

SERVICE PROVIDER DEALER DATA ACCESS ADDENDUM

This Service Provider Dealer Data Access Addendum (“**Addendum**”) is made effective as of the date below (“**Effective Date**”), by and between [REDACTED] (“**Dealer**”), and Cox Automotive, Inc., a Delaware corporation with offices at 6205 Peachtree Dunwoody Rd., Atlanta, GA 30328 (“**CAI**”), each a “**Party**,” and, collectively, the “**Parties**.”

To the extent CAI Affiliates enter into separate agreements governing the provision of services by CAI’s Affiliates (each, a “**Service Provider**”) for the benefit of Dealer, the Parties agree that this Addendum will, and hereby does, amend any such agreement (each such agreement, a “**Dealership Agreement**”) and bind the applicable CAI Affiliates. Each Dealership Agreement constitutes, in part, a service provider agreement subject to the Gramm-Leach-Bliley Act, 15 U.S.C. § 6801, *et seq.* (“**GLB Act**”), and its implementing regulations, to the extent applicable to particular services and products that a Service Provider may perform or provide under a Dealership Agreement.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Service Provider hereby agrees as follows:

1. Service Provider Warranties and Representations. Each Service Provider represents and warrants that:
 - a. it requires access to Dealer’s computer or other electronic systems (“**Dealer Systems**”) to obtain information about Dealer’s customers, operations, or other data stored in Dealer Systems in order to perform the services pursuant to the Dealership Agreement (“**Services**”);
 - b. it is capable of meeting all applicable legal requirements, to include the required administrative, technical, and physical requirements under applicable law, and reasonably applicable industry standards with respect to privacy and security of the Dealer Data it obtains; For purposes of this Addendum, “**Dealer Data**” means Nonpublic Personal Information, as such term is defined in the FTC’s Privacy Rule at 16 C.F.R. § 313.3(n) of Dealer’s Consumers and Customers as such terms are defined in § 313(e) and (h) of the Privacy Rule;
 - c. it will protect and secure any and all Dealer Data it receives or obtains as required under all applicable privacy and data security laws, including implementing and maintaining administrative, technical, and physical safeguards that shall, at a minimum, comply with applicable U.S. federal, state, and local laws and regulations;
 - d. any Dealer Data that must be transmitted in connection with the Service will be transmitted in an encrypted fashion, and, correspondingly, will be stored in an encrypted fashion wherever reasonably practicable, in accordance with reasonably applicable industry security standards, and only maintained in accordance with the Dealership Agreement and as long as necessary to provide the Services or for Dealer to comply with record-keeping requirements;
 - e. other than as set forth expressly in the Dealership Agreement, it will not access, enhance, store, share, disclose, sell, distribute, create derivative works from, or use Dealer Data for any reason;
 - f. other than as set forth expressly in the Dealership Agreement, it has no license or other proprietary or intellectual property rights in the Dealer Data except as necessary to perform the Services, and shall not use Dealer Data in any form to append, trigger, update, enhance, or enrich its own data or data service or any third party data service;
 - g. it will not share the password or other access to Dealer Systems with any third party except in accordance with the Dealership Agreement and upon termination of the Dealership Agreement agrees that it will no longer access any Dealer Systems (where such access had been pursuant to such terminated Dealership Agreement), and will return and/or destroy any passwords provided by Dealer Group (pursuant to such terminated Dealership Agreement); and
 - h. it will not object to Dealer obtaining from the applicable dealership management system (DMS)

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vendor details as to the specific data fields to which the Service Provider is enabled to access in order to provide the Services.

2. **Authorized Third Party Subcontractors.** A Service Provider may allow access to, or facilitate a non-affiliated third party's access to, Dealer Data in order for that third party ("**Authorized Third Party Subcontractor**" or "**ATPS**") to provide legitimate, necessary services to Dealer in connection with the Dealership Agreement ("**Subcontracted Services**"). Such access by any ATPS must be pursuant to a written Dealership Agreement between the Service Provider and ATPS ("**ATPS Dealership Agreement**").
 - a. ATPS Dealership Agreements shall only permit access to that Dealer Data required for the ATPS to perform the Subcontracted Services, and must also include, at a minimum, provisions: (i) that require the ATPS to abide by all applicable data privacy and security laws; (ii) stating that the ATPS shall have no license or any other proprietary or intellectual property rights in the Dealer Data, and (iii) prohibiting the ATPS from accessing, enhancing, selling, storing, sharing, disclosing, distributing, creating derivative works from, or using any Dealer Data in any way except as required to provide the Subcontracted Services.
 - b. A Service Provider shall exercise the requisite due diligence in selecting any ATPS to ensure that the ATPS is capable of, and will abide by, the terms of the ATPS Dealership Agreement.
3. **Audit Rights.** A Dealer or its representatives may, in the event that Dealer has a good faith belief that a Service Provider is not in compliance with its obligations hereunder, request and receive reasonable documentation from such Service Provider to confirm: (a) the scope and use of Dealer Data accessed pursuant to the Dealership Agreement, and (b) compliance with other provisions of this Addendum; and neither the Service Provider nor a ATPS shall impose any fees or charges on Dealer or its representatives in connection with any confirmation and documentation.
4. **Confidentiality.** The Parties acknowledge that certain Dealer Data includes non-public proprietary and confidential business information and databases. Each Service Provider acknowledges that Dealer Group claims intellectual property rights, including, but not limited to trade secret protection in certain of its Dealer Data. Each Service Provider further acknowledges that Dealer may suffer harm if such Dealer Data is disclosed to an unauthorized third party. Therefore, in addition to the other obligations under this Addendum, each Service Provider agrees to treat Dealer Data with the same degree of care as it accords to its own similar confidential information, but in no event less than a reasonable degree of care, and to take steps to prevent the accidental or otherwise unauthorized disclosure of Dealer Data. Each Service Provider shall be responsible for any breach of any of the foregoing by any of its employees, officers, agents or Authorized Third Party Subcontractors.
5. This Addendum may not be altered or modified except by written Dealership Agreement, signed by both Parties. If any provision of this Addendum is found invalid or unenforceable, all remaining provisions of this Addendum will remain in full force and effect. In the event of any conflict between the terms of this Addendum and the terms of the Dealership Agreement, the terms of this Addendum will govern.
6. No failure to enforce any aspect of this Addendum or forbearance by one Party against another, and no course of dealing between the Parties, will be construed as a waiver of any breach of the Dealership Agreement or any of the Parties' rights under this Addendum.

Agreed:

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Cox Automotive, Inc.

By (printed name): _____

Title: _____

Date: _____

Signature: _____