

Data Processing Agreement (DPA)

Version: 1.0

Last Updated: October 2025

Approved By: Data Protection Officer (DPO)**

1. Purpose

This Data Processing Agreement (“DPA”) defines the terms and conditions under which **Orbitel Labs Pvt. Ltd. (“Orbitel.ai”)** processes personal data on behalf of its customers (“Controller”) in the course of providing Orbitel’s AI and SaaS products and services.

The DPA ensures compliance with applicable data protection laws, including the **EU General Data Protection Regulation (GDPR)**, the **UK GDPR**, the **Digital Personal Data Protection Act, 2023 (India)**, and any other relevant global privacy frameworks.

2. Relationship Between the Parties

- **Customer:** Acts as the *Data Controller*, determining the purposes and means of data processing.
- **Orbitel.ai:** Acts as the *Data Processor*, processing data solely on the Controller’s documented instructions.
- **Subprocessors:** Third-party service providers engaged by Orbitel to support its services; these are bound by equivalent contractual obligations.

3. Scope of Processing

Orbitel processes personal data only to deliver, maintain, and improve its AI and SaaS services. Typical processing activities include:

- Account creation and user authentication.
- Communication via support or platform notifications.
- Data storage, analytics, and system performance monitoring.

- AI model training and inference (with anonymized or pseudonymized data).

Orbitel does **not** process sensitive personal data unless explicitly provided and necessary for the agreed purpose.

4. Obligations of Orbitel.ai (Processor)

Orbitel shall:

1. Process personal data only on the Controller's lawful instructions.
2. Implement appropriate technical and organizational security measures in line with ISO/IEC 27001:2022.
3. Ensure personnel authorized to process data are subject to confidentiality obligations.
4. Assist the Controller in fulfilling data subject rights (access, correction, deletion, etc.).
5. Notify the Controller promptly of any personal data breach (without undue delay).
6. Maintain records of processing activities and make them available to supervisory authorities upon request.
7. Cooperate with regulatory authorities such as the **European Data Protection Board (EDPB)** or **India's Data Protection Board**.

5. Subprocessing

- Orbitel may engage trusted subprocessors to provide hosting, analytics, communication, or security services.
- All subprocessors operate under written agreements ensuring equivalent privacy, confidentiality, and security standards.
- Orbitel maintains a **public list of subprocessors** (see below) and will notify customers in advance of any material changes.

6. Data Transfers

- Orbitel may transfer data across regions for performance and redundancy purposes.
- All cross-border transfers comply with applicable safeguards — including **Standard Contractual Clauses (SCCs)** under GDPR and **approved contractual clauses** under DPDP 2023.
- Orbitel ensures that all data hosted or transferred is encrypted in transit and at rest.

7. Security and Confidentiality

Orbitel maintains a robust **Information Security Management System (ISMS)** aligned with ISO 27001 and regularly validated through internal and external audits.

Security measures include:

- Role-based access control (RBAC) and multi-factor authentication.
- Encryption using AES-256 and TLS 1.2+.
- 24×7 monitoring, logging, and vulnerability management.
- Regular employee training on data protection and privacy.

8. Data Retention and Deletion

Upon termination of the service or written request by the Controller:

- Orbitel deletes or returns all personal data (unless retention is legally required).
- Deletion includes secure erasure from active systems and backups within 30 days.
- Orbitel provides confirmation of deletion upon completion.

9. Audit Rights

Orbitel will:

- Make available documentation demonstrating compliance with this DPA.

- Allow audits by the Controller or an appointed third party once annually, subject to confidentiality and reasonable notice.
- Provide summaries of third-party security certifications upon request.

10. Liability and Governing Law

This DPA is governed by the laws of **India**, with disputes subject to the exclusive jurisdiction of the **courts in Bangalore**.

Orbitel's total liability for breaches of this DPA shall be limited to the fees paid by the Controller in the preceding 12 months unless otherwise agreed in the Master Services Agreement.

11. Contact Information

For questions about this DPA, please contact:

Data Protection Officer (DPO)

Orbitel Labs Pvt. Ltd.

 privacy@orbitel.ai

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