

InferenceIndex

Data processing agreement template

Draft: pending legal review. This file is a template, not a signed agreement.

Last updated 15 October 2026.

Parties

Controller: the customer named in the order.

Processor: Inference Global, Inc., a Delaware corporation, 44 East Ave, Suite 3205, Austin, TX 78701, USA ("InferenceIndex"). Contact: privacy@inferenceindex.com.

This template follows GDPR Article 28. Square brackets are open points for counsel.

1. Processing scope

Subject matter: InferenceIndex processes personal data on documented instructions from the customer to provide the InferenceIndex API and related support.

Duration: the term of the customer agreement, plus the deletion period in the deletion and return section.

Nature and purpose: hosting the service, authenticating the customer, performing customer API requests, keeping usage records and operational logs, and model fallback routing through OpenRouter when a customer request uses that path.

Types of personal data: [categories of personal data - confirm]. The draft includes account contact details, API request content the customer submits, and usage and log data.

Categories of data subjects: [categories of data subjects - confirm]. The draft includes the customer's personnel and people whose personal data the customer submits in API requests.

The processor processes personal data only on documented instructions from the controller, including for transfers, unless Union or Member State law requires otherwise. The processor informs the controller if an instruction infringes the GDPR.

2. Sub-processor authorization

The controller gives a general written authorization for InferenceIndex to engage the sub-processors listed at <https://inferenceindex.com/subprocessors>.

InferenceIndex informs the controller of intended additions or replacements before they take effect. [Confirm the notice period. The draft uses 30 days.]

The controller may object on reasonable grounds within that period. [Confirm the objection window and what happens if the controller objects.]

InferenceIndex imposes data protection terms on each sub-processor that are no less protective than this agreement, and remains responsible for their performance.

3. Security measures

InferenceIndex applies measures appropriate to the risk, including encryption in transit, infrastructure hosted on Google Cloud, least-privilege access to production systems, and API keys stored as hashes.

[Annex II is a placeholder for the full technical and organizational measures.]

4. Breach notice

InferenceIndex notifies the controller without undue delay after becoming aware of a personal data

breach affecting customer data. [Confirm the notice window. The draft uses 72 hours after InferenceIndex becomes aware.]

The notice includes, as far as they are known: what happened, the categories and approximate number of people and records concerned, likely consequences, and measures taken or proposed.

[Confirm the contact path for breach notices.]

5. Deletion and return

At the end of the services, InferenceIndex, at the controller's choice, deletes or returns the personal data processed for the customer and deletes remaining copies unless Union or Member State law requires storage.

[Confirm the deletion timeline and the format used to return data.]

6. Audits

InferenceIndex makes available the information necessary to demonstrate compliance with GDPR Article 28, and allows for and contributes to audits, including inspections, by the controller or an auditor the controller mandates.

[Confirm notice, frequency, confidentiality, and whether a third-party report may be offered instead of an on-site audit.]

7. Other Article 28 terms

Persons authorized to process personal data are bound by confidentiality. InferenceIndex assists the controller with data subject requests, security, breach notifications, data protection impact assessments, and prior consultation, taking into account the nature of the processing and the information available to InferenceIndex.

[Confirm fees and time limits for assistance.]

8. International transfers and Standard Contractual Clauses

Where personal data is transferred outside the European Economic Area and GDPR Chapter V requires a transfer tool, the parties incorporate the EU Standard Contractual Clauses.

[SCC module - confirm. The draft expects Module Two (controller to processor) and Module Three (processor to processor) where a sub-processor transfer requires it.]

Annex I placeholder. List of parties and description of the transfer

Data exporter: [customer legal name, address, contact, and role].

Data importer: Inference Global, Inc., a Delaware corporation, 44 East Ave, Suite 3205, Austin, TX 78701, USA. Contact: privacy@inferenceindex.com. Role: processor.

Description of the transfer: [categories of data subjects, categories of personal data, frequency, nature, purpose, and retention].

Competent supervisory authority: [confirm].

Annex II placeholder. Technical and organizational measures

[Attach or describe the measures. The public summary is encryption in transit, Google Cloud infrastructure, least-privilege access, and hashed API keys.]

Annex III placeholder. List of sub-processors

[Point to <https://inferenceindex.com/subprocessors> and paste the current list into the executed annex.]

Signatures

Controller: [name, title, date].

Processor: [name, title, date].