation email.

Categories of personal data being processed

This information was provided by the data controller upon conclusion of this contract and is set out in the confirmation email.

Nature of the processing and duration of the processing

See "Detailed description of the workflow"

Purpose(s) for which the personal data is processed on behalf of the controller

1. AI-assisted automatic transcription (speech recognition) as per the Main Contract (Annex V, Clause 3).

2. AI-generated interpretation suggestions and descriptions in accordance with the main contract (Annex V, Clause 4) and Section V of this contract.

Detailed description of the workflow

I. Background / Brief description of the company

dr. dresing & pehl GmbH, Deutschhausstraße 22A, 35037 Marburg, (hereinafter also: "we") has been marketing software for the transcription and analysis of interviews under the brand name "audiotranskription" since 2005. The software is primarily used in a university context, where it forms part of training in qualitative methods.

We therefore describe below our contractual and technical measures to ensure that AI-supported automatic speech recognition and AI-supported analysis services (AI services) comply with data protection regulations.

II. Definition of Terms

In the following, a distinction is first made between:

- **"Contract data"**, i.e. data relating to the user (hereinafter "you") (i.e. name, address, etc.) and
- **"Order data"**, i.e.:
- in the context of transcription: audio files and the corresponding text files that users upload when commissioning our services, as well as the respective transcribed data. These files may contain both personal speech data of the user and speech data of third parties (the persons recorded);
- in the context of AI services: the text excerpts actively submitted by the user, as well as the responses generated by the language model based on them. This data may contain personal data of the persons mentioned or speaking in the texts.

III. Information for customers in accordance with Article 13 of the GDPR

You will be provided with detailed information regarding data processing in accordance with Article 13 of the GDPR prior to or when creating a customer account.

Specifically, this information is provided on the website via the privacy policy, which includes information in accordance with this document. The privacy policy is also prominently highlighted when creating a user account.

IV. Overview of the workflow

To use both services --- automatic transcription and AI services --- registration and login to the f4 software are required. The services cannot be used without logging in. Registration, activation and the purchase of quotas are explained below:

1. Software installation/registration

A prerequisite for using the services (automatic transcription and AI services) is the installation of the f4 software or a current browser. You must register personally here before using the services. A corresponding dialogue box is displayed by the software to be installed locally. Your registration takes place in the following steps:

Step 1: Setting a username and password

In the first step, you will be asked to provide your email address, a password of your choice, and confirmation that you have read the privacy policy (accessible via a link). The password you choose must meet certain minimum requirements (a combination of upper and lower case letters, special characters, numbers, and at least 10 characters).

The password can be changed via email after authentication. When you enter your email address in the relevant field in the client, a code will be sent to the email address you have provided. The password can only be changed once this code has been entered.

Step 2: Confirmation of registration

To verify the email address provided, a code is sent to the registered account. The account is only activated once the customer has entered this code via the registration dialogue in the client. Unconfirmed data is deleted after 24 hours.

Step 3: Conclusion of a Data Processing Agreement (DPA)

Once registration has been confirmed, a dialogue box will appear for you to conclude a DPA. This will display the contract text, including a list of technical and organisational measures and sub-processors (server hosts). You have the option to specify the purpose of the processing and the type of personal data to be processed separately. The contract text will be sent to you by email following your confirmation (conclusion of the contract in accordance with Article 28(9) of the GDPR).

Optionally, the contract may also be concluded in writing or electronically. Audiotranskription reserves the right to offer this option only for the purchase of certain volume quotas.

Step 3a (optional): Obligation of confidentiality in accordance with Section 203 of the German Criminal Code (StGB)

Certain groups of persons (e.g. those engaged in legal or medical activities) are subject to special confidentiality provisions under Section 203 of the German Criminal Code (StGB). In order to enable the processing of data, it is necessary in these cases for us and our subcontractors to explicitly commit (beyond the provisions of the General Terms and Conditions) to confidentiality in accordance with Section 203 of the German Criminal Code (StGB). Upon request, you may optionally receive a corresponding undertaking in electronic form.

2. Activation for the use of the services

Only once registration has been completed will the account be activated for the use of the services --- both for the upload of order data (transcription) and for the submission of requests

(AI services). Neither an upload nor an AI request is possible without logging in to the client. The registration information is stored on the speech recognition server and is physically and logically separated from billing data (see Section VIII. Data processing infrastructure).

3. Purchase of quotas

From this step onwards, the process differs depending on the service:

3a. Transcription --- Purchase of time quotas via the online shop

The use of automated speech recognition is enabled on the basis of time quotas. Time quotas can be purchased in advance in the form of credit codes via our online shop. These codes are generated by our activation server (logically and physically separate from the speech recognition server) and sent by email. The codes are not personalised and can be used by any (registered) person to top up their own time quota.

3b. AI Services --- Use within the scope of the software licence

Use of the AI services is included in the f4 software licence and requires explicit activation by the user within the software (e.g. by ticking a checkbox). There is no need to purchase additional allowances separately. The use of AI services is subject to a fair use policy: to prevent server overload and ensure equal access for all users, the software limits the number of requests within a specific time period. Once the request limit is reached, usage is temporarily paused; requests can be made again once the pause has ended.

The following applies to both services: Order data such as name, address, email address, telephone number, order date and number of items ordered are uploaded to the webshop's server and to our in-house server in Marburg for billing and accounting purposes and stored in accordance with statutory retention periods. We do not collect payment information (credit card details); instead, this is transmitted directly to the payment processing companies (Adyen, PayPal) via so-called iframes or via the payment pages of the respective payment processors. The web shop's privacy policy has been reviewed by Trusted Shops. The billing data is logically and physically separated from the order data.

V. Processing of individual orders for automatic transcription

By "processing of individual orders", we refer here to the uploading of an audio file to our server, its processing there, and the downloading of the finished results, up to the deletion of the individual order data. The order data is stored on the server only for as long as is necessary for the purposes of processing. Thereafter, the order data is transferred back to your computer and stored locally by you.

1. Uploading audio files

Audio files can be uploaded to our server if you are registered and logged in to a client. The client generates an asymmetric key pair for each audio file during upload. The public key is sent to the server together with the audio file during upload (job key). When using f4transkript on the client computer, the private key is encrypted using your secret password and stored. This ensures that the job data can only be decrypted from the registered client. When using the

browser, this password is stored in encrypted form on a separate server (separate from the speech recognition system).

The upload to our server takes place via a secure connection. File names are pseudonymised using random but unique names prior to processing. When using the f4 software, this occurs during the upload.

2. Processing

For processing, the audio file is decrypted by the speech recognition algorithm and converted into a text file. The audio file is deleted immediately after it has been successfully converted into a text file. The resulting text file is encrypted using the job's public key and temporarily stored on the server for collection.

The server reports a status to the client for each job. Successfully converted jobs report the status to the client and activate the 'Download' button there.

3. Download

The finished text files can be downloaded by the client. After a successful download, the text file is decrypted on the client using the private key. When using f4transkript, the combination of public and private keys ensures that the results can only be decrypted on the computer from which the job was uploaded. When using the browser, the result can only be decrypted with the correct login credentials.

When using the f4 software, the result can also only be decrypted on the computer from which the data was uploaded.

4. Deletion

As soon as the server receives notification that the text file has been successfully downloaded, the file is permanently deleted from the server.

Uploaded audio files are deleted immediately after the text file has been successfully created.

Should an error occur during upload or processing, e.g. due to an unrecognised file format or a connection failure, the (possibly incomplete) audio file is immediately deleted from the server.

If a result has not been collected after 14 days, you will receive a notification by email. If this notification remains unanswered, you will receive a further reminder after 7 days. Should the 7-day collection period specified therein expire, the order data will be deleted and the customer will be informed of this by email.

VI. Processing of requests for AI services

In addition to automated transcription, the person responsible for audio transcription may instruct the f4 software to optionally provide AI-supported interpretation of text data. These AI services are activated by a separate, explicit instruction from the person responsible within the software. Without this instruction, no data processing via AI analysis dialogues takes place.

1. Purpose of processing

The purpose of the optional AI services is exclusively to provide intellectual support to the responsible person in their own qualitative and interpretative analysis of text data. The AI is not used here as an entity for generating results or facts, but as a methodological tool intended to stimulate and enrich the human thought and interpretation process.

Essentially, the AI does not provide ready-made analyses, but merely offers suggestions for interpretation, inspiring ideas and reflective questions. It serves as a 'sparring partner' that helps users to question their own interpretations, discover new perspectives and increase the depth of their analysis.

The application specifically supports scientific methods such as:

- **'Hybrid Interpretation':** Here**,** the dialogue with the AI simulates an interpretative discussion group. The texts generated by the AI serve as alternative readings and hypotheses, which the user critically examines, rejects or integrates into their own analysis.
- **"Serendipity Prompting":** Here, the AI's ability to establish unexpected and creative cross-connections is utilised. The aim is to guide the user, through surprising questions or associations, towards new, insight-promoting leads within the data that would have remained hidden through a linear approach.

The authority over the interpretation of content, methodological control and the final analytical output remain entirely and unrestrictedly with the person in charge at all times. The AI is merely a tool for inspiration and reflection.

2. Categories of personal data and data subjects

Only those text excerpts that are actively and deliberately selected and transmitted by the data controller for a query to the AI are processed. These may be quotations, text passages or entire sections from transcripts.

The processing of special categories of personal data within the meaning of Article 9 of the GDPR is excluded from the AI services. The sub-processors used (GWDG and STACKIT) contractually exclude the processing of such data. It is the responsibility of the data controller to check, prior to each transmission, whether the selected text excerpts contain such data, and to consider and implement appropriate measures to protect the data subjects. audiotranskription recommends that, as a matter of principle, appropriate protective measures be taken for the transmitted text data prior to using the AI services.

Data subjects are generally the persons mentioned or speaking in the texts (e.g. interviewees, study participants).

3. Workflow and nature of processing

The process is designed as ephemeral processing:

a) **Data selection and transmission:** The data controller selects a text excerpt in their local software and formulates a request (a "prompt"). Only upon active submission are the selected

text and the prompt forwarded via a TLS-encrypted connection (at least TLS 1.2) through the audiotranskription relay server to the commissioned sub-processor (LLM provider). The data is available to the sub-processor in plain text for processing, as this is technically necessary for processing by the language model. The data controller is responsible for checking, prior to transmission, whether the data may be used for this purpose.

b) **Processing by the sub-processor:** The sub-processor processes the transmitted data exclusively for the purpose of generating a response to the specific enquiry. The data is NOT used for training, fine-tuning, reinforcement learning from human feedback (RLHF), evaluation or any other form of optimisation of the language model or other models of the sub-processor. The data is not stored beyond the duration of the technical processing of the enquiry.

c) **Receipt and deletion:** The response generated by the AI is sent back to the responsible person's software and displayed there. Once the enquiry has been completed and the response successfully transmitted, the transmitted text data and the prompt are immediately and irrevocably deleted from the sub-processor's systems. No order data remains with audiotranskription or its sub-processors. The entire dialogue is stored exclusively locally by the data controller.

d) **Transparency:** The language models and prompts used in each instance can be viewed transparently by the data controller at any time via the software's export function.

4. Duration of processing

The duration of storage of the order data on the sub-processor's systems is limited to the minimum technically necessary for processing the respective individual enquiry and usually amounts to only a few seconds. No storage takes place beyond this period.

5. Client separation and isolation

Each AI request is executed in an isolated processing context. There is no shared state between the requests of different users. The sub-processor ensures that no data from one request can be incorporated into the processing of another request.

6. Logging

The audiotranskription relay server logs only technical metadata required for operation and billing (timestamps, pseudonymised user ID, number of tokens processed, error codes). No content from prompts or responses is logged. This log data is automatically deleted after 90 days.

The sub-processor is contractually obliged not to keep any logs of the content of requests or responses. Only technical operational logs (e.g. error codes, response times) that do not allow any conclusions to be drawn about the content of the processing are permitted.

7. Change of model

audiotranskription reserves the right to change or update the speech model used at any time (e.g. model changes, version updates). The obligations under this contract apply equally to

every model used. The models currently in use can be viewed transparently by the responsible person via the software's export function (see Main Contract, Clause 4). A change of the provider of the AI infrastructure (sub-processor) shall only take place with at least 14 days' prior notice by email or via the software. The responsible person has the right to object to the change of provider within this period. In the event of a timely objection, the responsible person may deactivate the AI services with immediate effect.

8. Data subjects' rights in relation to AI services

As no order data is stored with the sub-processor or at audiotranskription once an AI request has been completed, data subjects' rights (in particular the rights to access, erasure and rectification pursuant to Articles 15--22 of the GDPR) are directed exclusively to the data controller, who has stored the complete dialogue locally. This data minimisation through ephemeral processing serves to protect data subjects. Upon request, audiotranskription assists the controller in fulfilling data subjects' rights within the scope of the information available to it.

9. Reference to Data Protection Impact Assessment (DPIA)

The processing of qualitative research data using AI services may require a data protection impact assessment in accordance with Article 35 of the GDPR, in particular where special categories of personal data (Article 9 of the GDPR) or data relating to vulnerable groups are involved. The obligation to carry out a DPIA rests with the controller. audiotranskription shall assist the controller in this regard in accordance with Article 28(3)(f) of the GDPR, in particular by providing the information contained in this contract and the annexes regarding the processing operations and the technical and organisational measures.

VII. Duration of data storage and data erasure

With regard to the duration of data storage and data erasure, a distinction must be made as follows:

Contract data is initially stored permanently on the speech recognition server for the purposes of authentication and order monitoring. Contract data is deleted when the account is deleted, provided that no contractual and/or statutory retention periods prevent such deletion.

Transcription order data, i.e. the audio files and the corresponding text files, are stored for the duration of processing until you download them or until the agreed deletion period expires, and are then automatically deleted.

Order data relating to AI services (text excerpts, prompts, generated responses) is stored exclusively for the duration of the technical processing of the individual request and is subsequently deleted immediately (see Section VI, point 4).

Supplementary information relating to the order data, such as file size and upload date, is stored to enable the processing and billing of individual orders and to document these. This data is stored for as long as the account is active to ensure traceability for you and to document any potential claims. The data is deleted when the account is deleted.

Order data relating to the purchase of time allowances (e.g. name, address, email address, telephone number (optional), date of order and number of items ordered) is uploaded to the webshop server and to our in-house server in Marburg for billing and accounting purposes and stored in accordance with statutory retention periods.

Detailed information on the specific data, processing purposes and retention periods is provided in the privacy policy.

VIII. Data processing infrastructure

The data processing infrastructure used is divided into five physically independent areas. These are as follows:

1. Speech recognition server

The "speech recognition server" contains the speech recognition algorithm and manages order processing and user administration. Order data is temporarily stored here during processing. This data is processed on a dedicated root server operated by Hetzner Online GmbH in Nuremberg or Falkenstein.

The data centre is DIN-ISO/IEC 27001 certified (German Accreditation Body D-ZM-18855-01-00, certificate number ZN-2016-04). A data processing agreement was concluded on 29 October 2018.

2. Relay Server

A server checks whether there is sufficient quota available for the request and forwards requests for automatic transcription to the speech recognition server or, for AI services, to the sub-processor. The relay server merely forwards the data; no order data is stored permanently. Only technical metadata is logged in accordance with Section VI, point

6. This forwarding takes place on a dedicated root server of Hetzner Online GmbH in Nuremberg or Falkenstein.

The data centre is DIN-ISO/IEC 27001 certified (German Accreditation Body D-ZM-18855-01-00, certificate number ZN-2016-04). A data processing agreement was concluded on 4 September 2025.

3. AI processing server

A language model (Large Language Model, LLM) is operated for the processing of AI queries, at audiotranskription's choice, on servers belonging to the Gesellschaft für wissenschaftliche Datenverarbeitung mbH Göttingen (GWDG) or to STACKIT GmbH & Co. KG (STACKIT). Both providers are used as equivalent sub-processors; which provider processes a specific enquiry depends on the respective configuration and availability. In both cases the server location is exclusively in the EU; no data is transferred to third countries.

The GWDG is a joint institution of the Georg-August-Universität Göttingen and the Max Planck Society and operates the AI infrastructure as a university computer centre. A data processing

agreement with GWDG was concluded on 3 June 2025. GWDG operates the language models on its own hardware in its data centres in Göttingen.

STACKIT is a cloud service provider of the Schwarz Group based in Neckarsulm and operates the AI infrastructure in data centres located in the EU. A data processing agreement with STACKIT was concluded on 10 June 2026.

4. Webshop

The web shop for purchasing time allowances runs on a server operated by RaidBoxes GmbH. The address details you provide and the items purchased are stored here. A data processing agreement was concluded on 16 March 2026.

4a. Email services

Email communication (e.g. confirmations, correspondence) runs via a server operated by ALL-INKL.COM Neue Medien Münnich, with server locations in Dresden and Friedersdorf. Email correspondence is stored here. A data processing agreement was concluded on 25 May 2018.

This system stores only data relating to the purchase process and has no access to personal data (audio files, transcripts or AI queries) within the scope of this agreement.

5. Internal order processing

For invoicing and accounting purposes, customer data is stored on our own servers at the business premises of dr. dresing & pehl GmbH in Marburg and archived in accordance with statutory retention periods. Access to the data is regulated in particular by an access policy (password, restrictive rights allocation, etc.).

This system stores only data relating to purchase processing and financial accounting and has no access to personal data (audio files, transcripts or AI queries) within the scope of this agreement.

6. Payment processing

We do not store data relating to credit card payments or direct debit orders. The processing of these payment methods is forwarded directly to the payment service provider Adyen N.V. German Branch in Berlin via so-called iframes.

Payments via PayPal are made by you directly on the PayPal payment page (for European customers: PayPal (Europe) S.à r.l. et Cie, S.C.A., in Luxembourg).

These systems store only data relating to payment processing and have no access to personal data (audio files, transcripts or AI queries) within the scope of this agreement.

Annex III: Technical and organisational measures

The following measures ensure the protection of order data.

I. Confidentiality

Access control to the business premises of dr. dresing & pehl GmbH (hereinafter "we")

- Access is secured by a manual locking system.
- Access to the premises for non-staff members (e.g. visitors) is restricted or only permitted when accompanied by employees of dr. dresing & pehl GmbH. Keys are issued on a restricted basis and this is documented.

Access control to production systems

- Access to production systems containing sensitive data is password-protected; access is restricted to staff with the appropriate security clearance. Passwords used must comply with the password policy. Access to external production systems is granted exclusively via a secure connection.

Access control

- Through regular security updates (in line with the latest state of the art), we ensure that unauthorised access is prevented.
- Data is transmitted from the client to the server exclusively in encrypted form. The finished transcripts are encrypted immediately upon completion. This means that employees of dr. dresing & pehl GmbH cannot access order data on a regular basis.
- Employees of audiotranskription have no access to stored order data.
- The user is responsible for the security and updates of the client software used.

Data storage media control

- Data storage media used internally are securely deleted or physically destroyed in accordance with a deletion policy.
- It is ensured that server hosts have a suitable policy for the deletion/destruction of hard drives that are no longer in use.

Separation control

- In audiotranskription's internal management system, billing data (invoice/order processing, etc.) is stored physically and logically separate from order data. Data backups are also performed on logically and/or physically separate systems.
- For the online speech recognition service, order data is stored physically or logically separate from other data. Data backups are performed on logically and/or physically separate systems.

Pseudonymisation

- The user is responsible for pseudonymising sensitive information within the file prior to uploading the data.

II. Integrity (Art. 32(1)(b) GDPR)

Control of disclosure

- All our employees have been instructed in accordance with Article 32(4) of the GDPR and are obliged to ensure that personal data is handled in compliance with data protection regulations.
- Data is automatically deleted once the order has been processed.
- Encrypted data transmission is provided to the extent specified in the service description of the main contract.

Input control

- The data is entered or recorded by the user themselves.
- All changes to the data on the server are automatically logged.

III. Availability and resilience (Art. 32(1)(b) GDPR)

Availability control for the internal administration system of audiotranskription

- A backup and recovery plan is in place, with daily backups of all relevant data.
- Expert use of security software (virus scanners, firewalls, encryption programmes, spam filters) to protect the server against unauthorised access.
- Hard drive mirroring of all relevant servers.
- Monitoring of the status of all relevant computers.

Availability monitoring for the online speech recognition service

- Use of the host's high-security technology.
- Ensuring that the host has suitable concepts and measures in place for: the use of an uninterruptible power supply, emergency power generator, and permanently active DDoS protection. Use of a software firewall and port restrictions, backup and recovery concept with daily data backups. Use of hard drive mirroring mechanisms.
- Monitoring of all relevant servers.

Rapid recovery (Art. 32(1)(c) GDPR)

- Direct communication channels (messenger services) are in place for all internal systems to notify the relevant staff in the event of a fault, so that the system can be restored as quickly as possible.

IV. Procedures for regular review, assessment and evaluation (Art. 32(1)(d) GDPR; Art. 25(1) GDPR)

A system is in place for the regular review, assessment and evaluation of all measures taken.

Supervision of processing

Our employees receive regular training in data protection law and are familiar with the procedural instructions and user guidelines for data processing on behalf of others, including with regard to the right to issue instructions held by the controller and the person authorised to issue instructions.

V. Additional technical and organisational measures for AI services

In addition to the above measures, the following additional safeguards apply to AI services:

Encryption of communication

- Communication between the data controller's software and the relay server, as well as between the relay server and the AI processing server (GWDG or STACKIT), takes place exclusively via TLS-encrypted connections (at least TLS 1.2).
- The data is necessarily stored in plain text at the sub-processor used in the respective case (GWDG or STACKIT) during processing by the language model. This is technically necessary for processing by the language model.

API authentication and access control

- Access to the sub-processor's AI interface is granted exclusively via authenticated API keys managed by audiotranskription.
- The API keys are rotated regularly and are accessible only to authorised personnel at audiotranskription.
- The sub-processor grants access to the AI infrastructure only to authorised personnel.
- Administrative access to the AI infrastructure is logged.

Client isolation

- Each AI request is executed in an isolated processing context (no shared state, no shared memory between requests from different users).
- It is ensured that the language model has no access to data from previous or concurrent requests from other users.

Logging restrictions

- Only technical metadata is logged on the relay server (timestamps, pseudonymised user ID, token count, error codes). Prompt content and generated responses are not logged.

- Log data is automatically deleted after 90 days.
- The sub-processor is contractually obliged not to keep any logs containing content.

Deletion and data minimisation

- Order data is deleted immediately and irrevocably by the sub-processor upon completion of the individual enquiry. There is no persistent storage on hard drives or other permanent storage media.
- Only the data required for the specific enquiry is transmitted (data minimisation in accordance with Article 5(1)(c) of the GDPR).
- The sub-processor shall provide proof of deletion at the request of the controller.

Prohibition on training

- The data transmitted shall not be used by the sub-processor for training, fine-tuning, reinforcement learning from human feedback (RLHF), evaluation or any other form of model optimisation. This is contractually agreed with the sub-processor.

Annex IV: List of sub-processors

Sub-processor	Contact details	Subject matter of the processing
Hetzner Online GmbH	Industriestraße 25, 91710 Gunzenhausen, info(at)hetzner.com	Data hosting (speech recognition server and relay server), DIN-ISO/IEC 27001 certified
Gesellschaft für wissenschaftliche Datenverarbeitung mbH Göttingen (GWDG)	Burckhardtweg 4, 37077 Göttingen, gwdg@gwdg.de	Hosting and operation of language models (LLMs) for the AI services on its own hardware in Göttingen. Joint institution of the Georg-August University of Göttingen and the Max Planck Society. Server location: Germany. Data processing agreement concluded on 3 June 2025.
STACKIT GmbH & Co. KG (STACKIT)	Stiftsbergstraße 1, 74172 Neckarsulm, hello@stackit.cloud	Hosting and operation of language models (LLMs) for the AI services. Cloud service provider of the Schwarz Group. Equivalent alternative to the GWDG. Server location: Germany and Austria. Data processing agreement concluded on 10 June 2026.
RaidBoxes GmbH	Hafenstraße 32, 48153 Münster, info(at)raidboxes.de	Hosting of the web shop for the purchase of time contingent (for transcription). No processing of order data (audio, transcripts, AI queries). Data processing agreement concluded on 16 March 2026.
ALL-INKL.COM Neue	Hauptstraße 68, 02742	Email services (confirmations,

Sub-processor	Contact details	Subject matter of the processing
Medien Münnich	Friedersdorf, info(at)all-inkl.com	correspondence). Server locations: Dresden and Friedersdorf. Data processing agreement concluded on 25 May 2018.

Annex V: Main Contract

Contract for the use of the AI services of audiotranskription

hereinafter referred to as the "Usage Agreement".

The contract is concluded between the user and:

audiotranskription -- dr. dresing & pehl GmbH\
Deutschhausstraße 22a\
35037 Marburg\
Germany\
Managing Directors: Dr Thorsten Dresing and Thorsten Pehl\
Marburg Local Court HRB 5171\
Telephone: +49 6421 590979-0\
Email: info@audiotranskription.de

Hereinafter referred to as "audiotranskription"

1. Subject matter of the contract

1.1. The subject of this contract is the provision of the following AI-supported services within the f4 software by audiotranskription:

a) **Automatic transcription** (hereinafter: "transcription"): The automatic conversion of audio data into a text file by means of an AI-supported speech recognition model. The supported languages are German and English; any further languages can be found in the product description (audiotranskription.de/spracherkennung).

b) **AI-supported analysis services** (hereinafter: "AI Services"): The transmission of text data to a language model (Large Language Model,
LLM) in order to obtain AI-generated interpretative suggestions, descriptions and methodologically reflective insights. The AI Services are provided using the infrastructure of the Gesellschaft für wissenschaftliche Datenverarbeitung mbH Göttingen (GWDG) or of STACKIT GmbH & Co. KG (STACKIT). Both providers are used as equivalent sub-processors; in both cases, processing takes place exclusively on servers located in Germany.

1.2. Both services utilise AI technology but differ in the nature and scope of the processing: transcription converts audio data into text by means of an AI-supported speech recognition model, whereas the AI Services transmit text data selected by the user to a language model (LLM) for the generation of interpretative suggestions.

1.3. Transcription and the AI Services may be used independently of one another or in combination. The AI Services are an optional additional service. The user decides independently and actively which service is to be used. There is no automatic transfer of data between the services --- in particular, audio data is not automatically transmitted to the language model (LLM), nor is text data automatically transmitted to the speech recognition system.

1.4. The functionality of the transcription is described in Clause 3. The functionality of the AI Services is described in Clause 4.

1.5. In order to use the services, in addition to acceptance of these contractual terms, the conclusion of a data processing agreement is generally required as part of the user's registration. It is the user's own responsibility to assess whether the conclusion of a data processing agreement is necessary. The basic requirements for the processing of personal data are described in the data processing agreement and in the privacy policy on the website (https://www.audiotranskription.de/Datenschutz). The user may make individual additions, e.g. regarding the types of personal data.

1.6. It is the user's responsibility to point out the need for an additional non-disclosure agreement. Where this is necessary for the user's activities, audiotranskription will provide an additional confidentiality agreement in accordance with Section 203 of the German Criminal Code (StGB).

1.7. In order to use the services within the f4 software, the user must have created a personal account.

1.8. For transcription, quotas of **time units** may be credited to the account set up by the user. The time units must be purchased separately in advance by the user via the web shop (https://www.audiotranskription.de/shop/). The purchase of the time units required for transcription is subject solely to the contractual terms of the web shop. Transcription is commissioned by way of individual projects in accordance with Clause 5 and is billed in time units.

1.9. The use of the AI Services is included in the licence for the f4 software. A separate purchase of quotas is not required. The AI Services are used by way of individual enquiries in accordance with Clause 6. The use of the AI Services is subject to a fair use policy: in order to prevent server overload and to ensure equal access for all users, the software limits the number of enquiries within a given period. Once the enquiry limit has been reached, usage is temporarily paused; once the pause has ended, further enquiries may be made.

1.10. The AI Services are activated by the user within the f4 software by logging in with an f4 account. Without this activation, no processing of data by the AI Services takes place.

1.11. Access to the Internet is not covered by this contract. The user bears sole responsibility for the functionality of the Internet access, including the transmission paths of the computer used.

1.12. The conditions for transcription are set out in Clause 9. The use of the AI Services is included in the software licence and is subject to the fair use policy in accordance with Clause 1.9.

1.13. The rights and obligations of the parties arise solely from the provisions of this contract and any additional data processing agreement concluded, as well as the obligation to maintain confidentiality in accordance with Section 203 StGB. General terms and conditions of the user shall not become part of the contract, even if audiotranskription does not expressly object to them. In the event of any conflict between the provisions of this contract and the provisions of the data processing agreement and/or the obligation of confidentiality pursuant to Section 203 StGB, the provisions of the latter two documents shall take precedence within their scope of application.

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2. Amendments to the contractual provisions

2.1. audiotranskription reserves the right to amend these contractual provisions, in particular as a result of further developments in the services, even within an existing contractual relationship.

2.2. The user shall be informed of any planned changes to the contractual provisions by email at least 6 weeks before the changes come into effect. In this email, the changes to the previous contractual provisions will be identified and, where necessary, explained in addition.

2.3. The user may object to the changes to the contractual provisions within 6 weeks of receipt of the aforementioned email. If the user does not object to the changes, or does not do so in good time, their consent to the amended contractual provisions shall be deemed to have been granted and the changes shall be deemed to have been effectively agreed. The user will be informed of this legal consequence separately in connection with the planned changes.

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3. Functionality of the transcription

3.1. The transcription converts audio files into writing by means of an AI-supported speech recognition model. The speech recognition is trained for standard High German. Further training, languages and specialisations can be found in the product description (audiotranskription.de/spracherkennung).

3.2. According to the tests carried out by audiotranskription and the resulting evaluation, automated transcription can be recommended for individual interviews with good recording quality. In some settings, however, manual transcription may be faster. Details of the aforementioned speech recognition test results can be found on the audiotranskription website at https://www.audiotranskription.de/spracherkennung.

3.3. An installed trial version, demo version, a browser client or a licensed version of f4, from version 2024 onwards, is required in order to use the transcription. A licence for the f4 software is not part of this contract and must be purchased separately. An Internet connection is required to use the transcription in order to upload media files and download the text files.

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4. Functionality of the AI Services

4.1. The AI Services enable the user, within the f4 software, to transmit selected text excerpts (e.g. from transcripts, field notes or coded passages) together with a question or instruction (a "prompt") to a language model (LLM) and to receive an AI-generated response in return.

4.2. The AI Services are designed as a methodological tool to support the qualitative and interpretative analysis of text data. They do not provide ready-made analyses, but rather interpretative suggestions, inspiring ideas and reflective questions. The AI serves as a "sparring partner" that helps users to question their own interpretations, discover new perspectives and increase the depth of their analysis.

4.3. The AI Services specifically support scientific methods such as:

- **"Hybrid Interpretation":** Here, the dialogue with the AI simulates an interpretative discussion group. The texts generated by the AI serve as alternative readings and hypotheses, which the user critically examines, rejects or integrates into their own analysis.
- **"Serendipity Prompting":** Here, the AI's ability to establish unexpected and creative cross-connections is utilised. The aim is to guide the user, through surprising questions or associations, towards new, insight-promoting leads within the data material that would have remained hidden through a linear approach.

4.4. The authority over the interpretation of content, the methodological control and the final analytical output remain entirely and unrestrictedly with the user at all times. The AI is merely a tool for inspiration and reflection.

4.5. The AI Services use a language model operated, at audiotranskription's choice, on servers belonging to the GWDG (Gesellschaft für wissenschaftliche Datenverarbeitung mbH Göttingen) or to STACKIT GmbH & Co. KG (STACKIT). The GWDG is a joint institution of the Georg-August University of Göttingen and the Max Planck Society. STACKIT is a cloud service provider of the Schwarz Group based in Neckarsulm. Both providers are used as equivalent sub-processors; which provider processes a specific enquiry depends on the respective configuration and availability. In both cases, processing takes place exclusively on servers located in the EU.

4.6. Processing within the scope of the AI Services is designed to be transient: the transmitted text data is deleted immediately after the response has been generated. No order data remains with audiotranskription or its sub-processors.

4.7. audiotranskription reserves the right to change or update the language model used at any time (e.g. model changes, version updates). The models used in each instance, as well as the prompts employed, can be viewed transparently by the user via the software's export function.

4.8. A change of the provider of the AI infrastructure (sub-processor) shall only take place with at least 14 days' prior notice by email or via the software. The user has the right to object to the change of provider within this period. In the event of a timely objection, the user may deactivate the AI Services with immediate effect.

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5. Commissioning of an individual project for transcription

5.1. For a transcription, the user uploads audio data using the software via a TLS-encrypted connection through the relay server of audiotranskription to the speech recognition server. The transcription supports the following file formats for the audio data: mp3, m4a, wav, aiff. Further formats may be added according to the state of the art.

5.2. The output of the transcription result, the text file, is provided in rtf format. Further formats may be added according to the state of the art.

5.3. When an audio file is uploaded to the server, audiotranskription automatically checks, on the basis of the size of the file, whether sufficient time quotas are stored in the account. If no or insufficient time quotas are stored, transcription is not possible and the software displays a corresponding error message. Provided that sufficient time quotas are stored, the transcription is carried out and the service rendered is billed via the stored quotas in accordance with Clause 9. The user can download the transcribed text file via the user interface and save it locally on their device.

5.4. audiotranskription shall commence the transcription, where the user is a consumer within the meaning of Section 13 of the German Civil Code (BGB), as soon as the user has expressly consented to the commencement of the provision of services before the end of the withdrawal period. By giving their consent, the user must at the same time expressly confirm that they are aware that, upon commencement of the provision of services by audiotranskription, they lose their right of withdrawal with regard to the specific individual project, the transcription contract and all further or subsequent individual projects based on this contract.

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6. Use of the AI Services (individual enquiries)

6.1. For an individual enquiry, the user selects a text excerpt in the f4 software and actively submits it. The data is forwarded via a TLS-encrypted connection through the relay server of audiotranskription to the sub-processor used in the respective case (GWDG or STACKIT).

6.2. The sub-processor processes the transmitted data exclusively for the purpose of generating a response to the specific enquiry.

6.3. The generated response is sent back to the user's software and displayed there. The entire dialogue is stored exclusively locally by the user.

6.4. With each enquiry, the software automatically checks whether the user is authorised to use the AI Services and whether the enquiry limit under the fair use policy (see Clause 1.9) has not yet been reached. Without valid authorisation, or once the enquiry limit has been reached, a corresponding message is displayed and the enquiry is not processed.

6.5. The user can export the AI dialogue at any time and save it locally. The user is solely responsible for the retention and protection of the locally stored dialogue data.

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7. Obligations of the user

7.1. The user must independently assess whether the conclusion of a data processing agreement is required (see Clause 1.5) and/or an additional confidentiality agreement pursuant to Section 203 StGB is to be concluded (see Clause 1.6).

7.2. The user undertakes not to upload, or transmit to the AI Services, any unlawful content that violates the law, official regulations or the rights of third parties.

7.3. The user must protect the access data to the account and all confidential information from access by unauthorised third parties. Should third parties nevertheless have gained unauthorised access, or at least should the possibility of this exist, the user shall inform audiotranskription without delay.

7.4. **Transcription:** The selection of suitable audio data for transcription is the sole responsibility of the user. Dialects, background noises, changing speakers, poor recording quality and other background noises regularly have a negative effect on recognition accuracy and therefore on the transcription result. The more of the aforementioned aspects appear in the audio file, the worse the transcription result. As a rule, unsuitable audio files lead to words, sentences and/or passages that have not been transcribed or have been transcribed incorrectly. In individual cases, the entire transcription result may even be unusable. Where the recording is not available in an explicitly supported language, error-free transcription is altogether impossible. Where the transcription result is based on an inadequate selection of suitable audio data, this shall have no effect on audiotranskription's claim to full remuneration, regardless of the result of the transcription.

7.5. **AI Services:** The selection of the text data to be transmitted to the AI Services is the sole responsibility of the user. The processing of special categories of personal data within the meaning of Article 9 of the GDPR (e.g. health data, political opinions, religious beliefs) is excluded from the AI Services. The user is obliged to ensure, prior to each transmission, that no such data is contained therein, and to consider and implement appropriate measures to protect the data subjects.

7.6. **AI Services:** The user acknowledges that the AI Services are based on language models which may, in principle, generate incorrect, incomplete, outdated or misleading responses (so-

called "hallucinations"). The responses of the AI do not constitute scientifically validated results, statements of fact or legal advice. It is the user's responsibility to critically examine and verify all AI-generated content and to decide, on their own responsibility, on its use.

7.7. The user shall use a state-of-the-art virus protection programme and, in particular, check the audio data for viruses before sending it, as well as ensure that the f4 software used is kept up to date.

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8. Scope of services

Transcription:

8.1. audiotranskription endeavours to provide the transcription service 24 hours a day. Nevertheless, outages are possible, in particular due to maintenance work.

8.2. Provided that the user makes the audio file available in a suitable file format in accordance with Clause 5.1, audiotranskription will transcribe the audio file into a text file fully automatically using the AI-supported speech recognition model. The data transfer takes place --- as with the AI Services --- via a TLS-encrypted connection through the relay server of audiotranskription.

8.3. Within the scope of the fully automated transcription, audiotranskription has no knowledge of the content of the audio file provided. In this respect, audiotranskription will in particular: not check the suitability (see Clause 7.4) of the audio file provided by the user, not carry out any quality assurance in connection with the transcription, and not take into account any individual specifications of the user.

8.4. Since the speech recognition, as described in Clause 3, does not function without error, and the transcription result also depends on the suitability of the audio file (see Clause 7.4), the quality of the transcription result may vary depending on the individual case. Accordingly, it must be assumed that the transcription result is, as a rule, not free of errors. In this respect, audiotranskription does not guarantee that the transcription result is free of errors, but only that the speech recognition has the functionalities described in Clause 3. Any correction of errors or correction of the transcription result is therefore the sole responsibility of the user.

8.5. Individual post-editing or error correction of transcription results by audiotranskription is not owed.

AI Services:

8.6. audiotranskription endeavours to provide the AI Services 24 hours a day. Nevertheless, outages are possible, in particular due to maintenance work, updates to the language model or unavailability of the sub-processor's infrastructure.

8.7. audiotranskription transmits the enquiries submitted by the user to the language model fully automatically and returns the generated response to the user's software.

8.8. Within the scope of the fully automated processing, audiotranskription has no knowledge of the content of the transmitted text data or of the generated responses. In this respect, audiotranskription will in particular: not check the substantive suitability of the transmitted text data, not carry out any quality assurance in connection with the AI-generated responses, and not take into account any individual specifications of the user.

8.9. Since language models do not, in principle, operate without error, and the quality of the responses depends on numerous factors (including the wording of the prompt, the quality and scope of the transmitted text data, and the current model version), the quality of the AI-generated responses may vary considerably depending on the individual case. audiotranskription does not guarantee the substantive correctness, completeness or scientific validity of the AI-generated responses. The responses expressly do not constitute finished research results, but serve to stimulate and reflect.

8.10. Individual adaptation, post-editing or correction of AI-generated responses by audiotranskription is not owed.

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9. Remuneration and payment

Transcription: For each transcription, audiotranskription shall receive remuneration in the form of time quotas subject to the following conditions: time quotas can be purchased by the hour. For one hour of interview, EUR 19.99 incl. VAT is charged. Volume discounts and discounts for special groups of people (e.g. students) are possible. Billing is per minute or part thereof. Test versions that are marked as such may, within the scope of their technical possibilities and restrictions, also be used free of charge where applicable.

AI Services: The use of the AI Services is included in the licence for the f4 software and is not remunerated separately. Use is subject to the fair use policy in accordance with Clause 1.9.

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10. Rights to the results

10.1. **Transcription:** audiotranskription grants the user an exclusive right of use, unlimited in time, space and content, to the transcription results obtained under this contract and in connection with the respective individual projects.

10.2. **AI Services:** The user may use, edit and publish the responses and texts generated within the scope of the AI Services without restriction for their own purposes.

10.3. audiotranskription does not assert any rights to the data transmitted by the user (audio data, text data, prompts) or to the results generated (transcripts, AI-generated responses). The transmitted data remains the sole property of the user.

10.4. The user acknowledges that, under the current legal situation, AI-generated texts generally do not enjoy copyright protection, as they are not regarded as a personal intellectual

creation within the meaning of Section 2 of the German Copyright Act (UrhG). The question of eligibility for protection must be assessed on a case-by-case basis.

10.5. Where the user uses AI-generated content in scientific publications or other publications, it is their responsibility to comply with the applicable citation and disclosure rules of the respective professional community, journal or institution, and to transparently indicate the AI support.

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11. Data protection / costs for cooperation services in connection with the data processing agreement

11.1. The parties undertake to comply with the relevant statutory provisions on the handling of personal data, in particular the German Federal Data Protection Act (BDSG) and the EU General Data Protection Regulation (GDPR).

11.2. In order to enable the processing of personal data within the scope of the services, the conclusion of a data processing agreement is generally required. This can be concluded as part of the registration process or subsequently in the customer area and can be viewed at audiotranskription.de/AVV.

11.3. The user is advised that the use of the services --- in particular the AI-supported analysis services --- for qualitative research data may require a data protection impact assessment (DPIA) in accordance with Article 35 of the GDPR. The obligation to assess and, where applicable, carry out a DPIA rests with the user. Upon request, audiotranskription shall provide the information required for this purpose regarding the nature of the processing, the technical and organisational measures and the sub-processors used.

11.4. Where individual instructions go beyond the provisions of this contract and/or the data processing agreement and require additional work on the part of audiotranskription, these shall require the prior consent of audiotranskription and shall be remunerated separately in accordance with the price list valid at the relevant time.

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12. Liability

12.1. Unless otherwise agreed in this contract, the parties shall be liable in accordance with the statutory provisions.

12.2. **Transcription:** audiotranskription does not guarantee that the transcription result is free of errors (see Clause 8.4).

12.3. **AI Services:** audiotranskription is not liable for the substantive correctness, completeness or suitability of the AI-generated responses. The use of the AI-generated content is at the user's own responsibility.

12.4. **AI Services:** audiotranskription is not liable for damages arising from the user using AI-generated responses, without their own examination, as statements of fact, scientific results or a basis for decisions.

12.5. **AI Services:** audiotranskription is not liable for the temporary unavailability of the AI Services, insofar as this is due to circumstances outside the control of audiotranskription, in particular disruptions to the sub-processor's infrastructure.

12.6. In the event of any claim by a third party, the user is obliged to provide audiotranskription, free of charge and without delay, with all information available to them concerning the matter in question.

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13. Confidentiality

13.1. The parties undertake to maintain confidentiality regarding confidential information. "Confidential information" is in particular trade secrets within the meaning of Section 2 No. 1 GeschGehG, as well as all information and documents of the other party that are marked as confidential or are to be regarded as confidential on the basis of the circumstances, in particular interview data, transmitted text data, prompts, AI-generated responses, operational processes and other know-how.

13.2. Exempt from this obligation is such confidential information as was demonstrably known to the parties at the time the contract was concluded or subsequently becomes known to them from a third party, without thereby violating a confidentiality agreement, statutory provisions or official orders; was publicly known at the time the contract was concluded or is subsequently made public, unless this is due to a breach of this contract; or which must be disclosed on the basis of statutory obligations or by order of a court or authority. As far as permissible or possible, the parties shall inform each other in advance and give each other the opportunity to take action against the disclosure.

13.3. The parties shall only grant access to confidential information to advisers who are subject to professional secrecy or who have previously been subject to obligations corresponding to the confidentiality obligations of this contract.

13.4. Taking into account the state of the art and --- insofar as personal data is concerned --- specifically in accordance with Article 32 of the GDPR, the parties shall take appropriate technical and organisational measures to protect confidential information and personal data, and shall implement a procedure for the regular review, assessment and evaluation of the effectiveness of the technical and organisational measures to ensure the security of the processing.

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14. Duration of contract / termination

14.1. The contractual relationship ends with the termination of the customer account. The customer account can be terminated with a notice period of two weeks, whereby the following conditions apply in the event of termination:

14.2. If the user terminates the contract even though time quotas (transcription) are still stored in the relevant account, the quotas shall expire at the end of the contract term. audiotranskription shall not pay any compensation for this.

14.3. audiotranskription may, except in the case of an extraordinary reason for termination, terminate the contract with two weeks' notice if, at the time of termination, no quotas are stored in the relevant account. Where quotas are stored in the account, audiotranskription may, subject to the notice period set out in Clause 14.1, however terminate the contractual relationship at the (next possible) point in time at which the quota stored at the time of the notice of termination has been used up.

14.4. The AI Services may be terminated by the user at any time by deactivation within the f4 software, without this affecting the contractual relationship in other respects. The deactivation takes effect immediately; from that point onwards, no further AI enquiries are processed.

14.5. audiotranskription may discontinue or substantially change the AI Services with four weeks' notice to the end of the month, in particular where the providers used as sub-processors (GWDG or STACKIT) cease to provide the infrastructure or where the legal framework no longer permits continuation.

14.6. The right to extraordinary termination for good cause remains unaffected for both parties.

14.7. To be effective, a notice of termination must be given in text form. The user's notice of termination must be addressed to info@audiotranskription.de.

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15. Right of withdrawal

15.1. Where the user is a "consumer" within the meaning of Section 13 BGB, they have, taking into account the provisions of Clause 5.4, the right to withdraw from this contract within fourteen days without giving any reason.

15.2. The withdrawal period is fourteen days from the date of conclusion of the contract.

15.3. In order to exercise the right of withdrawal, the user must inform audiotranskription (audiotranskription -- dr. dresing & pehl GmbH, Deutschhausstr. 22a, 35037 Marburg, Germany, Fax: +49 6421 590979-20, Email: info@audiotranskription.de) of their decision to withdraw from this contract by means of a clear statement (e.g. a letter sent by post, fax or email). For this purpose, they may use the attached model withdrawal form, although this is not mandatory.

15.4. In order to comply with the withdrawal period, it is sufficient for the user to send the notification of the exercise of the right of withdrawal before the expiry of the withdrawal period.

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16. Consequences of withdrawal

16.1. If the user withdraws from this contract, audiotranskription shall reimburse the user for all payments that audiotranskription has received from them, including delivery costs (with the exception of the additional costs resulting from the user having chosen a type of delivery other than the cheapest standard delivery offered by audiotranskription), without delay and at the latest within fourteen days of the day on which the notification of the withdrawal from this contract is received by audiotranskription. For this reimbursement, audiotranskription will use the same means of payment that the user used for the original transaction, unless expressly agreed otherwise; in no case will fees be charged for this reimbursement.

16.2. Where the user has consented, in accordance with Clause 5.4, that the service should commence during the withdrawal period, the user shall lose their right of withdrawal with regard to the specific individual project, as well as all further or subsequent individual projects based on this contract. Where the user has consented that the AI Services should be provided before the expiry of the withdrawal period, they shall pay audiotranskription an appropriate amount corresponding to the proportion of the services already provided up to the time of the withdrawal compared to the total scope of the agreed service.

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17. Model withdrawal form

If the user wishes to withdraw from the contract, they should complete this form and return it. The use of this form is not mandatory.

To audiotranskription -- dr. dresing & pehl GmbH, Deutschhausstr. 22a, 35037 Marburg, Germany\
Fax: +49 6421 590979-20, Email: info@audiotranskription.de:

I/we (*) *hereby withdraw from the contract concluded by me/us* (*) for the provision of the following services

Ordered on (*) / *received on* (*)

Name of the consumer

Address of the consumer

Signature of the consumer (only for notification on paper)

Date

(*) Delete as appropriate.

18. Destruction or deletion of confidential information after termination of the contract

audiotranskription is obliged, in the event of termination of the contract, to destroy or delete all information, in particular the access data to the account, in accordance with data protection regulations. Exempt from this is data for which a statutory retention period exists. With regard to the AI Services, the following applies in addition: as the AI Services are designed as ephemeral processing, no order data remains with audiotranskription or its sub-processors after the completion of the respective individual enquiry.

19. Online dispute resolution

The European Commission provides a platform for out-of-court online dispute resolution (ODR platform), which can be accessed via the external link www.ec.europa.eu/consumers/odr. We endeavour to settle any disputes arising from or in connection with this contract by mutual agreement. Beyond this, we are not obliged to participate in arbitration proceedings and do not offer to participate in such proceedings.

20. Applicable law and place of jurisdiction (only for entrepreneurs)

20.1. German law shall apply to this contract.

20.2. The exclusive place of jurisdiction for all disputes arising from or in connection with this contract shall be the registered office of audiotranskription. audiotranskription is also entitled to sue the user at the user's registered office.