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Data Processing Addendum

Effective date: November 10, 2025

Last modified date: November 10, 2025

This Data Processing Addendum (“DPA”) supplements the [Terms of Service](#) or other written or digital agreement (the “[Agreement](#)”) entered into by and between the customer identified in the Agreement (“[Customer](#)”) and AssemblyAI Inc. (“[AssemblyAI](#)”) (together with Customer, the “[Parties](#)”). This DPA incorporates the terms of the Agreement, and any capitalized terms that are used but not defined in this DPA shall have the meanings set forth in the Agreement.

1. DEFINITIONS

1.1 “Authorized Subprocessor” means a third-party entity engaged by AssemblyAI to process Personal Data in order to provide the Services and that has been approved by Customer in accordance with Section 6.

1.2 “AssemblyAI Account Data” means personal data that relates to AssemblyAI’s relationship with Customer, including the names or contact information of individuals authorized by Customer to access Customer’s account and billing information of individuals that Customer has associated with its account.

1.3 “Data Privacy Framework” means, as applicable, EU-U.S. Data Privacy Framework, the UK Extension to the EU-U.S. Data Privacy Framework, and/or the Swiss-U.S. Data Privacy Framework.

1.4 “Data Subject” means a natural person whose Personal Data is protected by Privacy Laws. For the avoidance of doubt, “Data Subject” includes the term “Consumer” under Privacy Laws.

1.5 “Data Subject Request” means a request from a Data Subject to exercise their rights over Personal Data afforded pursuant to Privacy Laws.

1.6 “EU SCCs” means standard contractual clauses approved by the European Commission in Commission Decision 2021/914 dated 4 June 2021, for transfers of personal data to countries not otherwise recognized as offering an adequate level of protection for personal data by the European Commission (as amended and updated from time to time), as modified by Section 9 of this DPA.

1.7 “ex-EEA Transfer” means the transfer of Personal Data subject to the GDPR from the European Economic Area (the “EEA”), to a country where the transfer is not governed by an adequacy decision made by the European Commission in accordance with the relevant provisions of the GDPR.

1.8 “ex-UK Transfer” means the transfer of Personal Data subject to Chapter V of the UK GDPR from outside the United Kingdom (the “UK”) where such transfer is not governed by an adequacy decision made by the Secretary of State in accordance with the relevant provisions of the UK GDPR and the Data Protection Act 2018.

1.9 “Personal Data” means any Customer Data that relates to an identified or identifiable Data Subject and constitutes “personal data,” “personal information,” or equivalent term under Privacy Laws. For purposes of this DPA, “Personal Data” shall not include Protected Health Information (as defined in the BAA) to the extent the Parties have an effective BAA in place with respect to the Agreement.

1.10 “Privacy Laws” means any applicable laws and regulations in any relevant jurisdiction relating to the processing of Personal Data including, each to the extent applicable: (i) the General Data Protection Regulation (Regulation (EU) 2016/679) (“EU GDPR”) and the EU GDPR as it forms part of the law of England and Wales by virtue of section 3 of the European Union (Withdrawal) Act 2018 (the “UK GDPR”) (together, collectively, the “GDPR”), (ii) the Swiss Federal Act on Data Protection, (iii) the UK Data Protection Act 2018, (iv) the Privacy and Electronic Communications (EC Directive) Regulations 2003, (v) U.S. state comprehensive privacy laws, such as the California Consumer Privacy Act, as amended by the California Privacy Rights Act of 2020 (the “CCPA”), in each case, as updated, amended or replaced from time to time. The terms “affiliates,” “business purpose,” “Controller,” “Processor,” “process” or “processing,” “sell,” “share,” or “supervisory authority,” and “Personal Data Breach” shall have the meanings set forth for those or equivalent terms under Privacy Laws. For the avoidance of doubt, the terms “Controller” and “Processor” include “Business” and “Service Provider,” respectively, as defined in the CCPA.

1.11 “Standard Contractual Clauses” means, as applicable, the EU SCCs and the UK SCCs.

1.12 “UK Addendum” means the template International Data Transfer Addendum issued by the Information Commissioner and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 2 February 2022 (as may be amended from time to time), as completed by Exhibit D.

1.13 “UK SCCs” means the EU SCCs, as amended by the UK Addendum.

2. ROLE OF THE PARTIES; DESCRIPTION OF PROCESSING

2.1 Except as expressly set forth in this DPA or the Agreement, with respect to Personal Data, Customer is the Controller and AssemblyAI is a Processor, or to the extent Customer is a Processor to a third-party Controller, AssemblyAI is a subprocessor.

2.2 AssemblyAI shall process Personal Data only (i) for purposes set forth in the Agreement, (ii) in a manner consistent with the documented instructions provided by Customer, which shall include the Agreement and this DPA, and (iii) as required by Privacy Laws or a supervisory authority; in such case, AssemblyAI shall inform Customer of that legal requirement before processing to the extent legally permitted. The subject matter, nature, purpose, and duration of this processing, as well as the types of Personal Data collected and categories of Data Subjects involved, are described in Exhibit A to this DPA.

3. CUSTOMER'S OBLIGATIONS

Customer shall, in its use of the Services, at all times process Personal Data, and provide instructions for the processing of Personal Data, in compliance with Privacy Laws. Customer shall ensure that the processing of Personal Data in accordance with Customer's instructions will not cause AssemblyAI to be in breach of the Privacy Laws. Customer is solely responsible for the accuracy, quality, and legality of (i) the Personal Data provided to AssemblyAI by or on behalf of Customer, (ii) the means by which Customer acquired any such Personal Data, and (iii) the instructions it provides to AssemblyAI regarding the processing of such Personal Data. AssemblyAI shall immediately notify Customer if an instruction, in AssemblyAI's opinion, infringes Privacy Laws or instruction of a supervisory authority. Customer shall not provide or make available to AssemblyAI any Personal Data in violation of the Agreement or otherwise inappropriate for the nature of the Services. AssemblyAI shall immediately notify Customer if an instruction, in AssemblyAI's opinion, infringes Privacy Laws or instruction of a supervisory authority.

4. USE OF PERSONAL DATA

AssemblyAI shall not: (i) sell or share Personal Data; (ii) retain, use, or disclose Personal Data outside of AssemblyAI's direct business relationship with Customer or for any purpose other for a business purpose under the CCPA on behalf of Customer or than as necessary to perform the Services for Customer pursuant to the Agreement, except as otherwise permitted in Agreement or by Privacy Laws; and (iii) combine Personal Data received from, or on behalf of, Customer with Personal Data that it receives from, or on behalf of, another party or person, except as necessary to provide the Services or as otherwise instructed by Customer.

5. AUDIT

5.1 AssemblyAI shall maintain records sufficient to demonstrate its compliance with its obligations under this DPA. Upon Customer's written request at reasonable intervals, and subject to reasonable confidentiality controls, AssemblyAI shall, either (i) make available for Customer's review copies of certifications or reports demonstrating AssemblyAI's compliance with prevailing data security standards applicable to the processing of Personal Data, or (ii) if the provision of reports or certifications pursuant to (i) is not reasonably sufficient under Privacy Laws, allow Customer's independent third party representative to conduct an audit or inspection of AssemblyAI's data security infrastructure and procedures that is sufficient to demonstrate AssemblyAI's compliance with its obligations under Privacy Laws, provided that (a) Customer provides reasonable prior written notice of any such request for an audit and such inspection shall not be unreasonably disruptive to AssemblyAI's business; (b) such audit shall only be performed during business hours and occur no more than once per calendar year; and (c) such audit shall be restricted to data relevant to Customer. Customer shall be responsible for the costs of any such audits or inspections, including without limitation a reimbursement to AssemblyAI for any time expended for on-site audits. If Customer and AssemblyAI have entered into Standard Contractual Clauses as described in Section 9 (Transfers of Personal Data), the parties agree that the audits described in Clause 8.9 of the EU SCCs shall be carried out in accordance with this Section 5.2.

5.2 To the extent permitted under Privacy Laws, if Customer determines that AssemblyAI is processing Personal Data in an unauthorized manner, Customer may, taking into account nature of AssemblyAI's processing and the nature of the Personal Data processed by AssemblyAI on behalf of Customer, and upon providing prior written notice, take commercially reasonable and appropriate steps to stop and remediate such unauthorized processing as set forth in this DPA.

6. AUTHORIZED SUBPROCESSORS

6.1 Customer acknowledges and agrees that AssemblyAI may (1) engage its affiliates as well as the Authorized Subprocessors listed in Exhibit B to this DPA to access and process Personal Data in connection with the Services and (2) from time to time engage additional third parties for the purpose of providing the Services, including without limitation the processing of Personal Data pursuant to Section 6.2. By way of this DPA, Customer provides general written authorization to AssemblyAI to engage subprocessors as necessary to perform the Services.

6.2 A list of AssemblyAI's current Authorized Subprocessors (the "List") will be made available to Customer, at the following link: <https://www.assemblyai.com/trust>, or other means as notified to Customer. Such List may be updated by AssemblyAI from time to time. AssemblyAI may provide a mechanism to subscribe to notifications of new Authorized Subprocessors and Customer agrees to subscribe to such notifications where available. At least ten (10) days before enabling any third party other than existing Authorized Subprocessors to access or participate in the processing of Personal Data, AssemblyAI will add such third party to the List and notify Customer via the email address subscribed to receive notifications of New Subprocessors as described herein. Customer may object to such an engagement by informing AssemblyAI within ten (10) days of receipt of the aforementioned notice to Customer, provided such objection is in writing and based on reasonable grounds relating to data protection. If Customer does not object during this period, that third party will be deemed an Authorized Subprocessor. Customer acknowledges that certain subprocessors are essential to providing the Services and that objecting to the use of a subprocessor may prevent AssemblyAI from offering the Services to Customer.

6.3 If Customer reasonably objects to an engagement in accordance with Section 6.2, and AssemblyAI cannot provide a commercially reasonable alternative within a reasonable period of time, Customer may discontinue the use of the affected Service by providing written notice to AssemblyAI. Discontinuation shall not relieve Customer of any fees owed to AssemblyAI under the Agreement.

6.4 AssemblyAI will enter into a written agreement with the Authorized Subprocessor imposing on the Authorized Subprocessor data protection obligations comparable to those imposed on AssemblyAI under this DPA with respect to the protection of Personal Data. In case an Authorized Subprocessor fails to fulfill its data protection obligations under such written agreement with AssemblyAI, AssemblyAI will remain liable to Customer for the performance of the Authorized Subprocessor's obligations under such agreement.

6.5 If Customer and AssemblyAI have entered into Standard Contractual Clauses as described in Section 9 (Transfers of Personal Data), (i) the above authorizations will constitute Customer's prior written consent to the subcontracting by AssemblyAI of the processing of Personal Data if such consent is required under the Standard Contractual Clauses, and (ii) the parties agree that the copies of the agreements with Authorized Subprocessors that must be provided by AssemblyAI to Customer pursuant to Clause 9(c) of the EU SCCs may have commercial information, or information unrelated to the Standard Contractual Clauses or their equivalent, removed by AssemblyAI beforehand, and that such copies will be provided by AssemblyAI only upon request by Customer.

7. CONFIDENTIALITY; SECURITY OF PERSONAL DATA

7.1 AssemblyAI shall ensure that any person it authorizes to process Personal Data has agreed to protect Personal Data in accordance with AssemblyAI's confidentiality obligations in the Agreement. Customer agrees that AssemblyAI may disclose Personal Data to its advisers, auditors, and similar third parties as reasonably required to comply with its obligations under Data Protection Laws and this DPA, subject to confidentiality obligations in accordance with this DPA.

7.2 Taking into account the state of the art, the costs of implementation and 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, AssemblyAI shall maintain appropriate technical and organizational measures to ensure a level of security appropriate to the risk of processing Personal Data, as described in Exhibit C.

8. PERSONAL DATA BREACH

8.1 In the event of a Personal Data Breach, AssemblyAI shall, without undue delay, inform Customer of the Personal Data Breach and take such steps as AssemblyAI in its sole discretion deems necessary and reasonable to remediate such Personal Data Breach, to the extent that remediation is within AssemblyAI's reasonable control.

8.2 In the event of a Personal Data Breach, AssemblyAI shall, taking into account the nature of the processing and the information available to AssemblyAI, provide Customer with reasonable cooperation and assistance necessary for Customer to comply with its obligations under Privacy Laws with respect to notifying (i) the relevant supervisory authority or regulatory agency and (ii) Data Subjects affected by such Personal Data Breach without undue delay.

8.3 The obligations described in Sections 8.1 and 8.2 shall not apply in the event that a Personal Data Breach results from the actions or omissions of Customer. AssemblyAI's obligation to report or respond to a Personal Data Breach under Sections 8.1 and 8.2 will not be construed as an acknowledgement by AssemblyAI of any fault or liability with respect to the Personal Data Breach.

9. TRANSFERS OF PERSONAL DATA

9.1 The parties agree that AssemblyAI may transfer Personal Data processed under this DPA outside the EEA, the UK, or Switzerland as necessary to provide the Services. Customer acknowledges that AssemblyAI's primary processing operations take place in the United States, and that the transfer of Personal Data to the United States is necessary for the provision of the Services to Customer. If AssemblyAI transfers Personal Data protected under this DPA to a jurisdiction for which the European Commission has not issued an adequacy decision, AssemblyAI will ensure that appropriate safeguards have been implemented for the transfer of Personal Data in accordance with Privacy Laws.

9.2 Ex-EEA Transfers. The Parties agree that ex-EEA Transfers shall either be made pursuant to (i) the Data Privacy Framework to the extent the recipient of the ex-EEA Transfer is certified accordingly, or (ii) the EU SCCs, which are

deemed entered into (and incorporated herein by reference) and completed as follows:

- 9.2.1 Module One (Controller to Controller) of the EU SCCs applies when AssemblyAI is processing Personal Data as a controller pursuant to Section 9 of this DPA.
- 9.2.2 Module Two (Controller to Processor) of the EU SCCs applies when Customer is a controller and AssemblyAI is a processor of Personal Data in accordance with Section 2 of this DPA.
- 9.2.3 Module Three (Processor to Subprocessor) of the EU SCCs applies when Customer is a processor and AssemblyAI is a subprocessor of Personal Data in accordance with Section 2 of this DPA.

9.3 For each module, where applicable the following applies:

- 9.3.1 The optional docking clause in Clause 7 does not apply.
- 9.3.2 In Clause 9, Option 2 (general written authorization) applies, and the minimum time period for prior notice of subprocessor changes shall be as set forth in Section 6.1 of this DPA.
- 9.3.3 In Clause 11, the optional language does not apply.
- 9.3.4 All square brackets in Clause 13 are hereby removed.
- 9.3.5 In Clause 17 (Option 1), the EU SCCs will be governed by the laws of the Republic of Ireland.
- 9.3.6 In Clause 18(b), disputes will be resolved before the courts of the Republic of Ireland.
- 9.3.7 Exhibit B to this DPA contains the information required in Annex I of the EU SCCs.
- 9.3.8 Exhibit C to this DPA contains the information required in Annex II of the EU SCCs,
- 9.3.9 By entering into this DPA, the Parties are deemed to have signed the EU SCCs incorporated herein, including their Annexes.

9.4 Ex-UK Transfers. The Parties agree that ex-UK Transfers shall either be made pursuant to (i) the Data Privacy Framework to the extent that recipient of the ex-UK Transfer is certified accordingly, or (ii) the UK SCCs, which are deemed entered into and incorporated herein by reference. The UK Addendum (including the EU SCCs incorporated into it) is (1) governed by the laws of England and Wales and (2) any dispute arising from it is resolved by the courts of England and Wales.

9.5 Transfers from Switzerland. The Parties agree that transfers from Switzerland shall either be made pursuant to (i) the Data Privacy Framework to the extent that recipient of the transfer from Switzerland is certified accordingly, or (ii) the EU SCCs with the following modifications:

- 9.5.1 The terms “General Data Protection Regulation” or “Regulation (EU) 2016/679” as utilized in the EU SCCs shall be interpreted to include the Federal Act on Data Protection of 19 June 1992 (the “FADP,” and as revised as of 25 September 2020, the “Revised FADP”) with respect to data transfers subject to the FADP.
- 9.5.2 Clause 13 of the EU SCCs is modified to provide that the Federal Data Protection and Information Commissioner (“FDPIC”) of Switzerland shall have authority over data transfers governed by the FADP and the appropriate EU supervisory authority shall have authority over data transfers governed by the GDPR. Subject to the foregoing, all other requirements of Clause 13 shall be observed.
- 9.5.3 The term “EU Member State” as utilized in the EU SCCs shall not be interpreted in such a way as to exclude Data Subjects in Switzerland from exercising their rights in their place of habitual residence in accordance with Clause 18(c) of the EU SCCs.

9.6 Supplementary Measures. In respect of any transfer of Personal data made pursuant to the Standard Contractual Clauses, the following supplementary measures shall apply:

- 9.6.1 As of the date of this DPA, AssemblyAI has not received any formal legal requests from any government intelligence or security service/agencies in the country to which the Personal Data is being exported, for access to (or for copies of) such Personal Data (“Government Agency Requests”).
- 9.6.2 If AssemblyAI receives a Government Agency Request, AssemblyAI shall attempt to redirect the government agency to Customer. As part of this effort, AssemblyAI may provide Customer’s basic contact information to the government agency. If AssemblyAI is compelled to disclose Personal Data, to the extent legally permitted, AssemblyAI shall notify Customer of the demand and reasonably cooperate to allow Customer to seek a protective order or other appropriate remedy. AssemblyAI shall not voluntarily disclose Personal Data to any law enforcement or government agency. The Parties shall determine whether all or any transfers of Personal Data pursuant to this DPA should be suspended in the light such a Government Agency Request.
- 9.6.3 The Parties will confer as appropriate to consider whether: (i) the protection afforded by the laws of the country of AssemblyAI to data subjects whose Personal Data is being transferred is sufficient to provide broadly equivalent protection to that afforded in the EEA or the UK, as applicable; (ii) additional measures are reasonably necessary for the transfer to comply with Privacy Laws; and (iii) it is still appropriate for Personal Data to be transferred to the relevant AssemblyAI, taking into account all relevant information available, including guidance by supervisory authorities, to the Parties.
- 9.6.4 If either (i) any of the means of legitimizing a transfer cease to be valid or (ii) any supervisory authority requires transfers of Personal Data pursuant to those means to be suspended, the Parties agree to amend the means of legitimizing transfers in accordance with Privacy Laws. To the extent necessary to ensure the enforceability of the Standard Contractual Clauses, the Parties shall execute the Standard Contractual Clauses as a separate agreement.

10. DATA PROTECTION ASSESSMENTS

Taking into account the nature of AssemblyAI's processing and the information available to AssemblyAI, AssemblyAI shall reasonably cooperate with Customer to conduct any data protection or privacy impact assessments as required by Privacy Laws, including by providing Customer with information and documents necessary for such assessments that Customer cannot otherwise obtain without AssemblyAI's assistance. Notwithstanding the foregoing, Customer and AssemblyAI each remain responsible only for the measures respectively allocated to them under Privacy Laws pertaining to any such assessment.

11. DATA SUBJECT REQUEST

11.1 AssemblyAI shall, to the extent permitted by Privacy Laws, notify Customer upon receipt of a Data Subject Request. If AssemblyAI receives a Data Subject Request in relation to Personal Data, AssemblyAI will advise the Data Subject to submit their request to Customer and Customer will be responsible for responding to such request, including, where necessary, by using the functionality of the Services. Customer is solely responsible for ensuring that Data Subject Requests are communicated to AssemblyAI, and, if applicable, for ensuring that a record of consent to processing is maintained with respect to each Data Subject.

11.2 AssemblyAI shall, at the request of Customer, and taking into account the nature of the processing applicable to any Data Subject Request, apply appropriate technical and organizational measures to assist Customer in complying with Customer's obligation to respond to such Data Subject Request and/or in demonstrating such compliance, where possible, *provided that* (i) Customer is itself unable to respond without AssemblyAI's assistance and (ii) AssemblyAI is able to do so in accordance with all applicable laws, rules, and regulations. Customer shall be responsible to the extent legally permitted for any costs and expenses arising from any such assistance by AssemblyAI.

12. RETURN OR DESTRUCTION OF PERSONAL DATA

Upon the termination or expiration of the Agreement and as specified by Customer, AssemblyAI shall return or delete Personal Data, unless further storage of such Personal Data is required or authorized by applicable law. If return or destruction is impracticable or prohibited by law, rule or regulation, AssemblyAI shall take measures to block such Personal Data from any further processing (except to the extent necessary for its continued hosting or processing required by law, rule or regulation) and shall continue to appropriately protect the Personal Data remaining in its possession, custody, or control. If Customer and AssemblyAI have entered into Standard Contractual Clauses as described in Section 9 (Transfers of Personal Data), the parties agree that the certification of deletion of Personal Data that is described in Clause 8.1(d) and Clause 8.5 of the EU SCCs (as applicable) shall be provided by AssemblyAI to Customer only upon Customer's request.

13. ASSEMBLYAI'S ROLE AS A CONTROLLER

The parties acknowledge and agree that with respect to AssemblyAI Account Data and Usage Data, AssemblyAI is an independent controller, not a joint controller with Customer. AssemblyAI will process AssemblyAI Account Data and Usage Data as a controller (i) to manage the relationship with Customer; (ii) to carry out AssemblyAI's core business operations, such as accounting, audits, tax preparation and filing and compliance purposes; (iii) to monitor, investigate, prevent and detect fraud, security incidents and other misuse of the Services, and to prevent harm to Customer; (iv) for identity verification purposes; (v) to comply with legal or regulatory obligations applicable to the processing and retention of Personal Data to which AssemblyAI is subject; and (vi) as otherwise permitted under Privacy Laws and in accordance with this DPA and the Agreement. AssemblyAI may also process Usage Data as a controller to provide, optimize, and maintain the Services, to the extent permitted by Privacy Laws. Any processing by AssemblyAI as a controller shall be in accordance with AssemblyAI's privacy policy currently available at www.assemblyai.com/legal/privacy-policy, as applicable.

14. MISCELLANEOUS

In the event of any conflict or inconsistency among the following documents, the order of precedence will be: (1) the applicable terms in the Standard Contractual Clauses; (2) the terms of this DPA; (3) the Agreement, and (4) AssemblyAI's privacy policy. Any claims brought in connection with this DPA will be subject to the Agreement, including, but not limited to, the exclusions and limitations set forth in the Agreement.

EXHIBIT A

Details of Processing

Nature and Purpose of Processing: AssemblyAI will process Personal Data as necessary to provide the Services under the Agreement, for the purposes specified in the Agreement and this DPA, and in accordance with Customer's instructions as set forth in this DPA. The nature of processing includes, without limitation:

- Receiving data, including collection, accessing, retrieval, recording, and data entry
- Holding data, including storage, organization and structuring
- Using data, including analysis, consultation, testing,

Updating data, including correcting, adaptation, alteration, alignment and combination
 Protecting data, including restricting, encrypting, and security testing
 Sharing data, including disclosure, dissemination, allowing access or otherwise making available
 Returning data to the data exporter or data subject
 Erasing data, including destruction and deletion

Duration of Processing: AssemblyAI will process Personal Data (i) to provide the Services to Customer under the Agreement; (ii) as instructed by Customer, and (iii) to comply with applicable law or regulation. AssemblyAI Account Data and Usage Data will be processed and stored as set forth in AssemblyAI's privacy policy.

Categories of Data Subjects: Customer employees, contractors, and other personnel, Customer end users.

Categories of Personal Data: AssemblyAI processes Personal Data contained in AssemblyAI Account Data, Usage Data, and any Personal Data provided by Customer (including any Personal Data Customer collects from its end users and processes through its use of the Services) or collected by AssemblyAI in order to provide the Services or as otherwise set forth in the Agreement or this DPA. Categories of Personal Data include name, location, email address, phone number, address, occupation, title, and Personal Data that may be included in transcripts and or video/voice files.

Sensitive Data or Special Categories of Data: None, except as submitted at the sole discretion of Customer in compliance with the Agreement and applicable law or regulation, including Data Protection Laws.

EXHIBIT B

The following includes the information required by Annex I and Annex III of the EU SCCs, and Table 1, Annex 1A, and Annex 1B of the UK Addendum.

1. The Parties

Data exporter(s):

Name: Customer

Address: As designated in Agreement or Customer's Account Portal

Contact details: As designated in Agreement or Customer's Account Portal

Signature and date: By entering into the DPA, Customer is deemed to have signed these Standard Contractual Clauses incorporated herein.

Role (controller/processor): As provided in Section 2 of this DPA.

Data importer(s):

Name: AssemblyAI

Address: 2261 Market Street #4577, San Francisco, California 94114

Contact details: legal@assemblyai.com

Signature and date: By entering into the DPA, AssemblyAI is deemed to have signed these Standard Contractual Clauses incorporated herein.

Role (controller/processor): As provided in Section 2 of this DPA.

2. Description of the Transfer

Data Subjects	As described in Exhibit A of the DPA.
Categories of Personal Data	As described in Exhibit A of the DPA.
Special Category Personal Data (if applicable)	As described in Exhibit A of the DPA.
Nature of the Processing	As described in Exhibit A of the DPA.
Purposes of Processing	As described in Exhibit A of the DPA.
Duration of Processing and Retention (or the criteria to determine such period)	As described in Exhibit A of the DPA.
Frequency of the transfer	As necessary to provide perform all obligations and rights with respect to Personal Data as provided in the Agreement or DPA.
Recipients of Personal Data Transferred to the Data Importer	https://www.assemblyai.com/trust

3. Competent Supervisory Authority

The supervisory authority shall be the supervisory authority of the Data Exporter, as determined in accordance with Clause 13 of the EU SCCs. The supervisory authority for the purposes of the UK Addendum shall be the UK Information Commissioner's Officer.

4. List of Authorized Subprocessors

Available here: <https://www.assemblyai.com/trust>

EXHIBIT C**Description of the Technical and Organisational Security Measures implemented by the Data Importer**

The following includes the information required by Annex II of the EU SCCs and Appendix II of the UK Addendum.

CATEGORY	DESCRIPTION
1. SECURITY STAFFING AND BACKGROUND	Organizational management and dedicated staff responsible for the development, implementation and maintenance of AssemblyAI's information security program. Employees are subject to background checks prior to employment. Employees must complete management-approved security training during onboarding and revisit such training annually throughout their tenure.
2. AUDIT AND RISK ASSESSMENT	Audit and risk assessment procedures for the purposes of periodic review and assessment of risks to AssemblyAI's organization, monitoring and maintaining compliance with AssemblyAI's policies and procedures, and reporting the condition of AssemblyAI's information security and compliance to internal management.
3. SECURITY CONTROLS	Data security controls which include, at a minimum: Logical segregation of Personal Data between customers; Restricted (e.g. role-based) access and monitoring; and Utilization of encryption technologies for Personal Data that is transmitted over public networks (i.e. the Internet) or when transmitted wirelessly or at rest or stored on portable or removable media (i.e. laptop computers, CD/DVD, USB drives, back-up tapes).
4. ACCESS CONTROLS	Logical access controls designed to manage electronic access to data and system functionality based on authority levels and job functions, (e.g. use of unique IDs and passwords for all users, periodic review and revoking/changing access promptly when employment terminates or changes in job functions occur).
5. PASSWORD SECURITY	Password controls designed to manage and control password strength, expiration and usage in accordance with commercially reasonable and appropriate industry standards.
6. SYSTEM EVENT LOGGING	System audit or event logging and related monitoring procedures to proactively record user access and system activity.
7. PHYSICAL SECURITY	Physical and environmental security of areas containing Personal Data managed by AssemblyAI that are designed to: Protect information assets from unauthorized physical access; Manage, monitor and log movement of persons into and out of AssemblyAI's facilities; and Guard against environmental hazards such as heat, fire and water damage.
8. OPERATIONAL PROCEDURES	Operational procedures and controls designed to provide for configuration, monitoring and maintenance of technology and information systems, including secure disposal of systems and media designed to render data contained therein as undecipherable or unrecoverable prior to final disposal or release from AssemblyAI's possession.
9. CHANGE MANAGEMENT	Change management procedures and tracking mechanisms designed to test, approve and monitor all material changes to AssemblyAI's technology and information assets.
10. INCIDENT RESPONSE	Incident response management procedures designed to allow AssemblyAI to investigate, respond to, mitigate and notify of events related to AssemblyAI's technology and information assets.
11. NETWORK SECURITY	Network security controls that utilize logical access, and other traffic and event correlation procedures designed to protect systems from intrusion and limit the scope of any successful attack.
12. VULNERABILITY MANAGEMENT PROCESSES	Vulnerability assessment, patch management and threat protection technologies, and scheduled monitoring procedures designed to identify, assess, mitigate and protect against identified security threats, viruses and other malicious code; and Third party vulnerability assessments are conducted periodically, and vulnerabilities are remediated as appropriate in accordance with AssemblyAI's internal risk assessment policies.
13. BUSINESS CONTINUITY / DISASTER RECOVERY	Business resiliency/continuity and disaster recovery procedures designed to maintain service and/or recovery from foreseeable emergencies or disasters. AssemblyAI Business Continuity and Disaster Recovery procedures are reviewed and tested annually.

CATEGORY	DESCRIPTION
14. POLICY REVIEW	AssemblyAI's security and privacy policies are reviewed and approved annually for AssemblyAI's business operations.

EXHIBIT D

UK Addendum

International Data Transfer Addendum to the EU Commission Standard Contractual Clauses

Part 1: Tables

Table 1: Parties

Start Date	This UK Addendum shall have the same effective date as the DPA	
The Parties	Exporter	Importer
Parties' Details	Customer	AssemblyAI
Key Contact	See Exhibit B of this DPA	See Exhibit B of this DPA

Table 2: Selected SCCs, Modules and Selected Clauses

EU SCCs	The Version of the Approved EU SCCs which this UK Addendum is appended to as defined in the DPA and completed by Section 6.2 and 6.3 of the DPA.
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Table 3: Appendix Information

Annex 1A: List of Parties	As per Table 1 above
Annex 2B: Description of Transfer	See Exhibit B of this DPA
Annex II: Technical and organisational measures including technical and organisational measures to ensure the security of the data:	See Exhibit C of this DPA
Annex III: List of Sub processors (Modules 2 and 3 only):	See Exhibit B of this DPA

Table 4: Ending this UK Addendum when the Approved UK Addendum Changes

Ending this UK Addendum when the Approved UK Addendum changes	<input checked="" type="checkbox"/> Importer <input checked="" type="checkbox"/> Exporter <input type="checkbox"/> Neither Party
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Part 2: Mandatory Clauses

The Mandatory Clauses of the UK Addendum are incorporated herein by reference.

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