Data Processing Agreement (Template)

This is a generic, unsigned template provided for review purposes. It is completed and signed on a per-client basis before any project involving personal data processing begins.

This Data Processing Agreement ("**DPA**") is entered into by and between:

(1) Controller: Company name: _____ Registered address: _____ Represented by: _____ Contact email: _____

("**Controller**", "**you**")

(2) Processor: Abhinav DigiCompSoft Services Pvt. Ltd. Head Office: 915, Satyaniwas, near Raut Baug, Dhankawadi, Pune 411043, Maharashtra, India Branch Office: Floor 4, Snehangan Building, Katraj–Dehu Road Bypass, Ambegaon Budruk, Pune 411046, Maharashtra, India Represented by: Dr. Deepika Jagtap, Managing Director CIN: U72900PN2012PTC142358 Contact email: europe@abhinavdcs.com

("**Processor**", "**we**", "**us**", "**Abhinav DCS**")

Each a "**Party**", together the "**Parties**".

This DPA supplements and forms part of the underlying services agreement, proposal, statement of work, or master services agreement between the Parties dated _____ (the "**Principal Agreement**"), under which the Processor processes personal data on behalf of the Controller. In the event of any conflict between this DPA and the Principal Agreement regarding the processing of personal data, this DPA prevails.

This DPA is intended to satisfy Article 28(3) of the EU General Data Protection Regulation (GDPR).

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1. Definitions

Terms such as "personal data," "processing," "controller," "processor," "data subject," "personal data breach," and "supervisory authority" have the meanings given to them in the GDPR. "**Sub-processor**" means any processor engaged by the Processor to process personal data on behalf of the Controller in connection with this DPA.

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2. Subject Matter, Duration, Nature and Purpose of Processing

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_____

(e.g. development, hosting, and

Subject matter of processing	support of a product configurator / custom software system)
Duration of processing	For the term of the Principal Agreement, plus any period specified in Section 10 (Deletion and Return of Data)
Nature of processing	Collection, storage, hosting, structuring, retrieval, use, and, where applicable, transmission of personal data as necessary to provide the services described in the Principal Agreement
Purpose of processing	_____ (e.g. to configure, price, and process product orders; to integrate with the Controller's ERP/CRM; to provide support and maintenance)

Categories of Data Subjects

(Tick or specify all that apply)

☐ Controller's employees ☐ Controller's customers / end users ☐ Controller's prospects or contacts ☐ Other: _____

Categories of Personal Data

(Tick or specify all that apply)

☐ Contact details (name, email, phone, job title) ☐ Order and transaction data (quotes, orders, pricing, delivery details) ☐ Technical/usage data (system logs, IP addresses, device data) ☐ Employee/HR data (if the engagement includes an HR or workforce system) ☐ Other: _____

The Controller confirms that no special categories of personal data (Art. 9 GDPR) or data relating to criminal convictions and offences (Art. 10 GDPR) will be processed under this DPA unless separately agreed in writing and subject to additional safeguards.

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3. Processing on Documented Instructions

The Processor shall process personal data only on the Controller's documented instructions, including with regard to transfers of personal data to a third country or international organisation, unless required to do otherwise by applicable law, in which case the Processor shall inform the Controller of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest.

The Principal Agreement, this DPA, and any Order Form or Statement of Work referencing the services constitute the Controller's documented instructions as of the effective date. Any additional or new instructions must be agreed in writing between the Parties.

The Processor shall immediately inform the Controller if, in its opinion, an instruction infringes the GDPR or other applicable data protection law.

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4. Confidentiality

The Processor shall ensure that persons authorised to process personal data under this DPA have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality, and process personal data only as instructed.

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5. Security of Processing (Art. 32 GDPR)

Taking into account the state of the art, costs of implementation, and the nature, scope, context, and purposes of processing, as well as the risk to data subjects, the Processor implements appropriate technical and organisational measures, including:

- Hosting of Controller data on EU/EEA-pinned infrastructure with CSpace (Tallinn, Amsterdam, and/or Stockholm data centres) for EU Controllers, as described in Section 7 below;
- Restricted, role-based access controls limiting access to personal data to personnel who need it to perform the services;
- Encrypted transmission of data where applicable;
- Confidentiality agreements (NDAs) with personnel and contractors involved in the engagement;
- Source code escrow arrangements for the delivered system, ensuring continuity independent of the Processor's own business continuity;
- Defined incident detection and response procedures;
- _____ (space for any additional, project-specific measures — e.g. backup and disaster recovery, encryption at rest, penetration testing, access logging).

Full detail of security measures applicable to a specific engagement may be set out in an Annex to this DPA or in the Principal Agreement.

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6. Sub-Processors

The Controller provides general authorisation for the Processor to engage the following sub-processors:

Sub-processor	Purpose	
CSpace	Hosting of Controller's systems and data	Head Estor Cont exclu EU/E Amst pinne other (see
_____	_____	_____
_____	_____	_____

The Processor shall notify the Controller of any intended addition or replacement of a sub-processor, giving the Controller a reasonable opportunity (no less than [___] days) to object on reasonable data-protection grounds. If the Controller objects and the Parties cannot resolve the objection, either Party may terminate the affected part of the services without further liability, without prejudice to fees already accrued.

The Processor shall impose on each sub-processor, by way of contract, the same data protection obligations set out in this DPA, and remains liable to the Controller for the sub-processor's performance of those obligations.

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7. International Data Transfers

For EU Controllers, personal data processed under this DPA is hosted exclusively in CSpace's EU/EEA data centres (Tallinn, Estonia; Amsterdam, Netherlands; Stockholm, Sweden). This hosting arrangement does not, on its own, involve a transfer of personal data outside the EU/EEA.

CSpace also operates data centres outside the EU/EEA (including in Dallas, USA and Mumbai, India) as part of its wider global network. These are **not** used to host EU Controller data under this DPA unless the Parties specifically agree otherwise in writing (for example, for a disaster-recovery configuration spanning additional regions), in which case an appropriate transfer mechanism (such as the European Commission's Standard Contractual Clauses) will be put in place and referenced in an Annex before any such transfer occurs.

Personal data may also be accessed by the Processor's personnel in India for the purpose of delivering and supporting the services under the Principal Agreement. Such access is covered by the Standard Contractual Clauses (Module Two: Controller to Processor, or Module Three: Processor to Processor, as applicable), incorporated into this DPA by reference and available on request.

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8. Assistance to the Controller

Taking into account the nature of processing, the Processor shall assist the Controller, insofar as reasonably possible, by appropriate technical and organisational measures, in fulfilling the Controller's obligations to respond to requests from data subjects exercising their rights under the GDPR (access, rectification, erasure, restriction, portability, and objection).

The Processor shall further assist the Controller in ensuring compliance with its obligations under Articles 32–36 GDPR (security, breach notification, data protection impact assessments, and prior consultation with a supervisory authority), taking into account the nature of processing and the information available to the Processor.

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9. Personal Data Breach Notification

The Processor shall notify the Controller without undue delay, and in any case within [___] hours, after becoming aware of a personal data breach affecting personal data processed under this DPA. The

notification shall include, to the extent known at the time:

- the nature of the breach, including the categories and approximate number of data subjects and records concerned;
- the likely consequences of the breach;
- the measures taken or proposed to address the breach, including measures to mitigate its possible adverse effects.

Where all information cannot be provided at the same time, it may be provided in phases without undue further delay.

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10. Deletion and Return of Data

Upon termination or expiry of the Principal Agreement, and at the Controller's choice, the Processor shall delete or return all personal data processed under this DPA, and delete existing copies, unless applicable law requires storage of the personal data. The Processor shall complete this deletion or return within [___] days of the Controller's request or the end of the engagement, whichever the Controller specifies, and shall confirm completion in writing upon request.

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11. Audit Rights

The Processor shall make available to the Controller all information reasonably necessary to demonstrate compliance with the obligations set out in this DPA and Article 28 GDPR, and shall allow for and contribute to audits, including inspections, conducted by the Controller or an auditor mandated by the Controller, subject to reasonable advance notice, confidentiality, and no more than [___] such audits per year, except where a supervisory authority or applicable law requires otherwise.

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12. Liability

Liability arising under this DPA is governed by the liability provisions of the Principal Agreement, unless otherwise required by applicable data protection law.

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13. Term and Termination

This DPA takes effect on the date of signature by both Parties and remains in force for as long as the Processor processes personal data on behalf of the Controller under the Principal Agreement. Sections 4 (Confidentiality), 10 (Deletion and Return of Data), and 12 (Liability) survive termination.

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14. Governing Law

This DPA is governed by the same governing law and dispute resolution provisions as the Principal Agreement between the Parties.

Signatures

For and on behalf of the Controller:

Name: _____ Title: _____ Date: _____

Signature: _____

For and on behalf of Abhinav DigiCompSoft Services Pvt. Ltd.:

Name: _____ Title: _____ Date: _____

Signature: _____

This is an unsigned, generic template made available for prospective clients to review the terms we sign before any project involving personal data processing begins. It is completed with client- and project-specific details (Section 2, Section 6, and any bracketed timeframes) and executed alongside the Principal Agreement. It is not a substitute for legal advice — before publishing this template or signing a completed version, please have it reviewed by a lawyer qualified in EU data protection law, and confirm the bracketed timeframes (sub-processor objection period, breach notification window, deletion period, audit frequency) reflect what you're actually able to commit to operationally.