

Comcast Business U.S. Processor Addendum

This Addendum is incorporated by reference into the Business Services Customer Terms and Conditions or other services agreement (“**Agreement**”) by and between **Comcast** and **Customer**. If there are other data processing terms in place between the parties, then this Addendum supplements those terms and, in the event of a conflict between this Addendum and those other terms, this Addendum shall prevail. All terms not otherwise defined herein shall have the same meaning as set forth in the Agreement.

- 1. Scope:** This Addendum applies to Covered Data.
- 2. Limited Processor:** Comcast will process Covered Data on behalf of Customer only for the purposes described in the Agreement, associated Service or Sales Order(s), as set forth on business.comcast.com/privacy, or as otherwise instructed by Customer. Comcast will not retain, use, or disclose Covered Data from Customer for any commercial purpose other than (a) for the limited and specific purposes of providing the Services under the Agreement; (b) using the Personal Data for the operational purposes permitted by Applicable Privacy Laws; and (c) using the Personal Data to comply with Comcast’s legal obligations. Except as instructed by Customer or as otherwise permitted under the Agreement, Comcast will not retain, use, or disclose Covered Data outside of its direct business relationship with Customer or “sell” or “share” (as defined by Applicable Privacy Laws) the Covered Data.

Comcast will implement commercially reasonable physical, administrative, and technical security controls for its processing of Covered Data that are appropriate to the context and the risk of the Personal Data being processed.

Except as permitted by Applicable Privacy Laws or this Addendum, Comcast agrees not to combine Covered Data with other Personal Data that Comcast receives from another entity or that Comcast collects itself; provided that this does not restrict Comcast from combining data as authorized by Customer or processing Personal Data in the same system(s) that process Personal Data on behalf of itself or others.

Comcast grants Customer the right, upon notice, (a) to take reasonable and appropriate steps to help ensure that Comcast’s processing of Covered Data is consistent with Customer’s obligations under Applicable Privacy Laws and (b) reasonably request that Comcast stop and remediate any unauthorized use of Covered Data by Comcast. Customer may request the completion of a written security questionnaire once per year, and Comcast will provide reasonable information to demonstrate its compliance with its obligations under this Addendum pursuant to Applicable Privacy Laws. Customer agrees that its right to request a written security questionnaire shall be deemed satisfied if Comcast can, upon request, provide (including by making it available on Comcast’s website) an executive summary of its current third-party audit related to its processing of Customer’s Covered Data.

When required under Applicable Privacy Laws, Comcast may notify Customer of its subprocessors by posting a list to business.comcast.com/privacy. If Applicable Privacy Law allows Customer the right to object to Comcast’s new subprocessors, Customer must make said objection within thirty (30) days of initial notification, and Comcast reserves the right to, without penalty, terminate the Agreement. Comcast’s subprocessors that process Customer’s Personal Data on Comcast’s behalf are subject to a

duty of confidentiality and have a written agreement that requires them to meet their obligations under Applicable Privacy Laws and is materially at least as protective as this Addendum.

To the extent required by Applicable Privacy Laws and until such time as Comcast makes available to Customer a self-service mechanism(s) that enables Customer to access, modify, or delete Customer Covered Data, Comcast will implement and maintain reasonable processes and procedures that enable Comcast, upon Customer's request, to (a) provide or make available to Customer any unique Covered Data that Customer had not provided to Comcast, and (b) securely erase or destroy any Covered Data, in each case necessary to facilitate Customer's response to a consumer request under Applicable Privacy Law. Notwithstanding anything to the contrary, Customer shall always remain responsible for receiving, verifying, and responding to all consumer requests under Applicable Privacy Laws. More information about how to submit consumer rights requests related to the Comcast Services is available at business.comcast.com/privacy.

Comcast certifies that it understands and will comply with the restrictions contained herein and will comply with and provide the same level of privacy protection as required by Applicable Privacy Laws. Comcast will notify Customer if it determines that it can no longer meeting its obligations under Applicable Privacy Laws.

3. Definitions: For the purposes of this Addendum, the following terms have the following meanings:

"Applicable Privacy Laws" means those privacy and data protection laws and regulations that are applicable to the Covered Data.

"Covered Data" means the Personal Data that is identified in the "Covered Services Summary" document found on business.comcast.com/privacy.

"Personal Data" means that data provided by Customer to Comcast, as defined by Applicable Privacy Laws, that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with an individual or household.