

## 6Connex CCPA Addendum

This CCPA Addendum (this “**Addendum**”) is an addendum to the terms of service or other services agreement (the “**Service Agreement**”) between DURA 6C, LLC dba as 6Connex (“**6Connex**”) and the 6Connex customer signing below (the “**Customer**”).

When fully signed, this Addendum is part of the Service Agreement as if set forth in full in the Service Agreement.

- 1. Definitions.** Capitalized terms used in this Addendum and not otherwise defined have the meaning given in the Service Agreement. The following terms used in this Addendum have the meaning stated:

**CCPA** means the California Consumer Privacy Act of 2018.

**Personal Information** means the information that is defined as Personal Information in the CCPA that 6Connex collects on behalf of Customer as part of the Services, or that Customer transmits to 6Connex or gives 6Connex access to for the purpose of performing the Services.

The terms “**Business**,” “**Service Provider**,” “**Personal Information**,” and other capitalized terms that are used below but not otherwise defined in this Addendum or the main body of the Agreement have the meaning given in the CCPA.

- 2. Relationship Between the Parties.** The parties acknowledge that as between 6Connex and Customer, Customer is a Business and 6Connex is a Service Provider.
- 3. Customer Personal Information.** 6Connex shall not collect, access, retain, use, disclose, or otherwise process any Customer Personal Information except: (i) to fulfill its obligations under the Service Agreement, (ii) as expressly permitted or required by the Service Agreement, or (iii) as required by applicable law, subject to any notice or other conditions or restrictions stated in the Service Agreement.
- 4. No Sale of Personal Information.** 6Connex represents, warrants, and covenants that it has not and will not: (i) Sell any Personal Information, or (ii) disclose any Personal Information for a commercial purpose other than as inherent in the provision of the Services to Customer in accordance with the Service Agreement.
- 5. Subprocessors.** 6Connex will ensure that any 6Connex suppliers or subcontractors who have access to the Personal Information are subject to legally binding obligations for the protection of the Personal Information at least as stringent as those stated in this Addendum.
- 6. Requests from Consumers.** 6Connex will provide Customer with access to the Personal Information and provide other assistance as Customer may reasonably request to assist Customer in complying with requests from Consumers for erasure, correction or other actions with respect to their Personal Information.

7. **Security.** 6Connex will protect the Personal Information from unauthorized use and disclosure using reasonable and appropriate means as described in the Service Agreement. 6Connex will give Customer notice of any theft of Personal Information or any unauthorized exfiltration, use or disclosure of the Personal Information without undue delay following 6Connex’s discovery of the event, and in all events within three (3) business days from 6Connex’s discovery of the event, and will cooperate with Customer’s reasonable requests for information and assistance in connection with the event.
  
8. **Implementing Regulations and Amendments to CCPA.** The parties shall cooperate in good faith to amend this Addendum or take other reasonable steps as necessary for Customer to comply with regulations implementing the CCPA and amendments to the CCPA that are adopted after the date of the parties’ signature below, provided that if any new requirement imposes significant addition cost or operational burden on 6Connex and the parties are unable to negotiate a mutually agreeable modification to this Addendum or Service Agreement to address the new requirement, either party may terminate the Service Agreement without liability.
  
9. **General.** This terms of this Addendum shall apply in addition to, and not in lieu of, any other terms in the Service Agreement for the protection of personal data, Customer Confidential Information, Customer content, or Customer data. If there is a conflict between the terms of this Addendum and the Service Agreement, this Addendum controls.

**This Addendum is the complete and exclusive agreement regarding its subject matter and supersedes and replaces in its entirety any prior or contemporaneous agreement or understanding, written or oral, regarding its subject matter.**

**6Connex, Inc.**

**[insert full legal name of Customer]**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Name:

Name:

Title:

Title:

Date Signed:

Date Signed: