

Data Processing Agreement

Article 28 of Regulation (EU) 2016/679 (GDPR)

VERSION

2026-10

PROCESSOR

TechWatchAlert

LANGUAGE

EN



TechWatchAlert

TEMPLATE — LEGALLY REVIEWED VERSION TO COME

This document is a template published to help your assessment. It has not yet been legally reviewed or signed by the publisher: as it stands, it binds neither you nor TechWatchAlert. The signed version will replace this template at the same address.

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Between the customer, controller (the "Customer"), and [to be completed], publisher of the TechWatchAlert service (the "Processor").

1. Purpose

This agreement sets out the conditions under which the Processor processes personal data on behalf of the Customer as part of the TechWatchAlert service (vulnerability monitoring, technical inventory, alerts, reports). It supplements the terms of service; in case of conflict on data protection, it prevails.

2. Description of the processing

The nature, purpose and duration of the processing, the categories of data subjects and of data are described in Annex I. The Customer does not send special categories of data within the meaning of Article 9 GDPR through the service.

3. Documented instructions

The Processor processes the data only on documented instructions from the Customer, including with regard to transfers outside the European Union. The contract, the Customer's configuration of the service and this agreement constitute these instructions. If an instruction appears to infringe the GDPR, the Processor informs the Customer without delay.

4. Confidentiality

Persons authorised to process the data are bound by confidentiality and access it only to the extent necessary for the service.

5. Security

The Processor implements the technical and organisational measures of Article 32 GDPR described in Annex II and on the trust center. It may change them without lowering the level of protection.

6. Sub-processors

The Customer gives general authorisation for the sub-processors listed in Annex III. The Processor informs the Customer of any addition or replacement at least 30 days before it takes effect, by publication on the trust center and by email to the people subscribed to change notifications. The Customer may object to a change, with reasons, before it takes effect. Failing agreement, the Customer may terminate the service free of charge before that date. The Processor imposes equivalent data protection obligations on each sub-processor and remains liable for their performance.

7. Data subject rights

The Processor assists the Customer, by appropriate measures, in responding to requests to exercise data subject rights. A request received directly is forwarded to the Customer without delay.

8. Personal data breaches and assistance

The Processor notifies the Customer of any personal data breach without undue delay and no later than 48 hours after becoming aware of it, with the information available. It assists the Customer in complying with Articles 32 to 36 GDPR (security, notification, impact assessment, prior consultation).

9. End of processing

Throughout the contract, the Customer can export its data from the service free of charge. At the end of the contract or when the organization is deleted, the data is permanently erased 30 days later, unless the law requires retention; it remains recoverable during that period.

10. Audit and information

The Processor makes available the information needed to demonstrate compliance with this agreement (trust center, software bill of materials, questionnaire answers). It allows an audit by the Customer or a mandated auditor bound by confidentiality, once a year and after a breach, with 30 days' notice.

11. Transfers outside the European Union

Service data is hosted in the European Union. Transfers made by some sub-processors are flagged in Annex III with their safeguard (adequacy decision, Data Privacy Framework, European Commission standard contractual clauses).

12. Managed service providers

Where the Customer uses the service on behalf of its own clients (managed service provider), it acts as their processor and TechWatchAlert as its sub-processor. The Customer passes on to its clients the information in this agreement, in particular the list of sub-processors and its changes.

13. Term and governing law

This agreement applies for the duration of the contract and for as long as the Processor holds Customer data. It is governed by French law.

Annex I — Description of the processing

Nature

Hosting, storage, analysis and matching of the technical inventory with published vulnerabilities; sending alerts and reports.

Purpose

Provision of the TechWatchAlert service to the Customer.

Duration

Term of the contract, then 30 days before permanent erasure.

Data subjects

The Customer's users; contacts designated by the Customer (alert recipients, owners).

Data

Identification and contact (name, email, job title), login data and audit logs, technical inventory (components, versions, host names or addresses provided by the Customer), cases and comments.

Annex II — Technical and organisational measures

Hosting: OVHcloud data centres in the Paris region (France, European Union). Encryption in transit (TLS), hashed passwords, two-factor authentication, OpenID Connect SSO, short-lived access tokens, API keys stored as hashes, separated services and networks, non-root containers, audit log, backups, software bill of materials. Up-to-date detail: <https://techwatchalert.com/en/trust/>.

Annex III — Sub-processors (register version 1, 2026-10-18)

Sub-processor	Role	Country	Safeguards
OVHcloud (OVH SAS)	Hosting of the servers, the database and the mail server	France	Not applicable: hosted in France
Cloudflare, Inc.	Reverse proxy, page delivery (CDN) and attack protection in front of the website and the application	United States	EU-US Data Privacy Framework (under appeal before the CJEU) with standard contractual clauses as fallback
PostHog, Inc.	Audience measurement for the website and the application	US company; data hosted in the EU (Frankfurt)	Data processing agreement (DPA) and standard contractual clauses
Mistral AI	"Vigie" assistant and AI features	France; hosted in the EU	Not applicable: processed in the European Union
Paddle (Paddle.com Market Limited)	Merchant of Record: payment, invoicing and taxes for subscriptions	United Kingdom	European Commission adequacy decision for the United Kingdom, or standard contractual clauses

Signatures**For the Customer**

Name and title

Date

Signature

For the Processor

Unsigned template: the version signed by the publisher will be published after legal review.

Name and title

Date

Signature