# Avidnote Data Processing Agreement (DPA)

Standard version — October 2026

This Data Processing Agreement ("Agreement") is entered between:

The customer identified on the signature page below
("Data Controller"), and

**Avidemic AB** ("Data Processor"), a company incorporated under the laws of Sweden, having its principal place of business at Ovädersgatan 8B, 418 34 Göteborg, Sweden, doing business as Avidnote.

Hereafter collectively referred to as the "Parties" and individually as a "Party."

## 1. Purpose

This Agreement governs the processing of personal data by the Data Processor on behalf of the Data Controller in connection with the Data Controller's use of Avidnote to process research data in compliance with applicable data protection laws, including but not limited to the General Data Protection Regulation (EU) 2016/679 ("GDPR").

## 2. Definitions

For the purposes of this Agreement, the following terms shall have the meanings set forth below:

- **Personal Data:** Any information relating to an identified or identifiable natural person as defined by GDPR.
- **Processing:** Any operation or set of operations performed on personal data, such as collection, recording, storage, adaptation, alteration, retrieval, use, disclosure, or destruction.
- **Subprocessor:** Any third party engaged by the Data Processor to process Personal Data on behalf of the Data Controller.
- **Data Subject:** An individual who is the subject of the Personal Data.

## 3. Processing of Personal Data

**3.1 Scope:** The Data Processor shall process Personal Data in accordance with the Data Controller's documented instructions, which may include instructions to assist the Data Controller in complying with GDPR obligations.

**3.2 Nature of Processing:** The Data Processor provides a web-based app (Avidnote) based in the EU that enables the Data Controller to process and store research data, take notes, annotate papers, write text and analyze data.

**3.3 Data Ownership:** The Data Controller retains full ownership of all Personal Data processed by the Data Processor (Avidnote). The Data Processor (Avidnote) does not and will not claim ownership over any Personal Data processed under this Agreement.

**3.4 Data Controller Instructions:** The Data Processor shall process Personal Data in compliance with the instructions provided by the Data Controller. In the event that the Data Processor believes that any instruction from the Data Controller violates applicable law, it shall notify the Data Controller immediately.

## 4. Subprocessors

**4.1 Engagement of Subprocessors:** The Data Processor may engage subprocessors to process Personal Data on behalf of the Data Controller. Subprocessors shall be bound by written agreements ensuring the same level of data protection as provided in this Agreement and in compliance with GDPR.

**4.2 Subprocessor Compliance:** The Data Processor will ensure that any Subprocessor engaged to process Personal Data will comply with the obligations imposed on the Data Processor under this Agreement, including GDPR regulations. The Data Processor remains fully liable to the Data Controller for the performance of each Subprocessor's obligations.

**4.3 Approved Subprocessors:** The Subprocessors listed in Annex 1 are approved by the Data Controller upon signing this Agreement. Where Annex 1 lists more than one Subprocessor for the same function, including primary, backup and alternative providers, the Data Processor may use or switch between any of them without further notice. The Data Processor shall keep an up-to-date list of its Subprocessors at avidnote.com/subprocessors and provide the current list to the Data Controller on request.

**4.4 Hosting and Storage Subprocessors:** The Data Processor shall give notice at least thirty (30) days before engaging a new Subprocessor, or replacing an existing Subprocessor, for the hosting or storage of Personal Data.

**4.5 Other Subprocessors:** For any other new or replaced Subprocessor not listed in Annex 1, the Data Processor shall give notice before the Subprocessor begins processing the Data Controller's Personal Data.

**4.6 Form of Notification:** The Data Processor gives notice under sections 4.4 and 4.5 by publishing the change on its Subprocessor page at avidnote.com/subprocessors, stating the Subprocessor's name, the processing activities it will carry out, the categories of Personal Data concerned and the location of processing. The Data Processor shall provide a mechanism for the Data Controller to subscribe to updates to that page and shall automatically notify subscribers when it is updated. Notice is deemed given on the date of publication. Changes that do not involve a new legal entity processing the Data Controller's Personal Data, such as changes of model version, configuration or service tier with an existing Subprocessor, do not require notice.

**4.7 Objection Rights:** The Data Controller may object to a new or replaced Subprocessor within fourteen (14) days from the date of publication, provided that the objection is based on reasonable grounds relating to data protection. The Parties shall then work together in good faith to find a resolution, such as not using that Subprocessor for the Data Controller's Personal Data. If no resolution is reached within thirty (30) days of the objection, the Data Controller may terminate this Agreement and the affected services by written notice, without penalty, and the Data Processor shall refund any prepaid fees for the remaining term on a pro-rata basis. Section 12.2 shall apply.

**4.8 Urgent Replacement:** Where the Data Processor must replace a Subprocessor at short notice for reasons of security, service continuity or the Subprocessor ceasing its operations, it may do so without observing the notice period in section 4.4, provided that (a) the replacement Subprocessor is established in the European Union or the EEA, processes Personal Data only within the EU/EEA and complies with GDPR, and (b) the Data Processor gives notice in accordance with section 4.6 as soon as possible and no later than five (5) working days after the change. Section 4.7 applies to such changes.

**4.9 Transfers by Subprocessors:** No Subprocessor shall process Personal Data outside of the European Economic Area (EEA) except in accordance with section 10.

## 5. Data Security

**5.1 Security Measures:** The Data Processor shall implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk to the Personal Data, including measures to prevent unauthorized or unlawful access, accidental loss, destruction, or damage to Personal Data.

**5.2 Servers:** Avidnote is hosted in the EU on GDPR-compliant servers. Personal Data processed by the Data Processor is stored on servers operated by Hostup AB in data centres in Sweden, with redundancy provided by BunnyWay d.o.o. (Bunny, Slovenia, EU) in its EU data centres in Stockholm, Sweden, and Germany. Personal Data shall at all times be stored within the European Union.

## 6. Data Subject Rights

**6.1 Assistance with Requests:** The Data Processor shall assist the Data Controller in fulfilling its obligations to respond to requests from Data Subjects to exercise their rights under GDPR, including access, rectification, erasure, restriction, data portability, and objection.

**6.2 Notification:** The Data Processor will promptly notify the Data Controller if it receives a request from a Data Subject directly and will not respond to such requests without the Data Controller's authorization.

## 7. Data Breach Notification

The Data Processor shall promptly notify the Data Controller in writing upon becoming aware of any personal data breach that compromises the security, confidentiality, or integrity of Personal Data. Such notification will include sufficient details to enable the Data Controller to comply with any obligations to notify supervisory authorities or affected Data Subjects under GDPR.

## 8. Data Retention and Deletion

**8.1 Retention Period:** The Data Processor shall retain Personal Data only for as long as necessary to fulfill the purposes outlined in this Agreement or as required by applicable laws.

**8.2 Termination and Deletion:** Upon termination of this Agreement or upon the Data Controller's request, the Data Processor will delete or return all Personal Data, unless applicable law requires the continued storage of the Personal Data. The Data Controller may terminate the processing of data at any time by providing written notice to the Data Processor.

## 9. Confidentiality

**9.1** The Data Processor shall ensure that any personnel authorized to process Personal Data are subject to an obligation of confidentiality with respect to such data.

## 10. Data Transfers

**10.1** The Data Processor shall not transfer Personal Data outside of the European Economic Area (EEA) without the prior written consent of the Data Controller unless required by law, in which case the Data Processor shall notify the Data Controller of such requirement before processing, unless prohibited by law.

**10.2** By signing this Agreement, the Data Controller consents to the processing described for the Subprocessors listed in Annex 1. Where a Subprocessor listed in Annex 1 processes Personal Data outside the EEA, this takes place only as described there and under appropriate safeguards pursuant to Chapter V GDPR, such as the EU Standard Contractual Clauses or the EU-US Data Privacy Framework. All AI processing is carried out through Azure OpenAI (Microsoft Ireland Operations Ltd) and takes place within the EU.

## 11. Liability

The Data Processor shall be liable for any breaches of this Agreement or violations of GDPR caused by its acts in processing the Data Controller's Personal Data.

## 12. Termination

**12.1 Termination Rights:** Either Party may terminate this Agreement at any time with 30 days' written notice, or immediately in the event of a material breach of this Agreement by the other Party, or as set out in section 4.7.

**12.2 Effect of Termination:** Upon termination of this Agreement, the Data Processor shall cease all processing of Personal Data and, at the Data Controller's election, delete or return all Personal Data in its possession.

## 13. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Sweden and GDPR.

## 14. Entire Agreement

This Agreement, including its Annex, constitutes the entire agreement between the Parties with respect to the processing of Personal Data and supersedes all prior agreements, understandings, or representations regarding such processing.

## 15. Amendments

Any amendments or modifications to this Agreement must be in writing and signed by both Parties. Updates to the list of Subprocessors in Annex 1 made in accordance with section 4 do not require a signed amendment.

## 16. Severability

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

## 17. Audit and Inspection

**17.1** The Data Processor shall make available to the Data Controller all information necessary to demonstrate compliance with the obligations laid down in Article 28 GDPR and this Agreement, and allow for and contribute to audits, including inspections, conducted by the Data Controller or another auditor mandated by the Data Controller.

**17.2** The Data Controller has the right to submit once a year a questionnaire to the Data Processor for the Data Processor to demonstrate compliance with the obligations laid down in Article 28 GDPR and this Agreement.

**17.3** The Data Processor shall be required to provide the supervisory authorities, which pursuant to applicable legislation have access to the Data Controller's and Data Processor's facilities, or representatives acting on behalf of such supervisory authorities, with access to the Data Processor's physical facilities on presentation of appropriate identification.

## Signatures

**For the Data Controller**
Organisation: _____

Signature: _____

Name: _____

Title: _____

Date / place: _____

**For the Data Processor**
**Avidemic AB (Avidnote)**

Signature: _____

Name: _____

Title: _____

Date / place: _____

# Annex 1 – Approved Subprocessors

Subprocessors engaged by the Data Processor at the date of signing (see section 4.3). Changes are notified in accordance with sections 4.4 to 4.6.

| Subprocessor | Purpose and personal data | Location of processing |
|---|---|---|
| **HOSTING AND STORAGE** | | |
| Hostup AB<br>Org.nr 559290-1325<br>Mässvägen 4, 125 30 Älvsjö, Sweden | Primary hosting and data storage. User data, application data, metadata, IP addresses. | Sweden (EU) |
| **AI MODELS** | | |
| Microsoft Ireland Operations Ltd (Azure OpenAI)<br>Reg. no. 256796<br>70 Sir John Rogerson's Quay, Dublin 2, Ireland | Natural language processing for the AI features through Azure OpenAI's EU deployment. User input text; not used for model training. Both processing and storage stay in the EU. | Sweden (EU) only |
| **TRANSCRIPTION** | | |
| AssemblyAI, Inc.<br>2261 Market Street, Suite 4577, San Francisco, CA 94114, USA | Speech-to-text transcription through AssemblyAI's EU endpoint. Audio files and transcription data are processed and stored in the EU; not used for model training. Covered by a DPA and Standard Contractual Clauses. | EU |
| **NETWORK AND SECURITY** | | |
| BunnyWay d.o.o. (Bunny)<br>Medvode, Slovenia | Content delivery, DNS and protection against cyber-attacks, using EU data centres only. Also provides redundancy and backup hosting and storage. IP addresses, web traffic data, security logs; for backups also user data, application data and metadata. | EU only: Stockholm, Sweden, with redundancy in Germany |
| **BILLING** | | |
| Visma (Sweden) | Invoicing for universities and institutional buyers. Billing contact details. | Sweden (EU) |

Contact for questions about Subprocessors: team@avidnote.com. The current list, and the option to subscribe to updates, is published at avidnote.com/subprocessors.

**Email address(es) of the Data Controller subscribed to Subprocessor updates:**

Name: _____ Email: _____