

Last Updated: 23 June 2026

This Data Processing Addendum ("**DPA**") sets out how Grade Orbit processes Personal Data on behalf of the User pursuant to Grade Orbit's Service T&Cs [\[link\]](#).

DEFINITIONS

For the purposes of this DPA, the following terms: "**Controller**", "**Data Subject**", "**Data Subject**", "**Personal Data**", "**Personal Data Breach**", "**processing**", "**Processor**" and "**Sub-Processor**" shall have the meanings given to them at Article 4 of the GDPR. The following terms shall have the meanings:

User	Has the same meaning as set out in the Service T&Cs
Applicable Privacy Laws	All applicable data protection and privacy legislation in force from time to time in the UK including without limitation the UK GDPR; the Data Protection Act 2018 (and regulations made thereunder) (DPA 2018); the General Data Protection Regulation ((EU) 2016/679) to the extent applicable in the UK (GDPR) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended; and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the Information Commissioner (ICO) or other relevant regulatory authority and which are applicable to a party (Supervisory Authority).
Service	Means the Grade Orbit specific feedback generation service.
Service T&Cs	Means the terms and conditions applicable to the use of the Service by all users, available at: https://www.gradeorbit.co.uk/terms .
Student Personal Data	Means the Personal Data which is collected and/or otherwise processed by Grade Orbit in its capacity as Processor on behalf of the User (acting as Controller) in respect of Students as contemplated by the Service T&Cs.
User Personal Data	Means the Personal Data of a User (as defined in the Service T&Cs) which is collected by Grade Orbit as part of that User signing up for an account on the Service.

Any other defined terms in this DPA shall have the meaning as given in the Service T&Cs.

The terms of this DPA are hereby incorporated into the Service T&Cs. In the event of a conflict between the Service T&Cs and this DPA, the terms and conditions of this DPA shall prevail.

1

SCOPE OF THIS DPA

For the purposes of this DPA and the Service T&Cs, the parties acknowledge and agree that:

- (a) This DPA does not apply to any data which does not, by itself, contain any information that would allow for the identification of an individual and therefore shall not constitute Personal Data under the Applicable Privacy Laws.
- (b) **Independent Controllers.** This DPA does not apply to the Parties' respective obligations as independent Controllers of Personal Data. Grade Orbit and the User operate as separate (and not joint) Controllers in respect to the Personal Data either Party may independently process in connection with the Service or otherwise. Accordingly:
 - (i) Grade Orbit shall be deemed a separate Controller for any Personal Data (i) it collects to provide the Service, including regarding the User and its staff or User Personal Data; and
 - (ii) The User shall be deemed a separate Controller for Personal Data related to any Students which is not collected by the Service; and
 - (iii) The parties hereby undertake to respect applicable laws which apply to them as separate Controllers and to be liable separately for their own controllership obligations and responsibilities when acting as separate Controllers.

2

ROLES OF THE PARTIES

The parties agree that this DPA shall only apply to processing activities whereby the User acts as Controller and Grade Orbit acts as Processor in respect of Student Personal Data collected and processed by Grade Orbit at the request of the User. For the avoidance of doubt, the DPA shall only apply to data

processing performed by Grade Orbit as part of the Service.

Nothing in this DPA relieves either party of any of their respective responsibilities or liabilities under the Applicable Privacy Laws.

3

USER'S COMPLIANCE WITH APPLICABLE PRIVACY LAWS.

When acting as Controller, the User shall at all times comply with all Applicable Privacy Laws. The User shall ensure all instructions given by it to Grade Orbit in respect of Student Personal Data (including the terms of this DPA) shall at all times be in accordance with Applicable Privacy Laws. The User shall be solely responsible for ensuring that it has obtained all applicable consents and has provided all advance notice and information of the processing contemplated hereunder to any Data Subjects, as required of it under Applicable Privacy Laws.

4

GRADE ORBIT'S COMPLIANCE WITH APPLICABLE PRIVACY LAWS.

Grade Orbit shall process Student Personal Data in compliance with the obligations placed on it under Applicable Privacy Laws and the terms of this DPA.

5

INSTRUCTIONS

Grade Orbit shall only process (and shall ensure that its personnel and Sub-Processors only process) the Student Personal Data in accordance with the User's instructions set out at Part A of this DPA and the terms of this DPA, except to the extent: (i) that alternative processing instructions are agreed between the parties in writing; or (ii) otherwise required by Applicable Privacy Laws (in which case, Grade Orbit shall inform User of that legal requirement before processing, unless applicable law prevents it doing so on important grounds of public interest). If Grade Orbit believes that any instruction received by it from the User is likely to infringe the Applicable Privacy Laws, it shall be entitled to cease to provide the functionality of collecting and storing

Student Personal Data on the Service, without liability, until the parties have agreed appropriate amended instructions which are not infringing.

6 SECURITY

To protect the Student Personal Data against accidental, unauthorised or unlawful destruction, loss, alteration, disclosure or access, the parties shall implement and maintain the technical and organisational measures asset out in Part B of this DPA.

7 SUB-PROCESSING

- (a) Grade Orbit's current list of Sub-Processors is set forth in Part C, which Grade Orbit may update in its discretion from time to time. The User may request an up-to-date list of Sub-Processors at any time acting reasonably. User may reasonably object to Grade Orbit's replacement of a Sub-Processor or use of a new Sub-Processor by notifying Grade Orbit promptly in writing, and in any case, within ten (10) Business Days after provision by Grade Orbit of its updated list. User shall provide reasonable grounds for its objection, which must relate to compliance with Applicable Privacy Laws. In the event User fails to object in the foregoing timeframe, such Sub-Processor(s) shall be deemed to be accepted by User and added to Part C.
- (b) In the event User reasonably objects to the replacement or use of new Sub-Processor(s), as permitted in Section 7(a), Grade Orbit will use commercially reasonable efforts to make available to User a change in the Service or recommend a commercially reasonable change to User's configuration or use of the Service to avoid processing of Student Personal Data by the objected-to replacement or new Sub-Processor(s). If Grade Orbit does not or is unable to make available such change within a reasonable time frame, User may terminate the applicable part of the Service which cannot be provided by Grade Orbit without the use of the objected-to replacement or new Sub-Processor(s), upon providing

thirty (30) Business Days written notice to Grade Orbit. Termination of affected Service by User shall be deemed a termination for convenience by User and shall not impact User's payment obligations under the Service T&Cs and/or applicable Order Forms.

- (c) Prior to the relevant Sub-Processor(s) carrying out any processing activities in respect of the Student Personal Data, Grade Orbit shall ensure that each such Sub-Processor(s) is bound by a written contract containing materially the same obligations as under this DPA that is enforceable by Grade Orbit. Grade Orbit shall: (i) remain fully liable to the User under this DPA for all the acts and omissions of each Sub-Processor as if they were its own (but not to a greater extent than that); and (ii) ensure that all persons authorised by Grade Orbit (including Grade Orbit's personnel) or any Sub-Processor to process Student Personal Data are subject to a binding written contractual obligation to keep the Student Personal Data confidential.

8 DATA SUBJECTS RIGHTS

- (a) Grade Orbit shall (at the User's cost) assist the User in ensuring compliance with the User's obligations pursuant to Articles 32 to 36 of the GDPR (and any similar obligations under the Applicable Privacy Laws) taking into account the nature of the processing and the information available to the User. Taking into account the nature of the processing, the parties shall (at the User's cost) assist the User by implementing appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the User's obligations to respond to requests for exercising the Data Subjects' rights under Chapter III of the GDPR (and any similar obligations under Applicable Privacy Laws) in respect of any Student Personal Data as this relates to such data.
- (b) Grade Orbit shall promptly notify the User of the Student Personal Data if

it receives a request from a Data Subject under any Data Protection Law in respect of either Student Personal Data and ensure that it does not respond to that request except on the documented instructions of the Controller of the relevant data or as required by applicable laws.

9 INTERNATIONAL TRANSFERS

The User agrees that Grade Orbit may transfer Student Personal Data to various locations in connection with providing the Service, including to Sub-Processors outside of the United Kingdom. Such transfers will be made in accordance with the Applicable Privacy Laws.

10 AUDITS AND PROCESSING

Each party shall, in accordance with Applicable Privacy Laws, make available to the other party such information that is in its possession or control as is necessary to demonstrate their compliance with the obligations placed on it under this DPA and to demonstrate compliance with the obligations on each party imposed by Article 28 of the GDPR (and under any equivalent Applicable Privacy Laws equivalent to that Article 28) for any Personal Data, and allow for and contribute to audits, including inspections, for this purpose (subject to a maximum of one audit request in any 12-month period, and provided that such audit is conducted on reasonable notice, during normal business hours in the United Kingdom, and results in minimal disruption, except where the audit relates to or follows a Personal Data Breach).

11 DELETION/RETURN

- (a) Upon termination of provision of the Service under the Service T&Cs, at the User's cost and the User's option, Grade Orbit shall either return the Student Personal Data to the User or securely dispose of such Student Personal Data except to the extent that any applicable law requires Grade Orbit to store such Student Personal Data. Grade Orbit shall not be required to retain any

Student Personal Data for longer than thirty (30) Business Days following termination of expiry of the Service T&Cs. In the absence of the User requesting the return of its Student Personal Data within this timeframe, Grade Orbit shall be entitled to delete such Student Personal Data as it sees fit.

- (b) Notwithstanding the foregoing Section 12(a), Grade Orbit shall not be obligated to delete any data which has since become integrated to the Service or Grade Orbit's own database during or after the term of the Service T&Cs (including any User Data), such data either not being Personal Data to the extent that it has been anonymised and aggregated so no Data Subject is personally identifiable and such data cannot be attributed to the User or any Data Subject), or Grade Orbit becoming Controller of such data (it being User Personal Data and not Student Personal Data), and thus being responsible for its own compliance with Applicable Privacy Laws in respect of such datasets, in accordance with Section 1(3) above and Grade Orbit's own Controller obligations.

12 LIABILITY

Grade Orbit shall only be liable for their own breach of the Applicable Privacy Laws or of this DPA and shall not be jointly and/or severally liable for the User's breach. Accordingly, the User agrees to hold Grade Orbit harmless and to indemnify Grade Orbit for any losses incurred due to the breach of the Applicable Privacy Laws arising out of or in connection with a Grade Orbit's processing activity of Student Personal Data as contemplated in Section 13, except where such liability arises solely due to Grade Orbit's breach of this DPA. In all cases, Grade Orbit's liability to the User for any breach of this DPA or the Applicable Privacy Laws shall be subject to the cap on liability contained in the Service T&Cs.

13 GENERAL TERMS.

- (a) **Confidentiality.** The confidentiality provisions in the Service T&Cs shall

apply to all information and data contemplated under this DPA.

- (b) **Notices.** All notices and communications given under this DPA must be in writing and will be delivered personally, sent by post or by email to the address or email as set out in the Service T&Cs.
- (c) **Governing Law and Jurisdiction.** This DPA is governed by the laws of England and Wales. Any dispute arising in connection with this DPA, which the Parties will not be able to resolve amicably, will be submitted to the exclusive jurisdiction of the courts of England and Wales.

Part A Processing Activities by Grade Orbit

Processing of the Student Personal Data by Grade Orbit under this DPA and the Service T&Cs, shall be for the subject-matter, duration, nature and purposes and involve the types of Personal Data and categories of Data Subjects set out in this Part A.

Duration of the processing	For the duration of the Service T&Cs, and as long as Grade Orbit has Student Personal Data in its possession (whichever is later).
Nature and purpose of the processing	Grade Orbit will permit the User to submit Personal Data of Students contained within uploaded assignments or coursework. This enables Grade Orbit to provide the Service to the User and allows the processing of Student Personal Data for the purpose of automated AI marking, assessment, and detection.
Type of Personal Data	Name, Email address, Grades of students, Year groups and classes of students.
Categories of Data Subjects	Students (as defined in the Service T&Cs).

Part B Minimum technical and organisational security measures

In accordance with Applicable Privacy Laws, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of the processing of the Student Personal Data to be carried out under or in connection with this Service T&Cs, as well as the risks of varying likelihood and severity for the rights and freedoms of natural persons and the risks that are presented by the processing, especially from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Student Personal Data transmitted, stored or otherwise processed, the parties shall implement appropriate technical and organisational security measures appropriate to the risk, including, as appropriate, those matters mentioned in Articles 32(1)(a) to 32(1)(d) (inclusive) of the GDPR, to Student Personal Data.

Part C Grade Orbit's appointed Sub-Processors

Sub-Processor	Processing Activity	Location (inside or outside of the UK or EEA)	Compliance URL	International Transfer Mechanism
Supabase	Authentication, primary database, file storage	EU (Frankfurt) — operated by Supabase Inc., US	https://supabase.com/privacy	UK IDTA + EU SCCs

Sub-Processor	Processing Activity	Location (inside or outside of the UK or EEA)	Compliance URL	International Transfer Mechanism
Google Gemini	AI marking, AI detection, transcription, suggested improvements	US — Google LLC	https://support.google.com/gemini/answer/13594961?hl=en-GB	UK IDTA + EU SCCs, no-training contractual stance
Google Cloud Vision	OCR for Student Work, marking criteria, and reference text uploads.	US — Google LLC	https://cloud.google.com/privacy	UK IDTA + EU SCCs
Resend	Transactional and product email delivery	US — Resend Inc.	https://resend.com/legal/privacy-policy	UK IDTA + EU SCCs
Stripe	Payment processing for credit purchases and subscriptions	US / Ireland — Stripe Payments Europe Ltd.	https://stripe.com/gb/privacy	UK IDTA + EU SCCs (Stripe acts as an independent controller for payment data)
Sentry	Error monitoring and crash reporting	US — Functional Software, Inc.	https://sentry.io/privacy/	UK IDTA + EU SCCs
Vercel	Application hosting, edge runtime, cron, geo-IP	US — Vercel Inc.	https://vercel.com/legal/privacy-notice	UK IDTA + EU SCCs