

LEGAL & COMPLIANCE

Data Processing Agreement

Version 1.0 | Effective: April 2026 | Home Watch IT, LLC

Who this applies to: This Agreement applies to all customers of Home Watch IT, LLC who use the HWIT Services to process personal data of individuals located in the European Union, European Economic Area, or United Kingdom. It supplements and forms part of the HWIT Master Services Agreement.

1. Background and Purpose

Home Watch IT, LLC ("**Processor**") provides home watch management software (the "**Services**") to home watch professionals under the HWIT Master Services Agreement ("**Service Agreement**"). This Data Processing Agreement ("**DPA**") sets out the terms under which such processing takes place and satisfies the requirements of Article 28 of EU Regulation 2016/679 ("**EU GDPR**") and the equivalent United Kingdom legislation ("**UK GDPR**"). This DPA forms part of and supplements the Service Agreement. In the event of conflict, this DPA shall prevail in relation to all matters concerning personal data processing.

2. Definitions

Term	Meaning
Applicable Law	EU GDPR (Regulation 2016/679), UK GDPR, and all subordinate legislation

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Reject

Accept

Data Subject	Any identified or identifiable natural person whose personal data is processed under this DPA.
End-User Personal Data	Personal data relating to the Controller's customers, including names, postal addresses, contact details, property information, and security access information (including alarm codes).
Personal Data Breach	A breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Customer Data.
Processor	Home Watch IT, LLC, which processes Customer Data on behalf of and under the instruction of the Controller.
SCCs	Standard Contractual Clauses approved by the European Commission under Decision (EU) 2021/914 of 4 June 2021.
Services	The HWIT software platform, including scheduling, visit reporting, AI-powered document search, automated email delivery, customer portal access, and related features.
Sub-Processor	Any third party engaged by the Processor to process Customer Data in connection with the Services.
UK Addendum	The International Data Transfer Addendum to the SCCs issued by the UK ICO, Version B1.0, in force 21 March 2022.

3. Roles of the Parties

The **Controller** is the data controller for all End-User Personal Data processed through the Services. The **Processor** is the data processor, acting solely on the Controller's documented instructions. The Processor shall not process Customer Data for any purpose other than providing the Services, except where required to do so by applicable law. Each Party shall comply with its respective obligations under Applicable Law.

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Purposes	Enabling the Controller to manage home watch visit scheduling, field reporting, customer communications, invoicing support, and AI document search.
Duration	For the duration of the Service Agreement and until all Customer Data is deleted in accordance with clause 9 of this DPA.
Categories of Personal Data	Names; postal addresses; email addresses; telephone numbers; property access and security information (including alarm codes); visit reports and visit records; scheduling information.
Categories of Data Subjects	The Controller's end-user customers (homeowners and property owners); the Controller's employees and authorised field staff.
Special Categories of Data	None. The Services are not designed to process special category data as defined under Article 9 GDPR.

5. Processor Obligations

5.1 Instructions

The Processor shall process Customer Data only on the documented instructions of the Controller. If required by applicable law to process beyond those instructions, the Processor shall inform the Controller before such processing, unless legally prohibited from doing so.

5.2 Confidentiality

The Processor shall ensure that all personnel authorised to process Customer Data are subject to binding confidentiality obligations and are made aware of the requirements of this DPA.

5.3 Security

The Processor shall implement and maintain appropriate technical and organisational measures including: encryption of personal data in transit and at rest; measures to ensure ongoing confidentiality,

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Processor, provide at least 30 days' notice of any Sub-Processor change, and remain fully liable for their acts and omissions.

5.5 Data Subject Rights

The Processor shall, insofar as technically possible, assist the Controller in fulfilling obligations to respond to Data Subject requests. The Processor shall notify the Controller without undue delay if it receives a Data Subject request directly.

5.6 Audit Rights

The Processor shall, upon reasonable written request (no more than once per 12-month period), provide the Controller with information sufficient to demonstrate compliance with this DPA.

6. Personal Data Breach Notification

The Processor shall notify the Controller without undue delay, and in any event within **48 hours** of becoming aware of a Personal Data Breach, including a description of the nature of the breach, categories and approximate number of Data Subjects and records affected, likely consequences, and measures taken to address it.

7. International Data Transfers

Customer Data is stored and processed in the United States of America. The Controller hereby authorises such transfer on the basis of the following safeguards:

Sub-Processor	EU Transfer Mechanism	UK Transfer Mechanism
AWS	EU–US Data Privacy Framework	UK–US Data Bridge
Supabase	EU–US DPF; SCCs	UK Addendum to SCCs
Google Cloud	EU–US Data Privacy Framework	UK–US Data Bridge

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Make.com / Celonis	EU entity (Czechia) — no transfer required	UK Addendum for UK-originating data
PDFShift	EU entity (France) — no transfer required	UK Addendum for UK-originating data
MonitorQA	SCCs (EU Commission Decision 2021/914, Module 2)	SCCs + UK Addendum

The Standard Contractual Clauses (Controller to Processor, Module 2) under Commission Decision (EU) 2021/914 are hereby incorporated into this DPA by reference. Governing law: Ireland. Competent supervisory authority: the Irish Data Protection Commission. For UK data, the UK Addendum (ICO Version B1.0) is incorporated alongside the SCCs.

8. Controller Obligations

The Controller warrants that it has a lawful basis for all processing; has provided Data Subjects with all required privacy notices; shall not instruct the Processor to process data in a manner that would violate Applicable Law; and shall not submit special category personal data without prior written agreement.

9. Data Retention and Deletion

Upon termination, the Processor shall **immediately** delete all live Customer Data; purge residual copies in encrypted backups within **15 days**; and confirm deletion in writing upon request.

10. Liability

Each Party shall be liable to the other for damages caused by its breach of this DPA or Applicable Law. The Processor's total aggregate liability shall be subject to the limitations set out in the Service Agreement.

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12. General Provisions

This DPA is governed by the laws of Ireland (other than SCCs/UK Addendum). It constitutes the entire agreement between the Parties regarding personal data processing and supersedes all prior agreements on such subject matter.

Schedule A — Annex I: Description of Processing

Data Exporter (Controller)	The HWIT customer identified in the Service Agreement: a home watch services company using the HWIT platform.
Data Importer (Processor)	Home Watch IT, LLC, 12895 Josey Ln #124-1155, Dallas TX 75234, USA. Contact: info@homewatchit.com
Categories of Data Subjects	End-user customers of the Controller (homeowners and property owners); employees and field staff of the Controller.
Categories of Personal Data	Names; postal addresses; email addresses; telephone numbers; property-specific notes and access/security information (including alarm codes); visit reports; scheduling information.
Special Categories	None intended.
Frequency of Transfer	Continuous, for the duration of the Service Agreement.
Retention Period	Duration of the Service Agreement. All live data deleted immediately upon termination; residual backup copies purged within 15 days.
Supervisory Authority (EU)	Irish Data Protection Commission (DPC) — dataprotection.ie
Supervisory Authority (UK)	UK Information Commissioner's Office (ICO) — ico.org.uk

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Amazon Web Services (AWS)	USA	Cloud infrastructure & hosting	EU–US DPF; UK–US Data Bridge; SCCs
Supabase Inc.	USA	Database (PostgreSQL)	EU–US DPF; SCCs; UK Addendum
Google Cloud Platform	USA	Cloud infrastructure	EU–US DPF; UK–US Data Bridge; SCCs
OpenAI Ireland Ltd.	Ireland (EEA)	AI-powered document search	EEA entity; SCCs for onward transfers; UK Addendum
SMTP2GO (Sand Dune Mail Ltd.)	New Zealand	Transactional email delivery	SCCs Module 2 (EU 2021/914); UK IDTA (ICO v. B1.0)
Make.com (Celonis)	Czechia (EEA)	Workflow automation	EEA entity; UK Addendum for UK data
PDFShift	France (EEA)	Workflow automation	EEA entity; UK Addendum for UK data
MonitorQA	USA	Field reporting software (HWIT master account; client accounts managed under it; data accessed via API)	Data Processing Agreement; SCCs

Data Protection Contact

Home Watch IT, LLC

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Email: info@homewatchit.com

Phone: +1 (214) 461-0166

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Home Watch IT

Purpose-built software for professional home watch businesses. Used on 4 continents.

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info@homewatchit.com

SOLUTIONS

Solutions Overview

HWIT Fundamentals

HWIT for Method:CRM

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