

SYNTHETIC VENDOR PAPER

Fabrikam Cloud DPA

Data Processing Addendum

DESIGNED RISK PROFILE: MOSTLY COMPLIANT

Matter	MAT-2026-022
Controller	Lakeview Manufacturing Corp.
Processor	Fabrikam Cloud Services, Inc.
Effective date	14 September 2026
Governing agreement	Cloud Services Agreement
Review posture	Vendor paper · Renewal

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

Lakeview Manufacturing Corp. is Controller and Fabrikam Cloud Services, Inc. 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

Processor shall provide at least thirty (30) days' prior written notice of a new subprocessor. Controller may object on reasonable data-protection grounds during that period.

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 notice and objection mechanism meets PB-021.

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

Processor shall notify Controller without undue delay and no later than seventy-two (72) hours after discovery of an actual or reasonably suspected Security Incident.

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 **REVIEW REQUIRED**

Inaccessible backup copies may be retained for up to one hundred twenty (120) days, remain protected, and not be used except for disaster recovery.

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

Liability for confidentiality, security, and data-protection obligations is capped at two times fees paid or payable during the preceding twelve months.

6.2 Audit evidence

Processor will provide current independent assurance reports and remediation status; onsite review is available after a material incident or unresolved control finding.

6.3 International transfers

Restricted transfers will use an approved transfer mechanism and supplementary measures documented in Schedule 3.

6.4 Order of precedence

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

Signatures

Lakeview Manufacturing Corp.

By: _____

Name / Title: _____

Fabrikam Cloud Services, Inc.

By: _____

Name / Title: _____