

DATA PROCESSING AGREEMENT (DPA)

This Data Processing Agreement ("DPA") forms part of and is incorporated by reference into any agreement, proposal, statement of work, or engagement (collectively, the "Principal Agreement") entered into between:

Sigosoft Private Limited, a company incorporated under the Companies Act, 2013, having its registered office in Kerala, India (hereinafter referred to as the "Processor" or "Sigosoft"),

AND

The Client, being any individual, company, partnership, limited liability partnership, or other legal entity that determines the purposes and means of processing Personal Data (hereinafter referred to as the "Controller").

The Processor and Controller may be referred to individually as a "Party" and collectively as the "Parties".

This DPA is executed in accordance with **Article 28 of Regulation (EU) 2016/679 (General Data Protection Regulation – GDPR)**.

1. DEFINITIONS

Unless otherwise defined herein, capitalized terms shall have the meanings given to them under the GDPR. In addition:

- **"Personal Data"** means any information relating to an identified or identifiable natural person.
- **"Processing"** means any operation performed on Personal Data, as defined under Article 4 of the GDPR.
- **"Data Subject"** means the individual to whom Personal Data relates.
- **"Sub-processor"** means any third party engaged by the Processor to process Personal Data.
- **"Supervisory Authority"** means an independent public authority established pursuant to Article 51 of the GDPR.

2. SCOPE AND ROLE OF THE PARTIES

- The Client acts as the **Data Controller**.
- Sigosoft acts as the **Data Processor** and shall process Personal Data solely on documented instructions from the Controller.
- This DPA applies to all Personal Data processed by Sigosoft on behalf of the Client in connection with the Principal Agreement.

3. DETAILS OF DATA PROCESSING

"Confidential Information" means any information disclosed by either Party (the "Disclosing Party") to the other Party (the "Receiving Party"), whether disclosed orally, visually, electronically, digitally, or in writing, including but not limited to:

A. Subject Matter

- Provision of software development, hosting, maintenance, support, consulting, and related IT services.

B. Duration of Processing

- For the term of the Principal Agreement, unless otherwise required by applicable law.

C. Nature and Purpose of Processing

- Application development and maintenance
- System testing and troubleshooting
- Data storage, backup, and recovery
- Customer support and issue resolution

D. Categories of Data Subjects

- End users
- Customers
- Employees
- Patients or users (in healthcare or regulated solutions, where applicable)

D. Types of Personal Data

- Identification data (name, email, phone number)
- Account and authentication data
- Transactional data
- Technical data (IP address, device identifiers)
- Sensitive data, where applicable and lawfully shared

4. PROCESSOR OBLIGATIONS

Sigosoft shall:

- Process Personal Data only on documented instructions from the Controller;
 - Ensure persons authorized to process Personal Data are bound by confidentiality obligations;
 - Implement appropriate **technical and organizational measures** as required under Article 32 GDPR and aligned with **ISO/IEC 27001**;
 - Not engage another Sub-processor without prior general or specific written authorization of the Controller;
 - Maintain records of processing activities as required under Article 30(2) GDPR;
 - Not transfer Personal Data outside the European Economic Area (EEA) without appropriate safeguards.
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5. SECURITY OF PROCESSING

Sigosoft implements an Information Security Management System (ISMS) aligned with ISO/IEC 27001 and shall apply measures including but not limited to:

- Access control and authentication
 - Encryption of data at rest and in transit, where appropriate
 - Secure development practices
 - Logging, monitoring, and incident detection
 - Business continuity and disaster recovery controls
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6. SUB-PROCESSING

- The Controller grants general authorization for Sigosoft to engage Sub-processors for infrastructure, hosting, analytics, or support services.
 - Sigosoft shall ensure Sub-processors are bound by data protection obligations no less protective than this DPA.
 - Sigosoft remains fully liable for the performance of its Sub-processors.
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7. DATA SUBJECT RIGHTS

Sigosoft shall, to the extent legally permitted and technically feasible:

- Assist the Controller in responding to requests from Data Subjects;
 - Promptly notify the Controller if it receives a request directly from a Data Subject;
 - Not respond to such requests without the Controller's prior written consent, unless required by law.
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8. PERSONAL DATA BREACH

A. Sigosoft shall notify the Controller without undue delay after becoming aware of a Personal Data Breach.

B. Such notification shall include:

- Description of the breach
- Categories and approximate number of Data Subjects affected
- Mitigation measures taken or proposed

C. Sigosoft shall cooperate fully in investigations and regulatory notifications.

9. DATA PROTECTION IMPACT ASSESSMENT (DPIA)

Sigsoft shall provide reasonable assistance to the Controller in conducting DPIAs and prior consultations with Supervisory Authorities, where required under Articles 35 and 36 GDPR.

10. AUDIT AND COMPLIANCE

- Sigsoft shall make available information necessary to demonstrate compliance with this DPA.
- Audits may be conducted upon reasonable notice, subject to confidentiality and security safeguards.

11. RETURN OR DELETION OF PERSONAL DATA

Upon termination of the Principal Agreement, Sigsoft shall, at the choice of the Controller:

- Return all Personal Data; or
- Securely delete or anonymize Personal Data, unless retention is required by law.

12. LIABILITY

Each Party shall be liable for damages caused by its own breach of this DPA or applicable data protection laws.

13. GOVERNING LAW AND JURISDICTION

This DPA shall be governed by and construed in accordance with the laws of India, without prejudice to the mandatory application of the GDPR. Courts located in Kerala, India shall have jurisdiction.

14. ORDER OF PRECEDENCE

In the event of conflict between this DPA and the Principal Agreement, this DPA shall prevail with respect to data protection matters.

15. ACCEPTANCE

By engaging Sigsoft's services or accessing its platforms, the Parties acknowledge that they have read, understood, and agreed to be bound by this Data Processing Agreement.

Sigsoft Private Limited

Authorized Signatory

Name : _____

Date : _____

Client (Controller)

Authorized Signatory

Name : _____

Date : _____