



GENERAL TERMS AND CONDITIONS FOR RESEARCH ASSIGNMENTS TO HCSS

In these General Terms and Conditions for research assignments to HCSS, HCSS is understood to mean the "Den Haag Centrum voor Strategische Studies (HCSS) B.V." ("The Hague Centre for Strategic Studies (HCSS) B.V."), a legal entity established under Dutch law with registered office in The Hague, the Netherlands.

These General Terms and Conditions have been adopted by HCSS and filed with the Chamber of Commerce and Industry for Haaglanden.

Any general purchase conditions or other general terms and conditions used by the Principal will not apply to the legal relationship between the Principal and HCSS, and are hereby expressly rejected.

1. Scope of the assignment, quotation

1.1

The scope of the assignment is determined by the description of the activities in the quotation, including all changes which will be made afterwards in mutual consultation.

1.2

The agreement for carrying out the assignment will be concluded by the Principal's confirmation of HCSS's quotation. If the Principal has in any way failed to confirm the quotation and HCSS has nevertheless commenced carrying out the assignment with the Principal's consent, the content of the quotation will be considered as agreed. The agreement with all annexes contains all arrangements between the parties and will replace all other arrangements, commitments and agreements on the matter between the parties.

1.3

The results of the assigned work will be indicated in the quotation: written advice, report, model, software, etc.

If and to the extent that the products and/or services provided by HCSS relate to data products and services, the "HCSS Datalab" annex shall apply.

This annex forms an integral part of these General Terms and Conditions for research assignments to HCSS and contains additional provisions specifically applicable to the products and services of the HCSS Datalab.

1.4

Unless stated otherwise in the quotation, HCSS will stand by its quotation during one month from the quotation date.

1.5

Amendments, additions and/or extensions of the assignment, or deviations from the General Terms and Conditions will only be binding after they have been agreed upon in writing between the parties, and will only relate to the research assignment for which they have been drawn up. In writing means: by letter, by e-mail, by fax or by any other means of communication that can be considered equal in view of technical and social notions.



1.6

The Principal will use the quotation made by HCSS and the knowledge and ideas of HCSS included in it exclusively for evaluating his interest in granting the assignment. This provision also applies to proposals for amending, supplementing and/or extending the assignment.

1.7

HCSS reserves the right to alter the agreement unilaterally. The Principal will be informed in writing beforehand. If the Principal rejects the alteration, the agreement can be annulled by HCSS.

1.8

Should one or more conditions of these general terms and conditions be null and void or abolished, the other conditions will remain fully applicable. HCSS will consult with the Principal to agree on a new condition to replace the null and void condition and, or the abolished condition.

2. Execution of the assignment, result

2.1

The assignment will be carried out within the (estimated) period stated in the quotation in consultation with the Principal, unless this should prove impossible. If the period threatens to be exceeded, HCSS will be obliged to consult as soon as possible with the Principal. HCSS will not be in default without notice of default by the mere expiry of the period.

2.2

The acceptance of the assignment implies that when carrying out the assigned work HCSS will solely undertake no other obligation than to aim at a result which is useful for the Principal.

2.3

If the assignment (also) includes the delivery of a material object, it applies that in respect of this material object HCSS will give no other guarantee than as described in the quotation.

2.4

If the assignment (also) concerns the testing of samples, it applies –apart from the case in which it has been agreed that HCSS will be responsible for selecting the samples– that the Principal will be solely responsible for the selection and representativeness of the samples, for indicating codes, trademarks or product names and for making the samples to be investigated available to HCSS.

2.5

HCSS will not be obliged to commence carrying out the assignment before all substances or objects to be made available by the Principal to HCSS have in fact been made available to HCSS in the agreed form and numbers. The period referred to in article 2.1 will be automatically extended by any delay that may be caused by this.

2.6

The Principal will carry the risk of any misunderstandings in respect of the content and performance of the agreement, if these should in reason be for the Principal's risk or have been caused by specifications not received by HCSS or received incorrectly, not in time or incompletely, or by other information given orally or by a person designated for this purpose by the Principal or transmitted by any technical means such as e.g. by telephone, fax, e-mail and similar communication media.



2.7

HCSS will inform the Principal of manifestly apparent shortcomings in the agreed research methods and other particulars that become apparent in the research, which in HCSS's opinion are of importance to the Principal.

3. Secrecy

3.1

From 2024, all paying clients of HCSS will be included in the customer register. This register is updated and published annually on our website, including the (order size) size of the assignment. Unless public publication is made or otherwise determined in mutual consultation, HCSS undertakes to maintain secrecy of the content of the research.

3.2

HCSS undertakes to maintain secrecy in respect of the results of the assignment, as provided by HCSS to the Principal, except insofar as it concerns calculation methods, software and experimental working methods whose development was not directly intended with the assignment. As regards inspections, analyses, measurements or literature searches the obligation to observe secrecy will be confined to the outcome of the inspection, analysis, measurement or search carried out.

Unless otherwise agreed upon when granting the assignment, HCSS's obligation of secrecy will continue until two years from the date of the final invoice of the assignment or until two years from the date of the final report if the latter is delivered earlier. If required, HCSS will classify the results for which an obligation of secrecy applies in accordance with the provisions in this article in consultation with the Principal.

3.3

HCSS will be obliged to observe secrecy in respect of proprietary data of the Principal which become known to HCSS when carrying out the assignment and which the Principal has expressly designated as confidential.

This obligation to secrecy does not apply:

- to data which were already in HCSS's possession when the data were given to HCSS;
- to data which are or will become publicly known, without this being due to any imputable acts or omissions by HCSS;
- to data which HCSS obtains in a rightful way from a third party, or from its own research, without using the secret data in any way.

3.4

If any misunderstanding arises due to the Principal disclosing results of the research, HCSS will be released from the obligation to secrecy to the extent as is in reason required for HCSS to clarify the results to third parties.

3.5

HCSS's obligation to secrecy does not apply if and when HCSS identifies serious danger for persons or goods. In that case HCSS will, if possible, enter into consultations with the Principal, before informing those whose person or goods are threatened and/or the competent authorities of the danger situation.



3.6

The Principal's permission is required for engaging third parties for carrying out the assignment, if and insofar as this creates a foreseeable risk in respect of secrecy.

4. Rights to results

4.1

Within the scope of the assignment the Principal will have the full and free right of use of the results of the assignment as provided by HCSS to the Principal. This right of the Principal is exclusive for the period in which HCSS is obliged to observe secrecy in accordance with article 3.2, this subject to the provisions in articles 4.2 and 4.4.

4.2

In the period in which HCSS is obliged to observe secrecy in accordance with article 3.2, HCSS will have the right to use the results of the assignment as referred to in article 4.1 solely for itself.

4.3

After expiry of the period in which HCSS is obliged to observe secrecy in accordance with Article 3.2, HCSS will also have the right to use the results as referred to in article 4.1 for third parties and to let third parties use them.

4.4

HCSS will have the right to use for itself and/or for third parties and/or to let third parties use: a. the knowledge and experience available at HCSS when accepting the assignment; b. the knowledge and experience outside the scope of the assignment obtained by carrying out the assignment; c. calculation methods, software and experimental working methods resulting from carrying out the assignment, insofar as their development was not directly intended with granting the assignment.

4.5

Without prejudice to the provisions in article 7.7, the Principal will be entitled to or be the owner of reports, drawings and other material objects which are the result of the work assigned in conformity with article 1.3, subject to HCSS's copyright.

5. Disclosure

Without HCSS's prior permission in writing the Principal will not be permitted:

- a) to multiply and/or disclose in whole or in part a report issued by HCSS by having it printed, photocopied, put on microfilm, in electronic form or in any other way, or to store it in a retrieval system;
- b) to make a report issued by HCSS available for inspection outside the circle of persons who, taking into account the scope of the assignment, are directly interested parties;
- c) to use (or let others use) in whole or in part a report issued by HCSS for instituting claims, for conducting legal proceedings, for advertisements or negative publicity and for recruitment in a more general sense;
- d) to use HCSS's name, in whichever connection, when disclosing part or parts of a report issued by HCSS and/or for any of the purposes mentioned under c.



6. Protection of knowledge

6.1

Insofar as the assignment carried out by HCSS will lead to patentable matter, HCSS will have the right to apply for a patent in its own name and for its own account. While doing so, HCSS will comply with its obligation to secrecy resulting from article 3.

6.2

HCSS and the Principal will report to each other: a. their presumption that patentable matter has been found; b. the fact that a patent application is filed; c. the content of such application. They will further render each other all required cooperation when filing patent applications.

6.3

If HCSS does not wish to make use of its right as referred to in article 6.1, this right will pass on to the Principal if and insofar as the patent application (also) concerns the results as referred to in article 4.1.

6.4

If HCSS or the Principal exercises their rights from article 6.1 or article 6.3, the applicant/holder of the patent will be deemed to have granted the other party a licence free of charge from which the parties can derive rights to which they are entitled by virtue of the provisions in article 4. The other provisions of the assignment will apply by analogy to the granting of the licence.

6.5

The applicant/holder may withdraw a patent application at any time, or let a granted patent lapse. If the Principal or HCSS has been granted a licence, they will have the first opportunity to transfer the application or the patent in their name.

7. Price and payment

7.1

If a 'fixed price' has been stated in the quotation, this price will be considered as the agreed price. If no 'fixed price' has been included in the quotation, it is established between the Principal and HCSS that the amount to be paid will be determined by subsequent calculation on the basis of the rates agreed upon at the assignment. If no rates have been agreed upon in advance, the rates will be determined on the basis of HCSS's customary methods. If a 'guide price' is mentioned in the quotation, the amount stated will merely indicate a cost estimate without obligation. In this latter case, when there is a period of one year or longer between the date of the quotation and the date on which the work (will) end, HCSS will furthermore each time as of 1 January be entitled to index the part of the price of the assignment that has not yet been invoiced in accordance with the annual adjustment of HCSS's rates.

7.2

At the Principal's request, HCSS may limit itself to a maximum amount in case of assignments of € 25,000 and more with an expected duration of three months or longer. This will automatically release HCSS of the obligation to continue the activities insofar as by doing so the amount to be spent in carrying out the assignment would exceed such maximum amount.



7.3

If no 'fixed price' has been included in the quotation and the assignment involves an amount exceeding € 50,000 and if the Principal so requests when granting the assignment, HCSS will specify the invoice in question in man-hours and man-hour rates, direct material costs and, insofar as applicable, use of equipment and rates for such use, as well as fees for pre existing know how used.

7.4

Unless stated otherwise, all amounts mentioned by HCSS in the quotation are exclusive of VAT and exclusive of Quality Assurance.

7.5

HCSS reserves the right to send interim invoices. HCSS may at all times demand payment in advance.

7.6

The Principal is obliged to pay the invoices in the currency mentioned in the quotation, without any right to deduction or setoff, within fifteen days from the invoice date and to pay both the statutory interest for trade agreements and the collection costs if the Principal exceeds this payment period of fifteen days.

7.7

All items made available by HCSS to the Principal within the framework of the assignment, including the material objects as referred to in article 4.5, will remain the property of HCSS until the amount(s) payable by the Principal to HCSS in connection with the assignment has (have) been paid in full.

8. Liability

8.1

HCSS will only be liable for damage or loss which is the direct consequence of an attributable shortcoming by HCSS in the performance of its obligations. If, on account of the contractual liability referred to in the preceding sentence and/or for any other reason, HCSS is liable, it will apply that HCSS will only be liable for direct damage or loss of the Principal to at most the amount of the price due by the Principal by virtue of article 7.1.

8.2

HCSS and/or persons employed and/or called in by HCSS for carrying out the assignment will not be liable for damage or loss which the Principal suffers when applying or using the result of HCSS's work, unless there is a question of intent or gross negligence on the part of HCSS and/or on the part of persons employed and/or called in by HCSS for carrying out the assignment.

8.3

The Principal indemnifies HCSS and/or persons employed and/or called in by HCSS for carrying out the assignment against all claims from third parties on account of damage or loss suffered by these third parties resulting from the application or use of the result of HCSS's work by the Principal or by another person to whom the Principal has made available the said result, unless there is a question of intent or gross negligence on the part of HCSS and/or on the part of persons employed and/or called in by HCSS for carrying out the assignment.



8.4

In case persons employed and/or called in by HCSS for carrying out the assignment are present on the premises of the Principal and/or on the premises of third parties in connection with the assignment, HCSS and/or persons called in by HCSS for carrying out the assignment will not be bound to stipulations in access permits and suchlike to the effect that the Principal's liability arising from the agreement is limited in whole or in part.

8.5

HCSS does not accept any liability for damage or loss which arises due to the fact that the results of the activities do not qualify for patenting or because rights of third parties are infringed when applying the results.

8.6

HCSS does not accept any liability for damage or loss which is the result of defects in items supplied to HCSS, including software, which HCSS has supplied on to the Principal, unless and insofar as HCSS has recourse on its supplier for such damage or loss.

9. Miscellaneous

9.1

In case of activities in connection with the assignment on the premises of the Principal, the Principal will make available to HCSS free of charge auxiliary personnel and tools, if requested by HCSS well in advance.

9.2

When staying in buildings and/or on premises of HCSS the Principal and/or his personnel are/is obliged to comply with the 'house rules' which apply for the users of the buildings or premises involved. The Principal will see to it that his personnel will act in accordance with the above provision.

9.3

If either the Principal or HCSS fails to comply with any essential obligation from the agreement, the other party will notify the defaulting party of this in writing and allow the defaulting party a reasonable period to as yet perform its obligations. In case the defaulting party fails to as yet perform its obligations within the stipulated period, its rights from the agreement will lapse and the other party will no longer be obliged to perform any of its own obligations.

9.4

Claims from the Principal on HCSS resulting from or connected with the execution of the assignment by HCSS and/or by persons employed and/or called in by HCSS for carrying out the assignment, will lapse in full if such claims have not expressly been made known within one year from the date of the final invoice, unless the Principal shows that he was unable to comply with his duty to report within the stipulated period.

9.5

If HCSS has in its possession any object of the Principal in order to carry out research on it, HCSS will be entitled to keep the object in its possession, until all amounts payable by the Principal in connection with the assignment have been paid in full, unless the Principal has provided adequate security for those amounts.



10. Disputes

10.1

All disputes that might arise as a result of the agreement, or of further agreements resulting from it, will be submitted for exclusive settlement to the competent court in The Hague.

10.2

The agreement as referred to in article 1.2 is governed by the laws of the Netherlands.



DATALAB ANNEX

Annex to the General Terms and Conditions of HCSS

GTC HCSS EN – Datalab Annex | Version February 2026

Introduction and Scope

This annex forms an integral part of the General Terms and Conditions for research assignments to HCSS (hereinafter: “the GTC”) and applies to all products and services developed, managed, or offered by the HCSS Datalab. It is binding on every party that has access to or makes use of a Datalab product, regardless of whether access occurs via a direct platform connection, via an API, via delivered data, or via remotely available functionalities.

The annex consists of two parts. Part I contains the contractual terms applicable to the procurement of Datalab products. Part II contains the terms of use for the direct use of HCSS digital platforms. Both parts apply simultaneously, unless expressly and in writing agreed otherwise.

In addition to this annex, supplementary platform-specific terms of use may apply per Datalab product (see Article 3). **In case of conflict, the following order of precedence applies: (i) the GTC, (ii) this annex, (iii) platform-specific terms of use.** Definitions from the GTC apply without restriction in this annex, supplemented by the following:

- Client: the contracting party (principal) that procures a Datalab product on the basis of an agreement or quotation.
- User: a natural person authorized by the Client to use the Datalab product, as well as any party that receives or uses Datalab Output as referred to in Part II.
- Datalab Output: all results, reports, exports, datasets, visualisations, analyses, or other output that directly or indirectly arises from the use of a Datalab product.

For the purposes of this annex, ‘Datalab product’ means: any digital platform, analytical instrument, dataset, API connection, automated service, or AI-supported tool offered or made available by the HCSS Datalab, in whatever form.



Part I – Contractual Terms for Datalab Products

Applicable to the procurement, licensing, and delivery terms of all Datalab products. This part applies exclusively to the Client and, where relevant, to Users who have platform access to a Datalab product on behalf of the Client. This part does not apply to third parties who solely receive or use Datalab Output without themselves having platform access; such parties are subject exclusively to Part II.

Article 1. Product Offering and Access Modes

1.1 The HCSS Datalab offers products in various forms, including but not limited to: analytical web platforms with interactive dashboards, API access to data streams or models, periodic or one-time data deliveries, automated reporting or alerting services, and bespoke data infrastructure or analytical tools.

1.2 The specific nature, scope, and functionalities of the product to be procured are set out in the quotation as referred to in Article 1 of the GTC. Where a product is procured under a separate licence or subscription agreement, that agreement prevails for the matters it governs.

1.3 HCSS reserves the right to modify functionalities, data content, taxonomies, and other characteristics of a product as part of ongoing product development. Material changes will be communicated in a timely manner via officially available channels.

Article 2. Licence Models and Rights of Use

2.1 Access to a Datalab product is granted on the basis of a temporary, non-transferable, and non-exclusive licence. The licence is non-sublicensable. The scope of the licence is determined by the rights of use described in the quotation or agreement. The licence is granted to the client as a legal entity and may only be used by the natural persons specified in the quotation or agreement ('Users').

Unless expressly agreed otherwise, the licence is limited to the maximum number of Users stated in the quotation or agreement. Access is personal and the sharing of accounts or login credentials is not permitted. Where organisation-wide access has been agreed, the licence applies solely to employees of the entity named in the agreement and solely for internal purposes.

2.2 The following licence types may be distinguished:

- Subscription access: the client obtains access to the platform or service for an agreed period. The licence expires by operation of law upon expiry of the subscription period, unless expressly renewed;
- Project-based access: the client obtains access for the duration of a specific research assignment. The licence expires upon delivery or completion of the assignment;
- Trial access: HCSS may grant temporary free access for evaluation purposes. The provisions of this annex and the GTC apply in full. HCSS may terminate trial access at any time;
- Custom licence: for specific use cases, institutional access, or multi-user arrangements, deviating terms may be recorded in an addendum.



For each licence type, the number of permitted Users or the scope of any agreed organisation-wide access is explicitly recorded in the quotation or agreement. In the absence of such specification, no maximum number of users applies.

2.3 Sublicensing to third parties is expressly prohibited without prior written consent of HCSS. Making access available to unauthorised users constitutes an attributable breach.

Article 3. Platform-Specific Terms of Use

3.1 Each individual Datalab product may be accompanied by its own platform-specific terms of use. These terms reflect the specific characteristics of the product concerned, including the nature of the data processed, the functionalities offered, the applicable licences of third-party sources, and any special requirements regarding confidentiality or access management.

3.2 Platform-specific terms of use are made available via the platform itself or via a communication channel designated by HCSS. The client or user is deemed to have taken notice of the most current version of the platform-specific terms at the moment of access.

3.3 Platform-specific terms of use may include supplementary or deviating provisions concerning:

- the nature and origin of the data sources processed in the product;
- restrictions on the use of certain functionalities or exports;
- additional privacy requirements arising from specific processing arrangements;
- classified or otherwise confidential information categories;
- sectoral or legal requirements applicable to specific user groups.

3.4 In the event of conflict between platform-specific terms of use and the provisions of this annex, the platform-specific terms prevail for the product concerned, unless the conflict concerns a matter that is mandatorily governed by the GTC.

Article 4. Price, Duration, and Termination

4.1 The fee for a Datalab product is established in the quotation or agreement. The payment terms of Article 7 of the GTC apply without restriction. HCSS reserves the right to index prices annually in accordance with the rate adjustment applicable at HCSS.

4.2 Subscriptions are entered into for the agreed period. Termination must be effected in writing with due observance of a notice period of thirty days before the end of the subscription period, unless otherwise agreed. In the absence of timely termination, the subscription is renewed for an equivalent period.

4.3 HCSS is entitled to suspend or terminate access to a Datalab product with immediate effect in the event of non-payment, material breach of this annex or the GTC, or in the event of force majeure. In such cases, the payment obligation for the current period remains unaffected.

4.4 Upon termination of the licence, all access rights lapse by operation of law. The client is obliged to destroy all local copies of any downloaded data or exports, unless an express right of use



following termination has been granted under the agreement. "Local copies" means: raw datasets, exports, or substantial portions thereof originating directly from the Datalab product.

The obligation to destroy does not apply to:

- back-ups automatically generated within the framework of regular IT security and archiving processes, provided these are not actively restored or used other than for recovery purposes;
- internal reports, policy documents, or analyses incorporating Datalab Output in non-reproducible form;
- data that must be retained pursuant to statutory retention obligations.

Following termination, the client is not permitted to reuse destroyed or archived Datalab Output for new analyses, republication, or further distribution, unless separate written consent has been granted.

Article 5. Intellectual Property and Results

5.1 The provisions of Article 4 of the GTC concerning rights to results apply without restriction. In addition, all Datalab products developed or managed by HCSS, including platforms, models, taxonomies, enrichment methods, algorithms, and analytical infrastructure, are and remain the intellectual property of HCSS.

5.2 Results that HCSS develops for the account of the client within the framework of a bespoke assignment are subject to the ownership arrangement of Article 4.5 of the GTC. Generic methodologies, software components, or reusable infrastructure deployed in that context remain the property of HCSS.

5.3 The client grants HCSS the right to make use of anonymised and aggregated usage data and of feedback arising from the collaboration, for the purpose of further developing Datalab products. Personal data or confidential business information are expressly excluded from this right.

Article 6. Liability for Datalab Products

6.1 The liability provisions of Article 8 of the GTC apply without restriction. HCSS has not assumed a results obligation with respect to the availability, accuracy, or completeness of Datalab products, unless expressly agreed in writing.

6.2 HCSS excludes all liability for damage resulting from (i) decisions made on the basis of output from a Datalab product, (ii) errors or interruptions in the availability of a product, (iii) inaccuracies in external data sources processed by HCSS, or (iv) changes to the functionality or data coverage of a product.

6.3 The maximum liability of HCSS in connection with the use of Datalab products shall not exceed the amount paid by the client for the product concerned in the twelve months preceding the damage-causing event.



Part II – Terms of Use for Digital Platforms

Applicable to all forms of access to and use of HCSS platforms, regardless of the manner of access. This part contains the terms for accessing and using HCSS digital platforms and for receiving and using Datalab Output, regardless of whether the party concerned is itself a contracting party.

Article 7. Scope and Binding Effect

7.1 The provisions of this part apply to every user who has access to or makes use of a digital platform of HCSS, regardless of the manner in which that access occurs. This expressly includes:

- direct access via a web browser or application with authentication;
- access via an API connection or automated data link;
- use of platform functionalities via an intermediary application or integration;
- receipt and use of data, reports, or other output generated by a platform, even where the receiving party does not itself have direct platform access.

7.2 A party cannot exclude the applicability of this part on the ground that it did not consult the platform directly or that access was obtained via a third party. The decisive factor is whether the party concerned actually makes use of, or derives benefit from, the functionalities, services, or output of the HCSS platform, provided that party knew or ought reasonably to have known that the output concerned originates from an HCSS platform and is subject to terms of use.

Where Datalab Output is obtained or distributed without the consent of HCSS, this does not affect the applicability of this part to the extent that the party concerned was or ought reasonably to have been aware of the origin and the applicable terms.

7.3 Institutions that provide employees or other users with access to a platform bear responsibility for ensuring that those users have taken notice of and act in accordance with this part and the applicable platform-specific terms.

Article 8. User Accounts and Access Management

8.1 Access to a platform requires registration and authentication. Upon registration, the user provides accurate, current, and complete information and keeps this information up to date.

8.2 The user is responsible for the confidentiality of their login credentials and authentication tokens. Sharing accounts or login credentials with third parties is not permitted, unless a multi-user licence expressly permits this.

8.3 HCSS may suspend or terminate access if (i) login credentials have been compromised, (ii) unauthorised access is detected, (iii) the user breaches this annex, the platform-specific terms, or the GTC, or (iv) the user threatens the security or integrity of the platform.

8.4 HCSS is not liable for damage arising from the user's failure to comply with the obligations in this article.



Article 9. Acceptable Use

The user uses the platform in a responsible and lawful manner. The following acts are prohibited:

- Use of the platform in a manner contrary to Dutch, European, or international law;
- Attempts to circumvent security measures or authentication mechanisms or to gain access to unauthorised parts;
- Automated large-scale querying, scraping, or downloading of data without prior written consent of HCSS;
- Modifying, reverse-engineering, or otherwise manipulating platform functionality;
- Introducing malicious code or performing acts that may harm system stability;
- Using platform output in a misleading, harmful, or unethical manner;
- Commercial use of the platform or platform output, unless HCSS has granted written consent;
- Misrepresenting HCSS, the platform, or the platform output.

HCSS may monitor user activity to ensure compliance. Monitoring may also be used to verify compliance with licence terms and usage limits as referred to in Articles 9.1 through 9.4. Violations may result in immediate termination of access and, where applicable, legal proceedings.

9.1 HCSS is entitled, with due regard for proportionality and confidentiality, to verify whether the use of a Datalab product and the Datalab Output is in accordance with this annex, the GTC, and the agreed licence scope.

9.2 Such verification may relate to, among other things:

- the number of authorised Users;
- the use of API connections or automated data links;
- compliance with agreed usage limits, query restrictions, or export restrictions;
- preventing unauthorised distribution or reuse of Datalab Output.

9.3 Verification may be based on system logs, usage statistics, and other technically generated data. Where there are well-founded indications of a material breach, HCSS may request additional information from the Client, provided with reasonable prior notice and without unnecessary disruption to business operations.

9.4 Where verification reveals that the agreed licence scope has been exceeded or other material breaches have occurred, HCSS is entitled to charge the additional fees involved, without prejudice to other rights under law or agreement.

9.5 Usage Limits and Fair Use

Use of Datalab products, including API connections and automated data links, must take place within reasonable and proportionate usage limits ("fair use"), taking into account the agreed licence scope and intended use.

HCSS may impose technical or operational limits with respect to, among other things, the number of requests (API calls), query frequency, data volume, concurrent sessions, or export functionalities.



Such limits may differ per product and are established to protect the stability, security, and integrity of the platform.

Where reasonable usage limits or imposed limits are exceeded, HCSS is entitled to temporarily restrict use (throttling), suspend access, or impose additional conditions or fees, without this giving rise to any right to compensation or restitution.

Structural or deliberate exceeding of usage limits may be classified as a material breach.

Article 10. AI-Generated Output

10.1 HCSS platforms may make use of generative AI models to produce summaries, risk analyses, trend assessments, and comparable analytical output. This output is intended solely to support exploratory analysis and rapid knowledge building.

10.2 The user acknowledges and accepts that AI-generated content inherently contains uncertainties as a result of probabilistic reasoning and algorithmic interpretation. Such output may contain inaccuracies, omissions, outdated information, or biases. AI output must always be critically assessed and read in conjunction with expert judgement.

10.3 AI-generated output does not constitute policy advice, strategic advice, risk forecasting, or an official position of HCSS, unless HCSS has expressly confirmed this in writing.

10.4 The user is not permitted to present or distribute AI-generated output as an official position or judgement of HCSS. Such misrepresentation is expressly prohibited.

10.5 HCSS is not liable for decisions, actions, or interpretations based on AI-generated output.

Article 11. Data Sources and Enrichment

11.1 HCSS platforms integrate external data streams from public sources and licensed data suppliers, supplemented by internally developed classification frameworks, enrichment procedures, and methodological practices, including tagging, clustering, entity recognition, and interpretative annotation.

11.2 HCSS does not claim ownership of original third-party source data or externally licensed content. Such content remains the property of the respective rights holders and is subject to applicable copyright and the licence terms of the original provider.

11.3 HCSS retains full ownership of all derived structures, metadata, taxonomies, analytical models, and enriched representations created within the platforms. Nothing in this article grants the user any rights to reproduce, distribute, or commercially exploit third-party content.

11.4 HCSS disclaims all liability for third-party content. HCSS may modify, restrict, or remove externally sourced content at any time where required by law, contract, or operational necessity.



Article 12. Privacy and Personal Data

12.1 HCSS processes personal data of platform users in accordance with the General Data Protection Regulation (GDPR) and applicable Dutch data protection legislation.

12.2 HCSS collects analytical and technical usage data generated through interactions with the platform, including the number and frequency of visits, most-used functions, session duration and click behaviour, search queries and taxonomy selections, and data linked to AI-generated reports or exports. These data are processed on the basis of the legitimate interest of HCSS in platform development and security.

12.3 HCSS does not sell or share analytical data with third parties for marketing purposes. Data are retained for as long as necessary, after which they are anonymised or securely deleted.

12.4 Users may exercise their GDPR rights via datalab@hcss.nl or info@hcss.nl. HCSS platforms use only functionally necessary cookies for authentication and session management. No analytical cookies or third-party tracking technologies are used.

12.5 To the extent that HCSS processes personal data in connection with account management, platform security, usage analyses, and product development, HCSS acts as a controller within the meaning of the GDPR.

12.6 Where HCSS processes personal data solely for and on the instructions of the Client within the framework of a separate agreement or bespoke assignment, HCSS acts as a processor. In that case, the parties shall, where required under the GDPR, enter into a separate data processing agreement recording the obligations pursuant to Article 28 GDPR.

Article 13. Intellectual Property at Platform Level

13.1 All content, methodologies, enrichment processes, taxonomies, software components, platform designs, visualisations, and analytical structures within HCSS platforms are the intellectual property of HCSS, unless expressly stated otherwise.

13.2 The user obtains a limited, non-transferable, and non-exclusive licence to access and use the platform for legitimate internal or analytical purposes. The user is not permitted to copy, modify, reproduce, distribute, or incorporate platform content or output into other platforms without the prior written consent of HCSS.

Article 14. Availability and Disclaimer

14.1 HCSS may introduce new features, restrict existing functionalities, or modify the access structure as part of ongoing platform development. Significant changes may be communicated via official channels.

14.2 All content on HCSS platforms is provided 'as is' and 'as available'. HCSS gives no warranties with respect to the completeness, accuracy, fitness for a particular purpose, reliability, timeliness, or security of the information provided.



Article 15. Governing Law and Disputes

This annex is governed by and construed in accordance with Dutch law. All disputes arising from or related to this annex are submitted exclusively to the competent court in The Hague, in accordance with Article 10 of the GTC.

Article 16. Amendment of this Annex

HCSS may revise this annex at any time. The most recent version is available via the websites of the relevant platforms and upon request from HCSS. Continued use of a Datalab product following publication of amended terms constitutes acceptance of the revised annex.

HCSS Datalab Contact Details

The Hague Centre for Strategic Studies (HCSS) bv
Lange Voorhout 1, 2514 EA The Hague, Netherlands
T: +31 70 318 48 40 | E: info@hcss.nl | Datalab: datalab@hcss.nl
CoC: 27245148