RESEARCH AUTOMATORS

# DPA

Data Processing Agreement with Research Automators

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DATE 2026-11-02

Research Automators' standard data processing agreement. It applies when the customer (the controller) has RA process personal data in survey projects or in the SaaS service Survey Automator.

## Parties

This Data Processing Agreement ("the DPA") has been entered into between the parties below, hereinafter "the Controller" and "RA" or "the Processor" respectively, each separately referred to as a "Party" and together as "the Parties".

### RA / the Processor

Research Automators Sweden AB
Company

Hornsgatan 24, 118 20 Stockholm
Address

### The Controller

Company *

Address *

## 1. Background and purpose

**1.1** RA acts within two main areas of business:

- supplier of research services based on RA's IT platform for questionnaires,
- supplier of Software as a Service for surveys, provided as a cloud service, and of support services in conjunction with the cloud service.

**1.2** The Controller has engaged RA as Processor to, on behalf of the Controller,

- collect, temporarily store and process personal data in different survey projects,

and/or

- as a cloud service, provide an IT platform for surveys that makes it possible to collect, temporarily store and present charts by calculations and aggregations of personal data. The assignment includes providing support for the usage of the cloud service, which may involve taking over operational tasks in various research projects that are normally carried out by the Controller.

**1.3** The Parties have agreed to regulate the processing of personal data in this DPA as below.

## 2. Definitions

**Current Data Protection Legislation.** All privacy and personal data legislation, along with any other legislation (including regulations and directives) applicable to the Processing carried out under this DPA, including national legislation and EU legislation such as the General Data Protection Regulation (EU) 2016/679 ("GDPR").

**Processing.** Any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

**Personal data.** Any information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

**Personal data breach.** A breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted, stored or otherwise processed.

**Standard contractual clauses.** Conditions for the protection of personal data transferred to third countries in accordance with the General Data Protection Regulation (EU) 2016/679.

**Subprocessor.** A processor engaged by RA who processes personal data on behalf of the Controller.

**Project Supplement.** The template for project supplements exists in two versions:

- **Project Supplement – standard**, which applies to all projects where the Controller has ordered research services or support in the SaaS service from RA, initiated by accepting a quote that refers to this DPA, and where no project-specific Project Supplement has been drawn up by the Controller and acknowledged by RA. The form can be downloaded here: https://researchautomators.com/project-supplement-to-dpa_en/
- **Project Supplement – project specific**, which applies only to a named project. If the Controller wants a project-specific Project Supplement drawn up and signed, to depart from the pre-filled prerequisites and instructions in the standard version, the

Controller shall contact RA and ask for this. The same template is then used, with other choices.

The Project Supplement defines the prerequisites and instructions related to Current Data Protection Legislation that the Processor needs when performing services other than Software-as-a-Service. It does not regulate the commercial terms.

## 3a. Obligations of the Controller, information regarding purpose and personal data

Under this DPA the Controller is in particular responsible for:

**3a.1** that the processing of personal data is in accordance with Current Data Protection Legislation,

**3a.2** providing RA *only* with personal data that are required by the purpose of the processing,

**3a.3** providing RA, via a Project Supplement or otherwise, with written instructions and other directions on the purpose, scope, nature and duration of the processing as well as the categories of data subjects, to the extent necessary for RA to fulfil its obligations under this DPA and Current Data Protection Legislation,

**3a.4** taking into account in support instructions from the Controller that RA, in the support work, is not familiar with the special protective measures that may be justified by the purpose and information content of the projects affected by the support instructions.

**3a.5** When ordering RA's participation with support in a survey, the Controller is also responsible for specifically pointing out if

- the processing may include personal data specified in Article 9 of Current Data Protection Legislation (special categories of personal data, such as racial origin, sexual orientation, etc.),
- the processing may concern children under 16 years of age.

**3a.6** ensuring that each user of the SaaS service only uses their own, personal username when logging in to the system.

**3a.7** ensuring that RA is notified in writing when a particular user is no longer to have access to the system, so that RA can disable the login.

## 3b. Special responsibilities when processing sensitive personal data

**3b.1** The Controller is fully responsible for ensuring that only such personal data is collected, processed and stored in the Service as complies with applicable data protection laws, including the GDPR. This includes the sole responsibility for assessing the legal basis and the necessary technical and organisational safeguards when processing sensitive personal data as defined in Article 9 of the GDPR (e.g. health data, religious beliefs, political opinions).

**3b.2** Research Automators Sweden AB (RA) is not responsible for monitoring, validating or controlling the types of personal data collected and stored by the Controller within the Service. If the Controller chooses to collect sensitive personal data, such processing is carried out solely at the Controller's own discretion and risk.

**3b.3** When processing sensitive personal data, the Controller undertakes to:

- ensure that a valid legal basis exists,
- ensure that appropriate technical and organisational security measures are in place,
- apply data anonymisation and minimisation,
- document risk assessments and any additional required safeguards.

## 4. Obligations of the Processor

**4.1** RA guarantees that RA and all Subprocessors possess the necessary capacity and ability to fulfil their obligations under this DPA and Current Data Protection Legislation, and that RA proposes such technical and organisational measures as may be appropriate for the purpose in question. RA shall take all measures for security in connection with Processing on behalf of the Controller as required by Article 32 GDPR ("Security of processing").

**4.2** The personal data that RA gets access to may only be processed for the purpose of fulfilling the obligations set out in the DPA, including the Controller's instructions accordingly, applicable personal data legislation and other mandatory law. If RA is to process personal data for other purposes, it shall be done in accordance with written instructions issued by the Controller, which are considered incorporated in this DPA.

**4.3** When processing personal data under this DPA, RA is in particular responsible for only processing personal data in accordance with the Controller's documented instructions.

**4.4** RA shall ensure that the Processing of personal data is carried out within the EU/EEA or a third country to which transfer is permitted on the basis of an EU decision on an adequate level of protection for that country.

**4.5** RA shall ensure that only personnel who need access to the personal data in order to fulfil their support obligations have access to them, and that such personnel have the necessary training and have been sufficiently instructed to handle the personal data appropriately.

**4.6** RA shall treat personal data confidentially, and ensure that all persons authorised to process the personal data at RA or at engaged Subprocessors have entered into a special confidentiality undertaking or been informed that a special duty of confidentiality exists under applicable law.

**4.7** RA shall without undue delay inform the Controller if RA is contacted by a competent supervisory authority or other third party seeking access to the Controller's personal data to which RA, or as the case may be the Subprocessors, have access.

**4.8** RA shall, without undue delay after becoming aware of an incident, notify the Controller of the occurrence of a personal data breach. Such a notification shall contain all necessary and available information that the Controller needs to take appropriate preventive and corrective measures and to fulfil its obligations regarding the notification of personal data breaches to the competent supervisory authority.

**4.9** RA shall assist the Controller in fulfilling its obligations under Current Data Protection Legislation, especially with regard to data protection impact assessments and prior consultations, participate in the investigation of personal data breaches with competent supervisory authorities, and otherwise fulfil obligations under Articles 32–36 GDPR, as well as, through technical and organisational measures and given the nature of the processing, help fulfil obligations regarding the exercise of the data subjects' rights under Chapter III GDPR.

**4.10** RA shall inform the Controller in writing and in advance of planned changes to the processing, including technical and organisational changes that may directly or indirectly affect the protection of personal data and RA's compliance with Current Data Protection Legislation.

**4.11** RA shall, without undue delay after the service has ended, either delete the personal data or return it to the Controller, unless continued storage of the personal data is required by EU law or national law. This obligation does not apply when such a procedure is incompatible with applicable law, or when the Controller has specifically given other instructions regarding deletion.

## 5. The use of Subprocessors

**5.1** The Subprocessors who may be used for the performance of the service are listed here: https://researchautomators.se/research_automators_subprocessors/

RA is obliged to maintain data processing agreements with them that impose on them the data protection obligations that apply under Article 28 of Current Data Protection Legislation.

If new Subprocessors who meet the requirements of Current Data Protection Legislation need to be added, RA sends the Controller a message with information about the new Subprocessor and the reason for the change. The new Subprocessor may then be engaged under this DPA unless the Controller, within one month from the message being sent to the company's contact person, has stated objections to engaging the Subprocessor and the reasons for the objections.

If the Controller objects to the use of a new Subprocessor for reasonable reasons relating to the protection of personal data, the Parties shall in good faith discuss commercially reasonable alternative solutions. If no solution can be reached, RA will not engage the Subprocessor and may then immediately terminate the service that depends on the Subprocessor.

**5.2** The Processor shall, at the request of the Controller, send a copy of the agreement signed by both the Processor and the Subprocessor.

## 6. Data protection by design and by default

**6.1** RA shall use IT infrastructure solutions with a secure data centre with

- high security against physical intrusion, with strict control and logging of visiting personnel and comprehensive surveillance cameras,
- air conditioning that can continuously provide a suitable climate for a server park,
- virtualised servers set up so that only authorised personnel can access our data,
- security systems to restore data in case of loss of normal function of a hard disk.

**6.2** All mobile computer equipment used in RA's operations for processing personal data shall have encrypted hard drives.

**6.3** Access to RA's business-critical systems and to all servers shall require two-factor authentication.

**6.4** RA's platform shall make it easier for the users of the SaaS service to work in accordance with the GDPR and make it easy to protect personal data and clear it when required.

## 7. Audit

**7.1** RA shall enable and contribute to audits, including inspections, carried out by the Controller or by an independent third party appointed by the Controller.

**7.2** RA therefore has an obligation, at the request of the Controller or of an independent third party appointed by the Controller, to provide access to such information and documents as are necessary for the Controller to exercise effective control of RA's measures under the previous paragraph.

## 8. Confidentiality

**8.1** RA undertakes not to disclose to third parties information regarding such processing of personal data as is covered by this DPA, or other information received by RA in its capacity as Processor for the Controller. This does not apply if RA is ordered by a competent authority or court to disclose the information in question.

## 9. Liability for damages and extraordinary efforts

**9.1** If a data subject has made a claim against the Controller for compensation for damage, or if a competent authority issues administrative fines, due to personal data processing in clear violation of this DPA, including the Controller's instructions, RA shall indemnify the Controller corresponding to RA's (or its Subprocessors') liability for the violation and other direct costs resulting from the processing of personal data.

**9.2** The Controller shall indemnify RA for such claims for compensation from data subjects or administrative fines issued by a competent authority against RA as result from a) the Controller's failure to ensure lawful processing, b) the Controller's instructions being in breach of Current Data Protection Legislation, or c) the Controller's failure to comply with other express obligations under this DPA.

**9.3** A Party that receives a claim for compensation or administrative fines under 9.1 and 9.2 as a result of the other Party's breach of contract or violation of Current Data Protection Legislation shall inform the other Party without undue delay. Both Parties are obliged to take reasonable measures to limit the damage.

**9.4** Extraordinary efforts ordered by the Controller under points 4.4, 4.10, 7.1 and 7.2 shall be reimbursed to RA at 50% of the hourly rate normally used for additional work, plus the actual cost of efforts by Subprocessors, caused by the ordered extraordinary effort.

## 10. Notifications

In the event of an actual or suspected personal data breach, the Processor shall report to the person who signed this DPA on behalf of the Controller.

## 11. Applicable law

This DPA shall be interpreted and applied in accordance with Swedish law. Disputes arising from the DPA shall be settled in a general court, with the Stockholm District Court as the first instance.

## 12. Validity

This DPA applies from its signing until RA's processing of the personal data in question ceases, which shall be deemed to be the case only when RA has deleted the personal data in accordance with section 4.11.

## 13. Other

We reserve the right to change or update this DPA. Any changes are notified to the Controller in writing at least three (3) months before they take effect. If the Controller does not accept the changes, the Controller may terminate the agreement with effect from the date the changes take effect. If the Controller continues to use the service after the changes have taken effect, the changes are deemed accepted.

# Signatures

This DPA is signed digitally.

| | **Research Automators Sweden AB** | Customer name * |
|---|---|---|
| Date * | | |
| Signature * | | |
| Name * | Jonas Ortman | |
| Title * | CEO | |