

SYNTHETIC VENDOR PAPER

Contoso Analytics DPA

Data Processing Addendum

DESIGNED RISK PROFILE: AMBIGUITY AND MULTIPLE DEVIATIONS

Matter	MAT-2026-031
Controller	Fourth Coffee Retail Group
Processor	Contoso Analytics Ltd.
Effective date	23 September 2026
Governing agreement	Cloud Services Agreement
Review posture	Vendor paper · Expedited pilot

Training notice. All parties, facts, clauses, dates, and outcomes in this document are fictional. Use only for demonstration and evaluation.

1. Scope and definitions

This Addendum governs Processor's handling of Personal Data for the Services.

1.1 Roles

Fourth Coffee Retail Group is Controller and Contoso Analytics Ltd. is Processor for Personal Data described in Schedule 1.

1.2 Instructions

Processor shall process Personal Data only on documented instructions, including transfers, unless applicable law requires otherwise.

1.3 Confidentiality

Processor shall ensure persons authorized to process Personal Data are bound by confidentiality obligations.

2.1 Purpose limitation

Processing is limited to hosting, support, security, and analytics necessary to deliver the Services.

2.2 Data subjects

Authorized users, client personnel, patients, and business contacts as configured by Controller.

3. Subprocessors

Changes to the processing chain may create operational and regulatory exposure.

3.1 Authorization MATERIAL DEVIATION

Processor may modify its online subprocessor page from time to time. Controller is responsible for monitoring the page.

3.2 Flow-down terms

Processor shall impose data protection obligations materially equivalent to this Addendum and remains responsible for each subprocessor's performance.

3.3 Current list

The current subprocessor list will identify the entity, location, and processing purpose.

Operational note

The mechanism relies on customer monitoring and provides no meaningful objection right.

4. Security and incidents

The parties allocate responsibilities for safeguards, investigation, and notice.

4.1 Security program

Processor shall maintain administrative, physical, and technical safeguards appropriate to the nature of the Personal Data and risk of processing.

4.2 Security incident notice **MATERIAL DEVIATION**

Processor shall notify Controller promptly after Processor validates that a security event materially affected Personal Data.

4.3 Cooperation

Processor shall investigate, mitigate, preserve relevant evidence, and provide information reasonably requested for Controller's response.

4.4 No admission

Incident notice does not constitute an admission of fault or liability.

5. Return, deletion, and assistance

Deletion obligations must remain testable after termination.

5.1 Return or deletion

At Controller's election, Processor shall return or delete active copies of Personal Data within thirty days after termination.

5.2 Backup copies **MATERIAL DEVIATION**

Backup and archival copies may be retained according to Processor's standard retention cycle and deleted in the ordinary course.

5.3 Data subject requests

Processor shall provide reasonable assistance with access, correction, deletion, and objection requests, taking into account the nature of processing.

5.4 Regulatory inquiries

Processor shall notify Controller of a regulator request unless prohibited by law.

6. Liability, audit, and transfers

Commercial remedies and verification rights determine the practical enforceability of the Addendum.

6.1 Liability REVIEW REQUIRED

Total liability, including for this Addendum, shall not exceed fees paid for the three months preceding the claim.

6.2 Audit evidence

Processor may satisfy audit requests with a summary report selected by Processor; no remediation information is required.

6.3 International transfers

Processor may process Personal Data wherever its affiliates or subprocessors operate, subject to applicable law.

6.4 Order of precedence

This Addendum controls over conflicting terms of the governing agreement for Personal Data processing.

Signatures

Fourth Coffee Retail Group

By: _____

Name / Title: _____

Contoso Analytics Ltd.

By: _____

Name / Title: _____