

1. SCOPE

This Data Protection Addendum (“**DPA**”) is between the operating Affiliate of Comcast Cable Communications Management, LLC that provide the Services (“**Comcast**”), and customer legal entity identified in the Agreement (“**Company**”), and is incorporated in to any and all agreements, statements of work, and other contractual agreements (“**Agreement**”) between Comcast and Company.

2. DEFINITIONS

- 2.1. The following additional terms have the meanings set forth below for purposes of the DPA only. All capitalized terms not defined in this DPA will have the meanings set forth in the Agreement.
- 2.2. “**Affiliate**” means an entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, Comcast.
- 2.3. “**Controller**” means the entity that determines the purposes and means of the Processing of Personal Data as defined by Data Protection Law.
- 2.4. “**Comcast Personal Data**” means Personal Data that Comcast Processes in connection with this DPA and the Agreement in the capacity of a Controller as specified in the Service Specific Details.
- 2.5. “**Company Personal Data**” means Personal Data that Comcast Processes in connection with this DPA and the Agreement in the capacity of a Processor on behalf of the Company as specified in the Service Specific Details.
- 2.6. “**Data Protection Law**” means all data protection and privacy laws applicable to the processing of Personal Data under the Agreement and as described in **Appendix 1**, including Regulation 2016/679 (General Data Protection Regulation) (“**GDPR**”), national laws implementing the EU e-Privacy Directive (Directive 2002/58/EC), the FADP, the United Kingdom General Data Protection Regulation (as defined in the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019 and as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018) (“**UK GDPR**”), the United Kingdom Data Protection Act 2018, or and any regulations, instruments or codes of practice issues pursuant to that Act, the United Kingdom Privacy and Electronic Communications (EC Directive) Regulations 2003 (together, the “**European Laws**”), and all subsequent applicable data protection and privacy laws.
- 2.7. “**Data Subject**” means an identified or identifiable natural person as defined by Data Protection Law.
- 2.8. “**FADP**” means Swiss Federal Act on Data Protection of 19 June 1992.
- 2.9. “**Personal Data**” means information relating to an identified or identifiable Data Subject as defined under Data Protection Law.
- 2.10. “**Personal Data Breach**” means a breach of security resulting in the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of or access to Company Personal Data that Comcast Processes in the course of providing the Services.
- 2.11. “**Process**” or “**Processing**” means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction.
- 2.12. “**Processor**” means an entity that processes Personal Data on behalf of another entity.
- 2.13. “**Protected Territory**” means the European Economic Area, United Kingdom, Switzerland and countries designated by the European Commission, United Kingdom Government, or Swiss Federal Data Protection Authority as providing an adequate level of protection for Personal Data.
- 2.14. “**Sensitive Personal Data**” means special category data and criminal offence data as defined in GDPR.

2.15. “**Service Specific Details**” means the information required in **Appendix 1** and **Appendix 3** and as set out in the relevant service-specific processing information found at www.business.comcast.com/privacy in respect of the identified Service.

2.16. “**Subprocessor**” means any entity that Processes Company Personal Data on behalf of Comcast.

2.17. “**U.S. Processor Addendum**” means the agreement set out at www.business.comcast.com/privacy.

3. INTERNATIONAL DATA TRANSFER

The parties will comply with any international data transfer mechanism that may be required by applicable Data Protection Law. If the international data transfer mechanism on which the parties rely is invalidated, amended or superseded, the parties will work together (at no additional cost) in good faith to find a suitable alternative or implement the amended or superseded terms. Company agrees to authorize the transfers of or access to Personal Data by Comcast in a location outside the country of origin of the Personal Data in accordance with any applicable Appendices to this DPA, subject to Comcast’s obligations under Data Protection Laws. Company also agrees that Comcast can transfer or provide access to the Company Personal Data to Subprocessors, as approved under section 5.4 below.

4. COMPANY’S OBLIGATIONS

Company will ensure that it makes available a privacy policy to Data Subjects that governs its data collection and use practices, which shall include Comcast’s Processing of the Personal Data under the Agreement.

5. COMCAST’S OBLIGATIONS AS PROCESSOR

5.1. Comcast may Process Company Personal Data as necessary to detect data security incidents or protect against fraudulent or illegal activity and to build or improve the quality of its products and services.

5.2. The obligations and prohibitions described in the remainder of this section 5 apply to Comcast only insofar as it Processes Company Personal Data in its capacity as a Processor.

5.3. Scope of Processing.

5.3.1. Comcast will Process Company Personal Data solely to carry out the Personal Data Processing described in **Appendix 1**, in accordance with Company’s lawful documented instructions, or as may be required by applicable law. Company may contact Comcast if Company reasonably believes that Comcast’s Personal Data Processing activities are inconsistent with **Appendix 1** or the Agreement and Comcast will promptly respond to Company’s concerns, including a proposal to remediate those concerns. Comcast will notify Company if it believes that it cannot follow Company’s instructions or fulfil its obligations under the Agreement because of a legal obligation to which it is subject, unless Comcast is prohibited by law from making such notification.

5.3.2. To the extent that Comcast is Processing Company Personal Data related to a Data Subject residing within the United States or its territories, the then-current U.S. Processor Addendum set forth at business.comcast.com/privacy shall apply.

5.4. Comcast’s Subprocessors.

Company agrees that Comcast may use the Subprocessors listed in **Appendix 1** below and at business.comcast.com/privacy. Company grants Comcast general authorization to engage Subprocessors if Comcast and those Subprocessors enter into an agreement that is materially at least as protective as this DPA. Comcast will notify Company of any additions to or replacements of its Subprocessors by updating the webpage available as set out in **Appendix 1** below and at business.comcast.com/privacy and make that list available on Company’s request. Comcast will provide Company with at least 30 days to raise a reasonable objection to the addition or replacement of Subprocessors in connection with Comcast’s performance under the Agreement, calculated from the date Comcast’s website is updated.

5.5. Cooperation.

- 5.5.1. Data Subject Requests. Taking into account the nature of the processing, and by appropriate technical and organizational measures, insofar as this is possible, Comcast will promptly inform Company if Comcast receives a request from a Data Subject to exercise their rights under applicable Data Protection Law with respect to their Company Personal Data in connection with the Company Personal Data Processing activities described in **Appendix 1**. Company will be responsible for responding to such requests. Comcast will provide Company with commercially reasonable assistance, upon request, to help Company to respond to a Data Subject's request.
- 5.5.2. Other Requirements of Data Protection Law. Upon request, and in connection with the Company Personal Data Processing activities described in **Appendix 1**, Comcast will provide relevant information to enable Company to prepare data protection impact assessments or conduct prior consultations with data protection authorities.
- 5.6. Confidentiality. Comcast will ensure that its employees, independent contractors, and agents are subject to an obligation to keep Company Personal Data confidential.
- 5.7. Data Security. Comcast will maintain written information security policy that defines reasonable security controls, taking into account the state of the art; cost of implementation; the nature, scope, context, and purposes of Company Personal Data Processing; and the risk to Data Subjects of a Personal Data Breach affecting Company Personal Data. A description of the technical and organizational security measures is included in **Appendix 2**.
- 5.8. Personal Data Breach. Comcast will notify Company without undue delay of a Personal Data Breach affecting the Company Personal Data Processing activities described in **Appendix 1**. Upon request, Comcast will provide information to Company about the Personal Data Breach to the extent necessary for Company to fulfill any obligations it has to investigate or notify authorities, except that Comcast reserves the right to redact information that is confidential or competitively sensitive. Notifications will be delivered to the contact addresses listed in the Agreement. Company agrees that email notification of a Personal Data Breach is sufficient. Company agrees that it will notify Comcast if it changes its contact information.
- 5.9. Deletion or Return of Company Personal Data. At the expiration or termination of the Agreement, Comcast will, without undue delay, (i) return all Company Personal Data (including copies thereof) to Company and/or (ii) use commercially reasonable efforts to destroy all Company Personal Data (including copies thereof), in each case unless applicable law requires otherwise or the parties otherwise expressly agree in writing. For any Company Personal Data that Comcast retains after expiration or termination of this Agreement (for example, because Comcast is obligated to retain it), Comcast will continue to comply with the data security and privacy provisions of this DPA as set out in **Appendix 2**.
- 5.10. Audits. Upon written request that includes a statement of reasons for the request, Comcast will make available to Company applicable documentation that is responsive to Company's request, including third-party audit reports or certifications to the extent they are available. To the extent that such audit reports or certifications do not satisfy Company's request, Comcast will provide Company or Company's designated third party (which Company agrees may not be a competitor to Comcast) with the information necessary to demonstrate compliance with Article 28 of the GDPR or the relevant audit provisions of EU SCCs, as applicable. Company will treat all information received pursuant to this section as Confidential Information consistent with the terms of the Agreement. Company agrees that Comcast's obligations under this Section 5.10 are limited to the Company Personal Data Processing activities described in **Appendix 1**.

Appendix 1: Description of the Parties' Personal Data Processing Activities

As specified within the Service-Specific Details with respect to each relevant Service and each relevant Affiliate.

Appendix 2: Description of Technical and Organizational Security Measures

Comcast will maintain security measures at least as protective as those in the then current Information Security Requirements set forth in the Information Security Standards available at www.business.comcast.com/privacy.

Appendix 3 – Transfers (EEA, UK and Switzerland)

1. For the purposes of this Appendix 3, the following terms have the following meanings:

1.1. “Standard Contractual Clauses” (“SCCs”) means:

1.1.1. the European Union standard contractual clauses for the transfer of personal data from the European Economic Area to third countries (excluding the United Kingdom) or any successor documents or data transfer schemes. As at the date of this Agreement, a reference to “SCCs” means the clauses contained in module 1 (controller-to-controller) with respect to Comcast Personal Data or module 2 (controller-to-processor) with respect to Company Personal Data of the annex to the Commission Implementing Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council;

1.1.2. in respect of Comcast Personal Data and Company Personal Data to which the FADP was applicable prior to its processing, the EU SCCs provided that the term “member state” in the SCCs must not be interpreted in such a way as to exclude data subjects in Switzerland from the possibility of suing for their rights in their place of habitual residence (Switzerland) in accordance with Clause 18(c) of the SCCs, the references in the SCCs to the GDPR should be understood as references to the FADP insofar as the data transfers are subject to the FADP and the SCCs also protect the data of legal entities, in addition to natural persons, until the entry into force of the revised FADP (issued 25 September 2020);

1.1.3. in respect of Comcast Personal Data and Company Personal Data that was subject to UK GDPR prior to its processing, the United Kingdom standard contractual clauses for the transfer of personal data from the United Kingdom to third countries (excluding the European Economic Area) or any successor documents or data transfer schemes. As at the date of this Agreement, a reference to “UK SCCs” means the UK Addendum to the EU Commission Standard Contractual Clauses issued by the UK Information Commissioner’s Office and laid before Parliament in accordance with s.119A of the Data Protection Act 2018 on 2 February 2022 (“UK SCCs”).

2. With respect to Comcast Personal Data and Company Personal Data to which, prior to its processing, European Laws were applicable, where Company transfers to Comcast or permits Comcast to access from outside the Protected Territory (“**Transfer**”), the parties agree that by executing this DPA, with Company as the data exporter and Comcast as the data importer, they also execute:

2.1. For Transfers of Company Personal Data that prior to its processing was subject to FADP and/ or GDPR: the SCCs (module 2) which shall be incorporated by reference and form an integral part of this DPA as if they were set out in full in this DPA. The parties agree that, with respect to the elements of the SCCs that require the parties’ input:

2.1.1. **Annex A** to this **Appendix 3** of this DPA prepopulates the relevant sections of Annex I and Annex II of the SCCs.

2.1.2. Option 2 of Clause 9 (general authorization of sub-processors) of the SCCs shall apply in relation to Company’s authorization of the use of Subprocessors and Comcast shall notify Company in writing of any intended changes to that list through the addition or replacement of Subprocessors at least 30 days in advance and in accordance with section 5.4 of this DPA.

2.1.3. Notwithstanding the governing law of the Agreement, option 1 of Clause 17 of the SCCs shall apply and the parties agree that the governing law shall be the law of the Republic of Ireland.

2.1.4. Notwithstanding any clause to the contrary in the Agreement, the parties agree that any dispute arising from the SCCs shall be resolved by the courts of the Republic of Ireland in accordance with Clause 18 of the SCCs.

2.1.5. The parties agree that both the Docketing Clause 7 in the SCCs and the optional wording in Clause 11 of the SCCs relating to an independent dispute resolution body shall not be included.

- 2.1.6. Company may exercise its right of audit under clause 8.9 of the SCCs as set out in, and subject to the requirements of, section 5.10 of this DPA.
- 2.2. For Transfers of Comcast Personal Data and Company Personal Data that prior to its processing was subject to UK GDPR: the UK SCCs shall be incorporated by reference and form an integral part of this DPA. **Annex A** to this **Appendix 3** of this DPA shall apply to and form part of the UK SCCs. The following terms shall apply to the UK SCCs, as permitted by clause 17 of the UK SCCs, the parties agree to change the format of the information set out in Part 1 of the addendum so that:
- 2.2.1. the details of the parties in table 1 shall be as set out in **Annex A** of this **Appendix 3** (with no requirement for signature);
- 2.2.2. for the purposes of table 2, the addendum shall be appended to the SCCs (including the selection of modules and disapplication of optional clauses as noted above) and paragraph 2.1.2 of this **Appendix 3** above selects the option and timescales for clause 9; and
- 2.2.3. the appendix information listed in table 3 is set out in **Annex A** to this **Appendix 3**.
- 2.3. For Transfers of Comcast Personal Data that prior to its processing was subject to FADP and/ or GDPR: the SCCs (module 1) which shall be incorporated by reference and form an integral part of this DPA as if they were set out in full in this DPA. The parties agree that, with respect to the elements of the SCCs that require the parties' input:
- 2.3.1. **Annex A** to this **Appendix 3** of this DPA prepopulates the relevant sections of Annex I and Annex II of the SCCs.
- 2.3.2. Notwithstanding the governing law of the Agreement, option 1 of Clause 17 of the SCCs shall apply and the parties agree that the governing law shall be the law of the Republic of Ireland.
- 2.3.3. Notwithstanding any clause to the contrary in the Agreement, the parties agree that any dispute arising from the SCCs shall be resolved by the courts of the Republic of Ireland in accordance with Clause 18 of the SCCs.
- 2.4. Except as expressly stated otherwise, in the event of a conflict between the terms of the SCCs, UK SCCs, this DPA and the Agreement, the following descending order of precedence shall apply to the extent necessary to resolve the conflict:
- 2.4.1. The SCCs;
- 2.4.2. The UK SCCs;
- 2.4.3. The DPA and the U.S. Processor Addendum (to the extent applicable); and
- 2.4.4. The provisions of the Agreement.

Annex A - Details of the Transfers

Annex I of the SCCs

Please see Service Specific Details with respect to each relevant Service and each relevant Affiliate.

Annex II of the SCCs

As stated in **Appendix 2** (Description of the Technical and Organisational Security Measures) of the DPA.