Data Processing Addendum (DPA) — VibeControls

Document ID: VC-LEGAL-003 **Title**: Data Processing Addendum (DPA) **Version**: 1.0-draft **Last updated**: 2026-05-15 **Publisher**: Algoshred Technologies Private Limited (Burdenoff Group) **Canonical location**: https://burdenoff.com/contracts/vibecontrols/VC-LEGAL-003 **Burdenoff Group Contract Registry** — root at https://burdenoff.com/contracts (one subgroup per product). The contracts referenced in this document belong to the **VibeControls subgroup** at https://burdenoff.com/contracts/vibecontrols/. Every referenced contract is identified by its Document ID (`VC-LEGAL-###` / `VC-PRICING-###`) and incorporated by reference.

Status: TEMPLATE / DRAFT — legal review pending. **Parties**: **Algoshred Technologies Private Limited** (CIN U72900TN2022PTC156974, GSTIN 33AAXCA9689B1Z3, registered at "VISWAM", Plot No. 43, Veeramani Nagar, 2nd Cross Street, Nanmangalam, Chennai - 600117, India) ("Algoshred", "Processor") and the Customer identified in the applicable Order Form ("Customer", "Controller" / "Data Fiduciary"). Where international invoicing applies, **Algoshred Technologies Corp** (Delaware, USA; EIN 35-2845680) ("Algoshred US") is bound by this DPA on equivalent terms in respect of any Personal Data it processes incidental to payment processing. **Effective Date**: the later of (a) the Effective Date of the Order Form and (b) the date this DPA is executed. **Relationship to MSA**: This DPA forms part of, and is subject to, the Master SaaS Agreement (the "MSA"). In case of conflict on Personal Data matters, this DPA prevails. **Data Protection Officer / Grievance Officer (DPDP Act)**: **Vignesh T.V.** (legal name: Tinnaneri Venkatanarayanan Vignesh), Founder, CEO & CTO of Algoshred — contactable at contact@vibecontrols.com.

---

1. Scope and roles

1.1 This DPA applies whenever Algoshred processes **Personal Data** on behalf of the Customer in connection with the Service.

1.2 For the purposes of:

- the **Digital Personal Data Protection Act, 2023** ("DPDP Act") — Customer is the **Data Fiduciary** and Algoshred is the **Data Processor**.
- the **Information Technology Act, 2000 and the Reasonable Security Practices and Procedures and Sensitive Personal Data or Information Rules, 2011** ("SPDI Rules") — Customer is the "body corporate" responsible for collection and Algoshred provides services.
- the **EU/UK GDPR**, where Customer data subjects are located in the EEA/UK — Customer is the Controller and Algoshred is the Processor.
- the **California Consumer Privacy Act / CPRA**, where applicable — Customer is the Business and Algoshred is a Service Provider.
- other applicable laws (PDPA Singapore, PIPL China subject to separate review, LGPD Brazil) — equivalent role-mapping applies.

1.3 Algoshred will process Personal Data **only on documented instructions** from Customer, which are: (a) the MSA and this DPA; (b) the Customer's configuration of the Service; (c) Order Form; and (d) any other

instructions provided in writing and agreed by Algoshred. Algoshred will inform Customer if it considers an instruction infringes applicable data protection law.

1.4 **Operational processing.** Personal Data is **managed and processed by Algoshred** (as the contracting Processor) using personnel of **Burdenoff Consultancy Services Private Limited** ("**Burdenoff Consultancy**"), which acts as the Burdenoff Group's manpower house and employs the engineering, support, security, and operations personnel who deliver the Service on Algoshred's behalf. Burdenoff Consultancy personnel act under Algoshred's instructions and intra-group confidentiality, access-control, and data-protection arrangements, and are treated as Algoshred's personnel for the purposes of this DPA. Algoshred remains the Customer's contractual Processor and is fully responsible for their acts and omissions in connection with Personal Data. **Storage of Personal Data**, the **underlying compute** that processes it, and **incident-relevant logging** are performed on managed cloud services (e.g., AWS, Microsoft Azure, Google Cloud) acting as Subprocessors and listed in Annex 3.

1.5 **Shared platform quotas.** Customer acknowledges that Algoshred operates a shared technical platform across the Burdenoff Group's products and that certain platform quotas and resources (storage, compute, infrastructure, observability) are shared. **Tenant isolation, access controls, and security commitments in this DPA and the Security Exhibit apply regardless of resource sharing**, and Algoshred shall not allow Customer Personal Data to be accessed by an unauthorised party or another tenant.

---

2. Definitions

Capitalised terms not defined here have the meaning in the MSA, the DPDP Act, the SPDI Rules, or the GDPR (as the case requires).

- "**Personal Data**" — any data relating to an identified or identifiable natural person, including "personal data" under the DPDP Act and "sensitive personal data or information" under the SPDI Rules.
- "**Processing**" — has the meaning in the DPDP Act / GDPR.
- "**Subprocessor**" — any third party (including Algoshred Affiliates) engaged by Algoshred to process Personal Data.
- "**Personal Data Breach**" — a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data.
- "**Restricted Transfer**" — a transfer of Personal Data to a country that, in the absence of safeguards, would breach applicable data protection law.

---

3. Processing details

The subject-matter, nature, purpose, duration, types of Personal Data and categories of data subjects are set out in **Annex 1 (Processing Details)**.

---

4. Algoshred obligations

Algoshred shall:

4.1 Process Personal Data only on Customer's documented instructions and for the purposes set out in Annex 1.

4.2 Ensure that personnel authorised to process Personal Data are bound by appropriate confidentiality obligations.

4.3 Implement and maintain the technical and organisational security measures set out in **Annex 2 (Technical and Organisational Measures)**, taking into account the state of the art, the costs of implementation, the nature, scope, context and purposes of processing and the risks to data subjects.

4.4 Assist Customer, taking into account the nature of processing, in fulfilling Customer's obligations to respond to data principal / data subject requests under DPDP, GDPR or other applicable law (Sections 11–14 DPDP; Articles 12–22 GDPR), to the extent practicable through Service features or reasonable assistance.

4.5 Assist Customer with data protection impact assessments, prior consultations with regulators (e.g., the **Data Protection Board of India**), and security and breach notification obligations.

4.6 Make available to Customer the information reasonably necessary to demonstrate compliance with this DPA, including certifications and audit summaries (see Section 8).

4.7 At Customer's choice, delete or return all Personal Data after the end of the Subscription Term in accordance with MSA §5.4, unless retention is required by law (in which case Algoshred will isolate and protect such Personal Data).

4.8 Notify Customer without undue delay, and in any event within **72 hours** of becoming aware, of any Personal Data Breach affecting Customer's Personal Data. Notification will include the information specified by Section 8.6 of the DPDP Act / Article 33(3) GDPR to the extent then known, and updates as further information becomes available.

4.9 Maintain records of processing activities under Article 30(2) GDPR / equivalent under DPDP.

---

5. Customer obligations

Customer shall:

5.1 Be solely responsible for the accuracy, quality, legality and means of collection of Personal Data, and for ensuring it has all rights, consents and notices required (including under DPDP Act Sections 5–7, GDPR Articles 6–9, and the SPDI Rules) to provide Personal Data to Algoshred for processing.

5.2 Configure the Service appropriately (RBAC, SSO, audit log retention, plugin approvals) and not introduce categories of Personal Data outside the scope of Annex 1 without first updating Annex 1 by written notice.

5.3 Provide notices to data principals about Algoshred acting as Processor and any cross-border transfers.

5.4 Not instruct Algoshred to process Personal Data in violation of applicable law.

---

6. Subprocessors

6.1 Customer provides **general authorisation** for Algoshred to engage Subprocessors. The current list is in **Annex 3 (Subprocessors)**.

6.2 Algoshred shall (a) impose on each Subprocessor data protection obligations no less protective than this DPA, and (b) remain liable for the Subprocessor's acts and omissions in connection with Personal Data.

6.3 Algoshred will notify Customer of intended additions or replacements of Subprocessors at least **30 days** in advance (by updating the public Subprocessor list and email to the Customer's privacy contact, where provided). Customer may object on reasonable data-protection grounds within 14 days; the parties will discuss a workaround, failing which Customer may terminate the affected Service by written notice and receive a pro-rata refund of prepaid, unused Fees.

---

7. International transfers

7.1 Where Algoshred or its Subprocessors transfer Personal Data across borders, Algoshred shall ensure an appropriate transfer mechanism applies, including:

- the **EU Standard Contractual Clauses (Module 2: Controller-to-Processor)** for transfers from the EEA, and the **UK International Data Transfer Addendum**, incorporated into this DPA by reference and deemed completed with the parties as data exporter (Customer) and data importer (Algoshred), Clause 7 docking optional, Clause 9 Option 2 (general authorisation, 30 days), Clause 11 redress not enabled, Clause 17 Option 1 (law of an EU Member State to be specified by Customer; default: Ireland), Clause 18 forum: courts of that EU Member State;
- the **Indian DPDP Act cross-border rules** including transfers to countries not restricted under Section 16 of the DPDP Act;
- for sensitive personal data under the SPDI Rules, transfers only to entities ensuring the **"same level of data protection"** as the SPDI Rules require, and only with prior consent or where necessary for performance of a lawful contract.

7.2 Where neither party qualifies for SCCs (e.g., transfer originates in India and lands in India), no SCCs are required, and Sections 4–8 of this DPA govern the transfer.

---

8. Audits

8.1 Algoshred makes available to Customer (a) the most recent third-party audit report or certification (e.g., ISO 27001, SOC 2 Type II — where obtained), (b) the Security Exhibit, (c) Annex 2 of this DPA, and (d) responses to a standard security questionnaire (SIG / CAIQ).

8.2 If, after reviewing the materials in 8.1, Customer reasonably requires further audit, Customer may request, no more than once per 12-month period (except in case of a Personal Data Breach or where required by a competent authority), an audit by a mutually agreed independent third-party auditor under reasonable confidentiality terms, at Customer's cost, during business hours, with at least 30 days' written notice, and

limited to controls relevant to the Service. Algoshred may redact information confidential to other customers, security-sensitive details, and trade secrets.

---

9. DPDP Act–specific provisions

9.1 Algoshred acknowledges its obligations as a Data Processor under Section 8(2) of the DPDP Act, including processing only as authorised, ensuring confidentiality, security safeguards under Section 8(5), assistance with data principal requests under Sections 11–14, and breach notification.

9.2 Customer remains accountable as the Data Fiduciary, including for grievance redressal (Section 8(10)) and, if applicable, **Significant Data Fiduciary** obligations (Section 10).

9.3 Algoshred's role does not extend to direct interaction with data principals except as Customer instructs through the Service.

9.4 Notice of any contact from the Data Protection Board of India or other regulator about Customer's Personal Data will be provided to Customer without undue delay, unless prohibited by law.

---

10. Liability

The liability provisions of the MSA (including caps and exclusions) apply to claims under or relating to this DPA, except where applicable law (including the DPDP Act and GDPR Article 82) imposes mandatory direct liability to data subjects/principals, in which case those provisions apply.

---

11. Term, conflict, severability

11.1 This DPA remains in force for the duration of the MSA and for so long as Algoshred processes Personal Data.

11.2 If any provision is invalid under any applicable law, it is severed and the remainder remains effective.

11.3 In case of conflict between this DPA and the SCCs/UK Addendum on cross-border transfers of EEA/UK data, the SCCs/UK Addendum prevail.

Annexes

- **Annex 1** — Processing Details (VC-LEGAL-003A)
- **Annex 2** — Technical and Organisational Measures (VC-LEGAL-003B)
- **Annex 3** — Subprocessors (VC-LEGAL-003C)

Reference and incorporation

All Burdenoff Group contracts, addenda, exhibits, policies and registers referenced in this document are identified by their **Document ID** (`BOFF-LEGAL-###` or `BOFF-PRICING-###`) and are published at **https://burdenoff.com/contracts**. Each such referenced document is incorporated into this document by reference. The version of a referenced document that applies is the version published at https://burdenoff.com/contracts as at the Effective Date of the applicable Order Form (or, where no Order Form exists, the version current at the date of acceptance), unless an executed Order Form specifies a frozen version.

Annex 1 — Processing Details

Document ID: VC-LEGAL-003A **Title**: DPA Annex 1 — Processing Details **Version**: 1.0-draft **Last updated**: 2026-05-15 **Publisher**: Algoshred Technologies Private Limited (Burdenoff Group) **Canonical location**: https://burdenoff.com/contracts/vibecontrols/VC-LEGAL-003A **Burdenoff Group Contract Registry** — root at https://burdenoff.com/contracts (one subgroup per product). The contracts referenced in this document belong to the **VibeControls subgroup** at https://burdenoff.com/contracts/vibecontrols/. Every referenced contract is identified by its Document ID (`VC-LEGAL-###` / `VC-PRICING-###`) and incorporated by reference.

A. Subject-matter and duration

- **Subject-matter**: provision of the VibeControls Service to Customer.
- **Duration**: for the duration of the Subscription Term and any retention period under MSA §5.4 / DPA §4.7.

B. Nature and purpose of processing

Algoshred processes Personal Data to:

- authenticate users and manage workspaces, projects, agents, sessions and tunnels;
- store and serve user content (notes, vibes, configurations, docs sites);
- relay or proxy operator commands to the Agent and AI providers selected by Customer;
- generate audit logs, usage telemetry and analytics;
- deliver webhooks, channel events and notifications configured by Customer;
- provide customer support and respond to data principal requests;
- detect and prevent fraud, abuse and security incidents;
- comply with legal obligations.

C. Categories of data subjects

- Customer's Authorized Users, administrators, guests and contractors.
- End users of Customer's products who interact with VibeControls features (e.g., docs site visitors, webhook recipients).
- Personnel mentioned within Customer Data (e.g., commit authors, ticket assignees).

D. Categories of Personal Data

Category	Examples
Identification & contact	Name, work email, username, profile photo, phone (optional)
Account & authentication	Password hash (where local auth used), SSO subject ID, MFA factors
Authorisation	Roles, workspace memberships, RBAC assignments
Device & connection	IP address, user agent, OS, geolocation (city-level), device fingerprint
Usage data	Pages visited, features used, command history, AI session metadata
Content data	Notes, vibes, docs pages, configurations, files uploaded, command output, agent logs (insofar as they contain personal data)
Billing	Billing contact, billing address, GSTIN/PAN (Indian customers), VAT ID, tokenised card identifier (actual card data is held by payment processor)
Support	Support ticket content, screen recordings (only if shared), call transcripts
Optional integration data	Source-control identifiers, third-party API IDs, OAuth scopes, secrets/credentials encrypted at rest

E. Sensitive personal data / Special categories

Algoshred does **not** require Customer to upload "sensitive personal data or information" under the SPDI Rules or special-category personal data under Article 9 GDPR. Customer shall not upload, and shall instruct Authorized Users not to upload, such categories (passwords/financial information of others, health data, biometric IDs, Aadhaar numbers, religion, caste, political opinions, sexual orientation, criminal records) unless expressly authorised under an Enterprise Order Form with appropriate additional controls.

F. Retention periods

- Account profile data: while account is active + 90 days, unless legal hold.
- Audit logs: per Plan (7/14/30/180/365 days; longer for Enterprise).
- Analytics events: per Plan (7/30/90/365 days; longer for Enterprise).
- Backups: rolling 30 days hot, 90 days cold (default).
- Support tickets: 24 months after closure unless Customer requests earlier deletion.
- Billing records: 8 years (Indian tax/Companies Act retention).

G. Sub-processing

See Annex 3.

H. Transfer mechanisms

Default storage region(s) as specified on the Order Form. International transfers under DPA §7 use SCCs/UK Addendum, DPDP-permitted destinations, and SPDI-equivalent contractual safeguards as applicable.

Reference and incorporation

All Burdenoff Group contracts, addenda, exhibits, policies and registers referenced in this document are identified by their **Document ID** (`BOFF-LEGAL-###` or `BOFF-PRICING-###`) and are published at **https://burdenoff.com/contracts**. Each such referenced document is incorporated into this document by reference. The version of a referenced document that applies is the version published at https://burdenoff.com/contracts as at the Effective Date of the applicable Order Form (or, where no Order Form exists, the version current at the date of acceptance), unless an executed Order Form specifies a frozen version.

Annex 2 — Technical and Organisational Measures (TOMs)

Document ID: VC-LEGAL-003B **Title**: DPA Annex 2 — Technical & Organisational Measures **Version**: 1.0-draft **Last updated**: 2026-05-15 **Publisher**: Algoshred Technologies Private Limited (Burdenoff Group) **Canonical location**: https://burdenoff.com/contracts/vibecontrols/VC-LEGAL-003B **Burdenoff Group Contract Registry** — root at https://burdenoff.com/contracts (one subgroup per product). The contracts referenced in this document belong to the **VibeControls subgroup** at https://burdenoff.com/contracts/vibecontrols/. Every referenced contract is identified by its Document ID (`VC-LEGAL-###` / `VC-PRICING-###`) and incorporated by reference.

This Annex describes the security measures Algoshred implements to protect Personal Data. Measures are reviewed at least annually and may be updated provided overall protection is not materially diminished. Detail is given in the **Security Exhibit**; this Annex is the contractual summary.

1. Information security programme

- Information security programme aligned to ISO/IEC 27001 control families.
- Designated security owner reporting to senior management.
- Annual risk assessments and management reviews.
- Security policies covering acceptable use, access control, incident response, change management, vulnerability management, vendor management, and business continuity.

2. Access control

- Single sign-on for internal access; **MFA required** for all administrative access and code-signing/cloud accounts.
- **Least privilege** and **role-based access control**; quarterly access reviews.

- Just-in-time elevation for production; break-glass accounts with full audit.
- Strong password policy; no shared accounts.
- Customer-side access in the Service is governed by the workspace RBAC model (@requiresPermission GraphQL directives, RBAC service).

3. Encryption

- **In transit**: TLS 1.2+ on all public endpoints; HSTS; modern cipher suites; mTLS via Istio between internal services in production.
- **At rest**: AES-256 for primary databases and object storage. Secrets and webhook payload signing keys are encrypted with AES-256-GCM at the application layer (see Security Exhibit).
- Key management: OpenBao-based KMS with key rotation; customer-managed keys available for Enterprise on request.

4. Network and infrastructure security

- Production runs on managed Kubernetes (EKS / AKS / GKE) with private VPC, network policies, and Istio mTLS service mesh.
- Egress restricted via egress gateways; ingress via WAF (Cloudflare) and provider load balancers.
- Bastion / Cloudflare Zero Trust access for operators; no direct public SSH.
- Firewall and security group rules reviewed regularly; default-deny posture.

5. Application security

- Secure SDLC: code review on all changes; static analysis on CI; dependency scanning.
- Container image scanning (Trivy) for CVEs, IaC misconfigurations and SBOM.
- Policy enforcement via OPA / Gatekeeper at deploy time.
- Runtime detection via Falco (eBPF).
- Strict input validation; parameterised queries (Prisma parameterised SQL via Prisma) to prevent SQL injection.

6. Logging, monitoring and audit

- Centralised logging (Loki), metrics (Mimir / Prometheus) and traces (Tempo) with Grafana dashboards.
- Application audit logs available to Customer per Plan retention.
- Production action logs retained for at least 180 days for security investigation purposes.
- Security event monitoring 24×7 (best-effort outside business hours for non-Enterprise) with on-call rotation.

7. Vulnerability management and patching

- Continuous CVE scanning of base images and dependencies.
- Patch cadence: critical vulnerabilities within 7 days; high within 30 days; medium within 90 days, subject to operational risk assessment.

- Annual third-party penetration testing (target). Findings tracked to closure.
- Coordinated vulnerability disclosure programme.

8. Personnel security

- Background checks for employees with access to production or Personal Data, where permitted by local law.
- Confidentiality undertakings.
- Mandatory annual security and privacy training.
- Termination process revokes access promptly.

9. Physical security

- Production hosted in tier-3+ cloud regions (AWS ap-south-1 Mumbai primary; AKS Central India; GCP asia-south1) operated by cloud providers with their own physical security certifications (ISO 27001, SOC 2 etc.).
- Algoshred offices: badge-controlled access; CCTV; clean-desk policy.

10. Business continuity and disaster recovery

- Production databases with automated backups: hot tier rolling 30 days; cold tier up to 90 days.
- Multi-AZ deployments for production-tier services.
- BCP / DR plans reviewed annually; recovery objectives:
    - Workspace data: **RPO 1 hour, RTO 8 hours** (Enterprise; SaaS default RPO 24h / RTO 24h).
    - Agent-local data: not in scope (Customer-managed).

11. Incident response

- Documented IR playbooks; 24×7 on-call.
- Severity classification, internal escalation, customer notification within **72 hours** of confirmed Personal Data Breach (or shorter where required by law).
- Post-incident review and remediation tracking.

12. Sub-processing controls

- Vendor security review prior to engagement.
- Contractual obligations equal to or stricter than this DPA.
- Annex 3 list maintained and notified on change per DPA §6.

13. Data minimisation and pseudonymisation

- Service Generated Data is aggregated/de-identified before any analytical use.
- Customer Data is logically segregated by tenant; multi-tenant isolation enforced at workspace level.

- Test/staging environments use synthetic or anonymised data; copying production Personal Data into non-production environments is prohibited.

14. Data subject / principal rights enablement

- Account exports for Personal Data of Authorized Users.
- Admin tooling for Customer to delete user accounts and content.
- Workflows to honour deletion / correction / data principal requests routed through Customer (Data Fiduciary).

15. Customer responsibilities

- Customer is responsible for enabling SSO/MFA for its users, configuring RBAC, applying retention policies, securing Agent hosts, rotating API keys and BYO AI provider keys, and reviewing audit logs.

Reference and incorporation

All Burdenoff Group contracts, addenda, exhibits, policies and registers referenced in this document are identified by their **Document ID** (`BOFF-LEGAL-###` or `BOFF-PRICING-###`) and are published at **https://burdenoff.com/contracts**. Each such referenced document is incorporated into this document by reference. The version of a referenced document that applies is the version published at https://burdenoff.com/contracts as at the Effective Date of the applicable Order Form (or, where no Order Form exists, the version current at the date of acceptance), unless an executed Order Form specifies a frozen version.

Annex 3 — Subprocessors

Document ID: VC-LEGAL-003C **Title**: DPA Annex 3 — Subprocessors **Version**: 1.0-draft **Last updated**: 2026-05-15 **Publisher**: Algoshred Technologies Private Limited (Burdenoff Group) **Canonical location**: https://burdenoff.com/contracts/vibecontrols/VC-LEGAL-003C **Burdenoff Group Contract Registry** — root at https://burdenoff.com/contracts (one subgroup per product). The contracts referenced in this document belong to the **VibeControls subgroup** at https://burdenoff.com/contracts/vibecontrols/. Every referenced contract is identified by its Document ID (`VC-LEGAL-###` / `VC-PRICING-###`) and incorporated by reference.

This list is illustrative and **must be reconciled with Algoshred's actual vendor inventory before publication**. See **VC-LEGAL-REG** — Open Questions & Risks Register (Q-DPA-3) for the open items requiring confirmation from finance, security and infra teams.

Subprocessor	Service / role	Processing location(s)	Personal Data categories
Amazon Web Services, Inc. (AWS)	Cloud infrastructure (compute, storage, networking) — primary	ap-south-1 (Mumbai, India); other regions	All categories under Customer Data hosted on the Service

Subprocessor	Service / role	Processing location(s)	Personal Data categories
		only on Enterprise opt-in	
Microsoft Azure (Microsoft Corporation)	Cloud infrastructure — secondary / Enterprise opt-in	Central India	All categories where Customer chooses Azure
Google Cloud Platform (Google LLC)	Cloud infrastructure — secondary / Enterprise opt-in	asia-south1 (Mumbai)	All categories where Customer chooses GCP
Cloudflare, Inc.	CDN, WAF, DNS, Zero Trust, Tunnels	Global edge	Connection metadata, IPs, request headers; cached static assets
Stripe, Inc.	Payment processing — international (invoiced by **Algoshred Technologies Corp**, Delaware)	US / EU	Billing identifiers, tokenised card data (Stripe acts as PCI-DSS processor)
Razorpay Software Pvt. Ltd.	Payment processing — India and other regional (invoiced by **Algoshred Technologies Private Limited**)	India	Billing identifiers, tokenised UPI/card data
Postmark / SES (TBD)	Transactional email	US / EU	Email address, message content of transactional emails
Sentry (Functional Software, Inc.)	Error tracking	US / EU	Error stack traces and limited request metadata
Grafana Cloud / self-hosted (Algoshred tooling)	Observability — self-hosted by Algoshred in tooling cluster	India	Internal telemetry; no direct Customer Data
GitHub, Inc.	Source-code hosting (Algoshred internal); also referenced by Customer integrations	US	Issue/ticket metadata where Customer engages support via GitHub
Linear (Linear Orbit, Inc.)	Internal project tracking	US	Support ticket metadata if Customer escalates
Slack Technologies	Internal communication / customer success channels	US	Support content where Customer joins a Slack Connect channel

Subprocessor	Service / role	Processing location(s)	Personal Data categories
HubSpot / CRM (TBD)	Sales/marketing CRM	US / EU	Contact data for sales engagement (Customer reps)
Zendesk (or equivalent)	Customer support ticketing	EU / India	Support content
AI providers (only where Customer enables BYO AI): Anthropic, OpenAI, Google AI, OpenRouter, others	Generative AI for AI sessions	US / EU	Prompts, code snippets, context selected by user. Governed by the AI provider's own terms — Customer is responsible for that contract.
Burdenoff Consultancy Services Private Limited	Manpower house — provides engineering, support, security and operations personnel that deliver the Service on Algoshred's behalf (see DPA §1.4)	India	All categories, on Algoshred's instructions
Algoshred Technologies Corp (Delaware, USA; EIN 35-2845680)	International payment processing entity invoicing via Stripe	USA	Billing identifiers for international invoicing
Other Burdenoff Group entities (as listed at https://burdenoff.com/contracts/group)	Group operations under common ownership	India / future regions	Same as Algoshred, under intra-group data-protection arrangements

Notes

- Where Customer uses **BYO AI keys**, the chosen AI provider is the Customer's contractual counterparty, not Algoshred's Subprocessor; Algoshred acts as a relay. See AI Product Terms.
- For Enterprise / dedicated tenant / self-hosted deployments, the Subprocessor list may be narrowed in the Order Form (e.g., AWS only, India regions only).
- The authoritative live list will be maintained at https://burdenoff.com/contracts/subprocessors (mirrored at https://burdenoff.com/contracts/subprocessors) and notified per DPA §6.

Last reviewed: 2026-05-15 (draft — pending vendor inventory reconciliation)

Reference and incorporation

All Burdenoff Group contracts, addenda, exhibits, policies and registers referenced in this document are identified by their **Document ID** (`BOFF-LEGAL-###` or `BOFF-PRICING-###`) and are published at **https://burdenoff.com/contracts**. Each such referenced document is incorporated into this document by reference. The version of a referenced document that applies is the version published at https://burdenoff.com/contracts as at the Effective Date of the applicable Order Form (or, where no Order Form exists, the version current at the date of acceptance), unless an executed Order Form specifies a frozen version.