

Unterauftragsverarbeiter / Sub-processors

Sub-processors

Non-binding English translation. In case of doubt, the German version above prevails.

This page lists every sub-processor (Art. 28 (4) GDPR) used by BeyondSimulations GmbH to deliver the Oshu service.

ACTIVE SUB-PROCESSORS

1. HETZNER ONLINE GMBH

- › **Purpose:** Hosting of the application, database, and encrypted off-site backups.
- › **Processed data:** All workspace data — agents, libraries, conversations, audit logs, account data.
- › **Location:** Datacenter in Germany (Nuremberg / Falkenstein).
- › **Third country transfer:** None.
- › **DPA:** Hetzner standard DPA, signed and on file.
- › **Website:** <https://www.hetzner.com/>

2. MISTRAL AI SAS

- › **Purpose:** Large-language-model inference for chat replies and Optical Character Recognition (OCR) for PDF library ingestion.
- › **Processed data:** The current prompt and conversation context as sent to the Mistral API, plus PDF page contents during OCR. End- user identifiers are not forwarded.
- › **Location:** Mistral commercial API endpoints in the European Union (France).
- › **Third country transfer:** None when using the EU API endpoint.
- › **Training opt-out:** Mistral does not train its commercial models on data submitted through the API. This applies regardless of whether the customer is on a managed plan or BYOK (Bring Your Own Key).
- › **DPA:** Mistral standard DPA, on file.
- › **Website:** <https://mistral.ai/>

3. MOLLIE B.V.

- › **Purpose:** Payment processing for paid self-serve and Custom tiers (SEPA Direct Debit, cards (Visa, Mastercard), Apple Pay, Google Pay, iDEAL, Bancontact, SOFORT bank transfer, PayPal — subject to region and current availability). Mollie acts as the payment service provider; BeyondSimulations remains the provider and contracting party toward the customer.
- › **Processed data:** Payment details (card data, IBAN, depending on the chosen payment method), billing address, transaction metadata, email address for payment confirmations. Card

data is processed exclusively on Mollie-controlled infrastructure; BeyondSimulations does not receive or store card data.

- › **Location:** Amsterdam, Netherlands.
- › **Third country transfer:** None.
- › **DPA:** Mollie standard DPA, on file.
- › **Website:** <https://www.mollie.com/>

4. SEVDESK GMBH

- › **Purpose:** Creation, delivery and retention of invoices for self-serve and Custom tiers (mandatory bookkeeping under §§ 238 ff. HGB and § 14 UStG).
- › **Processed data:** Billing address, VAT ID where applicable, invoice line items, amount due, payment status, email address for invoice delivery.
- › **Location:** Offenburg, Germany.
- › **Third country transfer:** None.
- › **Legal basis:** Art. 6 (1) (c) GDPR in conjunction with the German commercial and tax retention obligation.
- › **DPA:** sevDesk standard DPA, on file.
- › **Website:** <https://sevdesk.de/>

5. AHASEND B.V.

- › **Purpose:** Sending transactional emails (account verification, password reset, invoice delivery, service notifications).
- › **Processed data:** Recipient email address, message content, timestamps, delivery status.
- › **Location:** Netherlands (EU hosting).
- › **Third country transfer:** None.
- › **DPA:** AhaSend standard DPA, on file.
- › **Website:** <https://ahasend.com/>

BYOK NOTE

On the **BYOK plan**, the customer brings their own Mistral API key. In that mode, Mistral acts as a **direct processor of the customer**, not a sub-processor of BeyondSimulations: every chat reply, every library OCR, and every document upload is billed by Mistral directly to the customer's own Mistral account. BeyondSimulations merely routes the request using the customer-supplied key. The customer is responsible for their own DPA with Mistral on the BYOK plan.

CHANGES TO THIS LIST

Material changes (adding a new sub-processor, adding a sub-processor in a third country, or changing the purpose of processing) will be announced via email to all customers at least 30 days before they take effect, in line with § 4 (2) of the AVV. Customers may object to a new sub-

processor in writing within this 30-day window under § 4 (3) of the AVV. If an objection cannot be resolved, the customer has the right to terminate the affected service for the reasonable remainder of the billing period and receive a pro-rata refund.

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