

VarshaKrishi Udhog Private Limited

CIN: U01113UW2026PTC250001 | contact@varshakrishi.com | +91 86688 40167

DATA PROCESSING AGREEMENT

Governing Processing of Personal & Telemetry Data Under Indian Law

Reference: VK-DPA-2026-REV1 | April 2026

This DPA is entered into pursuant to the Digital Personal Data Protection Act, 2023 (India) and supplements the MSA and General Terms and Conditions. In the event of conflict, the MSA's liability provisions prevail.

SECTION 1 — BACKGROUND & SCOPE

This Data Processing Agreement ("DPA") sets out the framework under which VarshaKrishi Udhog Private Limited ("Data Processor" or "VarshaKrishi") processes personal and operational data on behalf of the Client ("Data Principal" or "Data Fiduciary") in connection with the provision of Products and Services under the Master Service Agreement. This DPA applies to: (a) any Personal Data of the Client's personnel, researchers, or end-users that is processed by VarshaKrishi's systems; and (b) Telemetry Data generated by VarshaKrishi hardware deployed at the Client's premises.

SECTION 2 — DEFINITIONS

- "Data Principal" has the meaning given under the Digital Personal Data Protection Act, 2023 — the individual to whom the personal data relates.
- "Data Fiduciary" means the Client in its capacity as the entity that determines the purpose and means of processing personal data.
- "Data Processor" means VarshaKrishi in its capacity as the entity that processes personal data on behalf of the Data Fiduciary.
- "Personal Data" means any data about an individual who is identifiable by or in relation to such data, as defined under the DPDP Act 2023.
- "Processing" means any operation performed on personal data, including collection, storage, use, sharing, and deletion.
- "Significant Data Fiduciary" has the meaning under the DPDP Act 2023 and is not applicable to VarshaKrishi at the current stage of operations.

SECTION 3 — NATURE & PURPOSE OF PROCESSING

PARAMETER	
Subject matter of processing	Telemetry Data from agricultural IoT sensors; account credentials; contact details of Client's authorized users
Duration of processing	For the term of the active SaaS license and 90 days post-expiry
Nature of processing	Collection, storage, aggregation, analysis, visualization, alerting, and export

Purpose of processing	Provision of cloud dashboard services; product improvement (anonymized); AI model training (anonymized)
Types of personal data	Email address; phone number; name; organization name of dashboard users only. No sensitive personal data.
Categories of data principals	Client's designated research staff and administrators with dashboard access credentials

SECTION 4 — DATA PROCESSOR OBLIGATIONS (VARSHAKRISHI)

4.1 Processing on Instructions

VarshaKrishi shall process Personal Data only on documented instructions from the Client, except where required to do so by Applicable Law, in which case VarshaKrishi shall inform the Client of that legal requirement before processing (unless prohibited by law).

4.2 Confidentiality of Data

VarshaKrishi shall ensure that persons authorized to process Personal Data are bound by appropriate confidentiality obligations and that access is limited on a strict need-to-know basis.

4.3 Security Measures

VarshaKrishi shall implement appropriate technical and organizational measures to protect Personal Data against unauthorized or unlawful processing, accidental loss, destruction, or damage. These measures include: encrypted data transmission (TLS/HTTPS); encrypted storage at rest; access controls with role-based permissions; regular security patching of cloud infrastructure; and monitoring for unauthorized access attempts.

4.4 Sub-Processors

VarshaKrishi uses the following categories of sub-processors for cloud infrastructure and communication services: cloud hosting providers (e.g., AWS); communication platforms (e.g., Twilio). VarshaKrishi shall ensure sub-processors are bound by data protection obligations equivalent to those in this DPA. VarshaKrishi shall notify the Client of any material changes to sub-processors with thirty (30) days' notice.

4.5 Data Subject Rights Assistance

To the extent technically feasible and within its control, VarshaKrishi shall assist the Client in responding to requests from Data Principals exercising their rights under the DPDP Act 2023, including rights of access, correction, erasure, and grievance redressal, within the timeframes prescribed by Applicable Law.

4.6 Data Breach Notification

In the event of a personal data breach affecting Client data processed by VarshaKrishi, VarshaKrishi shall: (a) notify the Client within seventy-two (72) hours of becoming aware of the breach; (b) provide details of the nature of the breach, the data affected, and the likely consequences; and (c) take prompt remedial action. VarshaKrishi's notification obligation does not constitute an admission of liability. The Client is responsible for notifying the Data Protection Board of India where required by law.

4.7 Data Deletion

Upon expiry or termination of the SaaS license, and upon expiry of the ninety (90) day post-expiry retention window, VarshaKrishi shall securely delete all Personal Data processed on behalf of the Client, and certify such deletion in writing within thirty (30) days upon request.

4.8 Audit Rights

Upon reasonable prior notice of at least thirty (30) days, VarshaKrishi shall provide the Client with reasonable information to demonstrate compliance with this DPA. Physical audits of VarshaKrishi's infrastructure are not permitted without separate written agreement and are subject to confidentiality obligations and scheduling constraints.

SECTION 5 — DATA FIDUCIARY OBLIGATIONS (CLIENT)

The Client warrants that: (a) it has a lawful basis for processing and sharing Personal Data with VarshaKrishi; (b) it has obtained all necessary consents or authorizations from Data Principals; (c) it will not instruct VarshaKrishi to process Personal Data in a manner that violates Applicable Law; (d) it will notify VarshaKrishi promptly of any Data Principal requests or complaints relating to data processed by VarshaKrishi; and (e) it will maintain a privacy policy adequate to inform Data Principals of the processing contemplated by this DPA.

SECTION 6 — TELEMETRY DATA PROCESSING

The Parties agree that Telemetry Data (environmental sensor readings, timestamps, device identifiers, GPS coordinates of deployment sites) is processed by VarshaKrishi for: (a) providing the dashboard service to the Client; and (b) subject to anonymization, for VarshaKrishi's own product development, AI training, and research purposes as set out in the General Terms and Conditions. The Client acknowledges that Telemetry Data is not personal data as defined in the DPDP Act 2023, and that VarshaKrishi's Data License rights in the General Terms and Conditions apply to Telemetry Data without restriction under this DPA.

SECTION 7 — LIABILITY & INDEMNITY

Each party's liability for breach of this DPA is governed by and subject to the liability cap and exclusions set out in the MSA. VarshaKrishi shall not be liable for any regulatory fines, penalties, or enforcement actions imposed on the Client by the Data Protection Board of India or any other authority as a result of the Client's own failure to comply with the DPDP Act 2023 or any Applicable Law.

SECTION 8 — GOVERNING LAW

This DPA is governed by the laws of India, including the Digital Personal Data Protection Act, 2023 and rules made thereunder. In the event of any conflict between this DPA and the DPDP Act 2023 or its rules, the provisions of the Act and rules shall prevail.

EXECUTION

DATA PROCESSOR — VARSHAKRISHI UDHYOG PRIVATE LIMITED	DATA FIDUCIARY — CLIENT
Authorised Signatory	Authorised Signatory

CIN: U01113UW2026PTC250001	[Legal Name & Registration]
Signature: _____	Signature: _____
Name: _____	Name: _____
Designation: _____	Designation: _____
Date: _____	Date: _____