

SYNTHETIC VENDOR PAPER

Northwind Health Vendor DPA

Data Processing Addendum

DESIGNED RISK PROFILE: MATERIAL DEVIATIONS

Matter	MAT-2026-017
Controller	Northwind Health Services, Inc.
Processor	Alpine Systems LLC
Effective date	24 September 2026
Governing agreement	Cloud Services Agreement
Review posture	Vendor paper · New procurement

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

Northwind Health Services, Inc. is Controller and Alpine Systems LLC 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 appoint additional subprocessors by updating the list available on its website. Continued use of the Services constitutes acceptance.

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

No advance written notice period or express objection right is provided.

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 without undue delay and in no event later than one hundred twenty (120) hours after confirmation of a 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 **MATERIAL DEVIATION**

Data retained in routine backup systems may be preserved until deleted in the ordinary course of business.

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

Each party's aggregate liability under this Addendum shall not exceed fees paid during the six months preceding the event giving rise to liability.

6.2 Audit evidence

Upon written request, Processor will provide its then-current SOC 2 Type II report, subject to confidentiality.

6.3 International transfers

Processor may transfer Personal Data to listed processing locations using the Standard Contractual Clauses where required.

6.4 Order of precedence

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

Signatures

Northwind Health Services, Inc.

By: _____

Name / Title: _____

Alpine Systems LLC

By: _____

Name / Title: _____