

ACADEX

Data Processing Agreement

pursuant to Article 28 GDPR

Version 1.0

Status: 25 September 2026

Working draft

Acadex Solutions UG (haftungsbeschränkt)

Reuterweg 5 · 49637 Menslage · Germany

Parties

Controller: [Name of institution / controller]

Address: [Address]

Represented by: [Name / function]

– hereinafter the “Controller” –

and

Acadex Solutions UG (haftungsbeschränkt)

Reuterweg 5

49637 Menslage

Germany

Local Court of Osnabrück, HRB 223640

represented by Managing Director Philipp Meister

– hereinafter “Acadex” or the “Processor” –

together also referred to as the “Parties”.

Preamble

The Controller uses the research platform provided by Acadex under the underlying agreement between the Parties for use of Acadex (the “Main Agreement”). To the extent that Acadex processes personal data on behalf of the Controller in connection with that use, the following provisions apply.

This Data Processing Agreement specifies the data-protection rights and obligations of the Parties under Article 28 of Regulation (EU) 2016/679 (the “GDPR”).

It applies exclusively to processing operations in which Acadex processes personal data on behalf of the Controller.

Where Acadex processes personal data for its own purposes and under its own responsibility as controller – in particular for contract and account administration, billing, compliance with its own legal obligations, IT and product security, abuse prevention, and deliberately limited usage and business metrics – that processing is not governed by this Data Processing Agreement. The relevant processing operations are described in the Acadex Privacy Policy.

Conversation content, uploaded documents, saved memories, research queries and other substantive research content that Acadex processes on behalf of the Controller are not analysed by Acadex for its own Product Analytics purposes.

Section 1 – Subject Matter and Duration of Processing

1. The Processor processes personal data on behalf of the Controller to the extent necessary to provide and operate the Acadex platform for persons authorised by the Controller to use it.
2. The subject matter, nature and purpose of processing, the categories of personal data and the categories of data subjects are set out in Annex 1 – Description of Processing.
3. Processing begins when institutional access is made available or at the time agreed in the Main Agreement.

4. This Data Processing Agreement applies for the duration of the underlying contractual relationship to the extent that personal data is processed on behalf of the Controller.
5. The provisions governing the return and deletion of personal data after the end of processing remain unaffected.
6. Processing operations for which Acadex independently determines the purposes and means and therefore acts as controller are outside the scope of this Data Processing Agreement. Where applicable, these include in particular contract and account administration, billing, Acadex's own legal obligations, IT and product security, abuse prevention, and deliberately limited usage and business metrics.
7. The data-protection role of each Party is determined for each processing operation by the actual purposes and means of that processing. Describing a processing operation in this Agreement does not alter a role allocation prescribed by applicable law.

Section 2 – Processing on Documented Instructions

1. Acadex processes personal data only on documented instructions from the Controller, unless Acadex is required to process the data by Union or Member State law.
2. Documented instructions include in particular this Data Processing Agreement and its Annexes, the Main Agreement or applicable order, the technical configuration of Acadex selected by the Controller – including the approval or restriction of particular model providers and processing regions – and any further instructions issued by the Controller in text form.
3. Where Acadex is required by law to process personal data other than on the Controller's instructions, Acadex informs the Controller of that legal requirement before processing, unless the law prohibits such information on important grounds of public interest.
4. If Acadex considers an instruction from the Controller to infringe the GDPR or other applicable data-protection law, Acadex informs the Controller without undue delay. Acadex may suspend the relevant instruction until it is confirmed, amended or withdrawn where this is necessary to avoid unlawful processing.
5. Changes to the scope of the service or technical configuration initiated by the Controller that affect the processing of personal data constitute corresponding instructions within the configuration options provided for under the contract.

Section 3 – Obligations of the Controller

1. The Controller is responsible for the lawfulness of the processing of personal data and for safeguarding the rights of data subjects.
2. In particular, the Controller ensures that an appropriate legal basis exists for the disclosure of personal data to Acadex and for its processing within the agreed service.
3. The Controller informs Acadex without undue delay if it identifies errors or irregularities relating to data-protection requirements or processing carried out on its behalf.
4. Where provided for contractually, the Controller determines which model providers and processing configurations are permitted for its authorised users.
5. Where the selected configuration involves processing in a third country or by a provider with relevant third-country transfers, the Controller determines whether its instruction and selected configuration are lawful on the basis of the information provided by Acadex and the applicable data-protection requirements. Acadex's own statutory obligations as Processor remain unaffected.

Section 4 – Confidentiality

1. Acadex ensures that persons authorised to process personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
2. Access to personal data is restricted to persons who require that access for the performance of their respective tasks.
3. The confidentiality obligation continues after the end of the relevant activity or contractual relationship.

Section 5 – Security of Processing

1. Taking into account the state of the art, the costs of implementation, the nature, scope, context and purposes of processing, as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Acadex implements appropriate technical and organisational measures in accordance with Article 32 GDPR.
2. The measures implemented at the time this Agreement is concluded are described in Annex 3 – Technical and Organisational Measures.
3. Acadex may further develop and adapt the technical and organisational measures during the term of the Agreement in response to technical or organisational changes, provided that the agreed overall level of protection is not reduced.
4. Material changes that significantly affect the level of protection or the agreed processing are documented.
5. Upon request, Acadex provides information that the Controller reasonably requires to assess the appropriateness of the technical and organisational measures implemented.

Section 6 – Subprocessors

1. The Controller grants Acadex general authorisation to engage additional processors within the meaning of Article 28(2) and (4) GDPR.
2. The subprocessors used for the Controller's processing at the beginning of the contractual relationship are listed in Annex 2 – Subprocessors and Provider Configuration.
3. A service or model provider that is technically supported by Acadex does not, for that reason alone, constitute a subprocessor for the Controller. The decisive factor is whether that provider actually processes personal data processed on behalf of the Controller under the configuration applicable to the Controller.
4. Acadex informs the Controller before the intended addition or replacement of a subprocessor relevant to the Controller.
5. The information includes at least the identity of the proposed subprocessor, the purpose of its processing and information about the intended processing location.
6. The Controller may object to such a change on objectively justified data-protection grounds.
7. In the event of an objection, the Parties first seek a technically or organisationally reasonable alternative, in particular through a different configuration or another available provider.
8. If no reasonable alternative is available and the relevant subprocessor cannot be used for justified data-protection reasons, the Parties may terminate the affected part of the service or, where necessary, the contractual relationship in accordance with the Main Agreement.

9. Acadex contractually imposes on engaged subprocessors data-protection obligations equivalent in substance to the obligations under this Agreement that are relevant to the processing concerned.
10. Acadex remains responsible to the Controller for the performance of the data-protection obligations of its subprocessors in accordance with applicable law.

Section 7 – Transfers to Third Countries

1. Personal data is transferred to a country outside the European Economic Area, or to a recipient where the processing otherwise constitutes a transfer to a third country, only on documented instructions from the Controller, unless such processing is required by applicable law.
2. Whether transfers to third countries may occur depends in particular on the provider configuration selected by the Controller.
3. Where the Controller selects a configuration that restricts the processing of conversation content to the European Union or European Economic Area, Acadex technically enforces that restriction for the relevant account or institution.
4. Where providers are used in circumstances involving a transfer to a third country, the transfer takes place only in accordance with the requirements of Chapter V GDPR.
5. The applicable transfer mechanism is documented in Annex 2 or in the provider-specific transfer documentation made available for the agreed configuration. Relevant mechanisms may include in particular an adequacy decision of the European Commission or appropriate safeguards under Article 46 GDPR.
6. Where Standard Contractual Clauses or supplementary measures are required to safeguard a transfer to a third country, Acadex provides the Controller with the relevant information within the scope of its statutory assistance obligations.

Section 8 – Assistance with Data Subject Rights

1. Taking into account the nature of the processing, Acadex assists the Controller by appropriate technical and organisational measures, insofar as this is possible, in fulfilling the Controller's obligations to respond to requests for exercising data subjects' rights under Chapter III GDPR.
2. This includes in particular requests for access, rectification, erasure, restriction of processing, data portability and objection, where the relevant right applies to the processing concerned.
3. If Acadex receives a request from a data subject that clearly concerns processing for which the Controller is responsible, Acadex forwards that request to the Controller without undue delay.
4. Acadex does not respond substantively to such a request on its own initiative unless instructed to do so by the Controller or required by law.
5. Where Acadex functionality allows authorised users to access, correct or delete certain data directly, the Controller may use those technical functions to assist in fulfilling corresponding data-subject rights.

Section 9 – Assistance with Security, Personal Data Breaches and Data Protection Impact Assessments

1. Taking into account the nature of processing and the information available to Acadex, Acadex assists the Controller in ensuring compliance with its obligations under Articles 32 to 36 GDPR.

2. If Acadex becomes aware of a personal data breach affecting personal data processed by Acadex on behalf of the Controller, Acadex informs the Controller without undue delay.
3. To the extent that the information is available at the relevant time, the notification includes a description of the nature of the incident, the affected data or categories of data, affected systems or processing operations, known or likely consequences, measures already taken or planned to contain and remedy the incident, and a contact point for further questions.
4. Where not all information is available at the time of the initial notification, it may be provided in phases as it becomes available.
5. Acadex documents security incidents as part of its incident-response process.
6. Acadex provides reasonable assistance to the Controller, where required, with a data protection impact assessment under Article 35 GDPR and, where necessary, prior consultation with the competent supervisory authority under Article 36 GDPR.

Section 10 – Deletion and Return after the End of Processing

1. At the choice of the Controller, after the end of the provision of services relating to processing, Acadex deletes or returns all personal data processed on behalf of the Controller and deletes existing copies, unless Union or Member State law requires storage of the personal data.
2. The Controller communicates its choice of deletion or return. The practical format and procedure for return may be agreed having regard to the nature of the data and the technical capabilities of the service; this does not limit the Controller's choice under Article 28(3)(g) GDPR.
3. After the end of processing, personal data is removed from active production systems in accordance with the agreed deletion processes.
4. Data may remain in existing backup copies until the end of the applicable retention period. Such backup copies are not used for normal production operations and are deleted or replaced through the applicable backup rotation when their retention period expires.
5. If a backup copy must be restored, Acadex takes technically appropriate steps to ensure that data that had previously been validly deleted is not permanently reintroduced into ongoing production use.
6. Statutory retention obligations remain unaffected. Data subject to such an obligation is restricted from other purposes or is no longer processed on behalf of the Controller to the extent technically and legally required.

Section 11 – Demonstration of Compliance and Audits

1. Acadex makes available to the Controller the information necessary to demonstrate compliance with the obligations laid down in Article 28 GDPR and this Agreement.
2. Such information may include in particular the current Technical and Organisational Measures, information about engaged subprocessors, relevant security and processing documentation, and other reasonable evidence concerning the agreed measures.
3. The Controller may audit compliance with this Agreement to a reasonable extent itself or through an independent auditor appointed by it.
4. Audits should in principle first be conducted on the basis of existing documentation and evidence.

5. If that documentation is insufficient for a reasonable audit, additional audit measures, including an inspection, may be agreed.
6. The Controller normally gives reasonable advance notice of such audits unless a specific security incident, a substantiated suspicion of a material breach of obligations, or an order from a competent authority requires an audit on shorter notice.
7. Audits are conducted in a manner that does not unreasonably interfere with normal operations, system security, or the rights of other customers.
8. Auditors who are not themselves part of the Controller must be bound by confidentiality and must not be in a direct competitive relationship with Acadex, unless the involvement of such an auditor is required by law or a competent authority.
9. Acadex informs the Controller without undue delay if, in Acadex's opinion, an instruction relating to an audit infringes the GDPR or other applicable data-protection provisions.

Section 12 – Amendments to this Data Processing Agreement

1. Amendments and additions to this Agreement, including its Annexes, must be made at least in text form within the meaning of applicable German law, unless a stricter form is required by law.
2. Purely technical developments of the measures described in Annex 3 do not require an amendment to this Agreement provided that the agreed level of protection is not reduced.
3. Changes to subprocessors used for the Controller are governed by Section 6.
4. Changes to the provider configuration selected by the Controller are documented and constitute corresponding instructions from the Controller within the selection options provided for contractually.

Section 13 – Order of Precedence and Relationship to the Main Agreement

1. This Data Processing Agreement supplements the Main Agreement between the Parties for the use of Acadex.
2. In the event of a conflict between this Data Processing Agreement and the Main Agreement, this Data Processing Agreement prevails with respect to the processing of personal data on behalf of the Controller.
3. Mandatory provisions of applicable data-protection law remain unaffected.

Section 14 – Final Provisions

1. This Data Processing Agreement is governed by the law agreed in the Main Agreement. If the Main Agreement contains no different choice of law, German law applies.
2. The jurisdiction and powers of supervisory authorities provided for under the GDPR remain unaffected.
3. If any provision of this Agreement is or becomes invalid or unenforceable, the remaining provisions remain unaffected.

Annex 1 – Description of Processing

1. Subject Matter of Processing

Provision and operation of the Acadex platform for users authorised by the Controller. Acadex assists users in particular with researching, analysing and evaluating scholarly publications and bibliographic data, and with processing their own scholarly documents and conversation content.

2. Nature and Purpose of Processing

- Creation and administration of personal user accounts
- Storage and provision of conversations
- Processing of inputs to generate responses
- Storage and retrieval of memories or persistent working context
- Processing of uploaded documents
- Processing of bibliographic data in connection with queries
- Creation of comparisons, calculations and visualisations
- Administration of personal watchlists
- Provision of notifications where enabled
- Technical authentication and authorisation checks
- Error analysis and maintenance of technical operation

2.1 Separation of Acadex Product Metrics

Conversation content, uploaded documents, saved memories, watchlists, research queries and other substantive research content processed on behalf of the Controller are not used by Acadex for its own Product Analytics purposes.

Outside processing on behalf of the Controller, Acadex may derive deliberately limited operational, product and business metrics from technical account, contract, billing and usage states. These may include in particular registration, activation, plan start, plan changes and cancellation, as well as aggregated metrics derived from those states.

Acadex does not analyse conversation content, document content, saved memories, research topics, bibliographic search terms or individual click paths for these own metrics. To the extent that Acadex determines the purposes and means of this processing itself, Acadex acts as controller and describes the processing in its Privacy Policy.

3. Duration

For the duration of the underlying contractual relationship or until the relevant data is deleted on instruction or through an applicable user action. To the extent that data remains in backup copies, the backup and deletion periods described in the Technical and Organisational Measures also apply.

4. Categories of Data Subjects

- Researchers
- Research staff
- Students
- Teaching staff
- Employees of the Controller
- Administrators of institutional accounts
- Other persons authorised by the Controller to use Acadex

- Other persons whose personal data may be contained in content entered or uploaded by authorised users

5. Categories of Personal Data

Account and Profile Data

- Name
- Email address
- Language settings
- Time zone
- Internal user identifier
- Password hash
- Account and plan assignment

Usage and Content Data

- Conversation inputs
- Generated responses
- Conversation context
- Saved memories
- Watchlists
- Individual settings
- Uploaded documents and their contents

Research-related Data

- Researchers selected or referenced by the user
- Publications
- Citation relationships
- Search queries
- Research interests and working context to the extent that they relate to an identifiable user

Technical Data

- IP addresses, in particular where processed for rate limiting and security purposes
- Technical timestamps
- Internal identifiers
- Error and diagnostic data
- Authentication and session information

Note: Acadex's own Product Metric states fall within this Annex only to the extent that they are necessary for the processing carried out on behalf of the Controller itself. Acadex's independent product and business metrics described in Section 2.1 are not part of the processing carried out on behalf of the Controller.

6. Special Categories of Personal Data

Acadex is not designed to process special categories of personal data within the meaning of Article 9 GDPR as a separate purpose of processing. However, authorised users may enter or upload content in conversations or documents that contains such data. The Controller is responsible for determining whether, and under which conditions, such use is lawful. Before an institutional configuration is approved for production use, the Parties should determine whether special-category data should be restricted technically or contractually for that institutional account.

Annex 2 – Subprocessors and Provider Configuration

1. General Principle

Acadex supports multiple external model providers and technical processing paths. Technical support for a provider does not automatically mean that the provider processes personal data processed on behalf of the Controller. Only providers and processing profiles that are expressly approved for the Controller under this Annex and technically enabled by Acadex may be used. A processing profile must also have been implemented and verified by Acadex as available for the relevant contractual requirements before it can be selected. The configuration is technically enforced by Acadex.

2. Hosting

STRATO GmbH

Purpose: Operation of Acadex infrastructure, databases and backups

Registered location: Germany

Processing: Germany

Status: in use

STRATO provides the infrastructure on which the central Acadex systems are operated.

3. Model Providers

3.1 Mistral AI

Provider: Mistral AI, France

Purpose: Processing of AI requests

Use of inputs and outputs for model training: disabled

Status: configuration-dependent; contractual availability must be confirmed

Mistral EU profile: Where this profile has been implemented, verified as available and selected for the institutional account, Mistral may be used to process conversation content within a correspondingly restricted European processing profile. Only API functions and settings compatible with the agreed geographic requirements are used. Features requiring incompatible processing are not used for this profile. Where agreed and enabled by the provider, Zero Data Retention may additionally be used for supported stateless API requests.

3.2 OpenAI

Contracting entity: OpenAI Ireland Ltd.

Purpose: Processing of AI requests

Use of API content for model training: disabled by default

Status: configuration-dependent; contractual availability must be confirmed

OpenAI Standard profile: Where the standard OpenAI API is used, Acadex does not impose an additional geographic processing restriction through this profile.

OpenAI EU profile: Where the required OpenAI capabilities are enabled for the relevant Acadex project, the route has been implemented and verified, and the profile is selected for the Controller, Acadex may process requests through OpenAI's European infrastructure. Only supported models and API endpoints

are used and requests are routed through the applicable European endpoint. The regional commitment applies to Customer Content within the scope documented by OpenAI. Provider system, usage and billing metadata may fall outside that regional commitment.

3.3 Anthropic

Provider: Anthropic

Purpose: Processing of AI requests

Use of commercial API content for model training: disabled by default

Standard storage location: United States

Standard retention for API inputs and outputs: generally up to 30 days, subject to documented exceptions and alternative contractual arrangements

Status: configuration-dependent; contractual availability must be confirmed

Anthropic Standard profile: The direct Anthropic API may be used for accounts for which exclusive processing of conversation content within the European Union has not been agreed. It is not used as part of a strict EU processing profile.

3.4 Claude via Google Cloud

Acadex contracting entity: Google Cloud EMEA Limited, Dublin, Ireland

Model provider: Anthropic

Purpose: Processing of AI requests through a partner model made available by Google Cloud

Status: configuration-dependent; contractual availability must be confirmed

Claude EU profile: Where this profile has been implemented, verified as available and selected for the Controller, Acadex may use a Google Cloud EU multi-region endpoint for supported Claude models. Model processing is restricted to the EU multi-region as defined by Google for the relevant endpoint. Only models and features for which Google supports the agreed geographic processing are enabled. Global endpoints are not used for this profile.

3.5 Google Gemini

Contracting entity: Google Cloud EMEA Limited, Dublin, Ireland

Purpose: Processing of AI requests

Use of Customer Data for model training: not without the customer's prior permission or instruction

Status: configuration-dependent; contractual availability must be confirmed

Gemini Standard profile: For accounts without additional geographic requirements, the standard Gemini integration may be used where enabled.

Gemini EU profile: Where this profile has been implemented, verified as available and selected for an institutional account requiring processing within the European Union, Acadex uses the applicable Google Cloud EU multi-region endpoint. Only models and features for which Google supports processing within the agreed geographic boundary are used. Global endpoints are not used for this profile. Features involving additional storage or incompatible processing conditions may be technically disabled.

4. Controller Configuration

The following processing profiles are approved for the Controller. In the final signed Annex, only profiles that have been confirmed by Acadex as technically available and are actually approved for this

Controller should remain listed; unselected or unavailable profiles should be removed. A profile described elsewhere in this Annex does not become part of the Controller's processing chain merely because Acadex supports or plans to support it.

- ☐ Mistral EU
- ☐ OpenAI EU
- ☐ Claude EU via Google Cloud
- ☐ Gemini EU via Google Cloud
- ☐ Mistral Standard
- ☐ OpenAI Standard
- ☐ Anthropic Standard
- ☐ Gemini Standard

Geographic Requirement

- ☐ Conversation content may be processed only within the European Union.
- ☐ Processing within the EU/EEA, including any additionally agreed territories, is permitted.
- ☐ No additional geographic restriction beyond applicable legal requirements.
- ☐ Other requirement: _____

Additional Restrictions

- ☐ Do not use features that require storage of model requests by the external model provider.
- ☐ Use only provider configurations in which use of customer inputs and outputs for model training is disabled.
- ☐ Other restriction: _____

International Transfer Mechanism (where applicable)

- ☐ No transfer outside the EU/EEA occurs under the approved configuration.
- ☐ Adequacy decision / recognised adequacy mechanism: _____
- ☐ Standard Contractual Clauses or other Article 46 safeguards: _____
- ☐ Other transfer mechanism or supplementary measure: _____

Only mechanisms relevant to the processing profiles actually approved for the Controller should remain in the final signed Annex.

5. Changes

An additional processing profile may be enabled for the Controller only within the agreed configuration, on documented instruction, and after the profile has been implemented and verified by Acadex as available for the relevant requirements.

If enabling the profile requires a new subprocessor, the information and objection procedure agreed in this Data Processing Agreement applies.

An expansion of the model providers technically supported by Acadex does not automatically change the processing permitted for the Controller.

Annex 3 – Technical and Organisational Measures

The “Technical and Organisational Measures pursuant to Article 32 GDPR”, Version 2.1 dated 25 September 2026, attached separately to this Agreement apply.

That Annex forms an integral part of this Data Processing Agreement.

Signatures

For the Controller	For Acadex Solutions UG (haftungsbeschränkt)
Place, date: _____	Place, date: _____
Name / signature: _____	Philipp Meister / _____

Note: This working draft does not replace individual legal advice. Before use, legal review should address in particular the allocation of controller and processor roles, including the separation of Acadex's own Product Metrics, the engagement of subprocessors, international-transfer mechanisms, and the handling of special categories of personal data.