

# Avidnote Data Processing Agreement (DPA)

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

The ("Data Controller"), and

**Avidemic AB** ("Data Processor"), a company incorporated under the laws of Sweden, having its principal place of business at *Ovädersgatan 8B, 41834 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 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.

**4.3 Objection Rights:** The Data Controller has the right to object to the appointment of a Subprocessor, provided that such objection is based on legitimate grounds related to data protection. If the Data Controller objects, the Parties shall work together in good faith to find a resolution.

#### **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, in GDPR compliant servers. Personal Data processed by the Data Processor shall be stored and housed in GDPR-compliant servers located 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**

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.

## **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.

**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 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.

### **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 and the Clauses 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 processor to demonstrate compliance with the obligations laid down in article 28 and the Clauses.

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.