SECURITY & DATA PROTECTION ADDENDUM

COMNEXIA Corporation

Optional Customer Addendum

Version 2026.08.14

Intended permanent URL

https://comnexia.com/service-schedules/security-data-protection/

How this addendum applies. This addendum applies only when a Sales Order or signed amendment expressly incorporates it. It provides a general security and data-protection framework. It is not, by itself, a HIPAA Business Associate Agreement, regulated financial-services addendum, PCI responsibility matrix, CJIS agreement or other industry-specific compliance document.

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1. Scope

This addendum applies to Customer Data processed by COMNEXIA in connection with Services covered by the applicable Sales Order, to the extent that data is within systems or processes under COMNEXIA's control.

2. Security Program

COMNEXIA will maintain a risk-based information-security program using commercially reasonable administrative, technical and physical safeguards appropriate to the nature of the Services and Customer Data under COMNEXIA's control.

Security measures may evolve as threats, technology, provider capabilities and reasonable industry practices change. No control or security program is represented to be impenetrable.

3. Access Controls

- Limit access to Customer Data to personnel and systems with a legitimate service-delivery need.
- Use reasonable authentication and access-management controls for privileged access under COMNEXIA's control.
- Remove or adjust access when COMNEXIA personnel no longer require it for the Services.
- Require personnel with access to Confidential Information to be subject to confidentiality obligations.

4. Systems and Personnel

COMNEXIA will use commercially reasonable measures to protect COMNEXIA-managed workstations, service platforms and administrative systems used to provide Services. Personnel will receive security guidance appropriate to their roles.

5. Subprocessors and Third-Party Providers

COMNEXIA may use cloud providers, security vendors, remote-management platforms, backup providers and other subprocessors as reasonably necessary to provide Services. Those providers are subject to their own security and contractual terms.

COMNEXIA will use commercially reasonable diligence in selecting material service providers that process Customer Confidential Information on COMNEXIA's behalf.

6. Security Incidents

If COMNEXIA confirms a Security Incident affecting Customer Data within systems controlled by COMNEXIA, COMNEXIA will notify Customer without unreasonable delay after confirmation and provide information reasonably available to support Customer's response, subject to legal, security and law-enforcement restrictions.

Notification under this addendum does not mean COMNEXIA caused the incident or accepts liability for it.

7. Customer Responsibilities

- Maintain appropriate security within Customer-controlled systems, accounts, facilities and user practices.
- Promptly notify COMNEXIA of personnel changes, suspected compromises and lost credentials.
- Adopt reasonable security recommendations or knowingly accept the risk of declining them as provided in the MSA.
- Maintain appropriate cyber insurance and incident-response contacts.

- Provide accurate information about regulated data and specialized compliance obligations before requiring COMNEXIA to process it.

8. Regulated Data and Separate Agreements

If Customer requires COMNEXIA to assume obligations under HIPAA, GLBA, the FTC Safeguards Rule, state privacy law, CJIS, PCI DSS, government contracting requirements or another specialized regime, the Parties will execute any separate agreement reasonably necessary to define COMNEXIA's actual role and obligations.

COMNEXIA assumes no specialized regulatory role merely because it provides technology or cybersecurity Services.

9. Data Return and Deletion

Data return, export, retention and deletion are governed by the MSA, applicable Sales Order and Third-Party Provider capabilities. COMNEXIA may retain information where required by law, for legitimate dispute or compliance purposes, or in routine backup systems until ordinary expiration.

10. No Compliance Guarantee

Customer remains responsible for determining its own legal, contractual and regulatory obligations. COMNEXIA does not guarantee that Customer will achieve or maintain compliance, certification, audit readiness or immunity from Security Incidents.