

## 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 [*Insert name of dealer here*] (“Dealer”) and [*Insert name of service provider here*] (“Service Provider”), each a “Party,” collectively the “Parties.” This Addendum supplements and amends the [*insert name of current service provider agreement*] agreement between the Parties dated [*insert date*] (“Agreement”). The Agreement constitutes a service provider agreement between Service Provider and Dealer subject to the Gramm-Leach-Bliley Act, 15 U.S.C. § 6801, *et seq.* (“GLB Act”) and its implementing regulations.

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

1. Service Provider Warranties and Representations. 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 (collectively, the “Dealer Data”) in order to perform the services pursuant to the Agreement (“Services”);
  - b. the data fields to which it requires access in order to provide the Services are listed at Exhibit A;
  - c. it will not access or obtain any Dealer Data beyond those data fields listed on Exhibit A;
  - d. it is capable of meeting all applicable legal requirements, to include the required administrative, technical, and physical requirements under applicable law, and all applicable industry standards with respect to privacy and security of the Dealer Data it obtains;
  - e. 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 and such safeguards shall, at a minimum, comply with applicable federal, state, and local laws and regulations;
  - f. any Dealer Data that must be transmitted or stored in connection with the Service is transmitted or stored in an encrypted fashion, in accordance with applicable industry security standards, and only maintained so long as necessary to provide the Services;
  - g. it will not access, enhance, store, share, disclose, sell, distribute, create derivative works from, or use nonpublic personal information (as that term is defined under the GLB Act) or any other Dealer Data for any reason, except as necessary and for the time necessary to provide the Services;
  - h. 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, and;
  - i. it will not share the password or other access to Dealer Systems with any other party except as provided herein, and upon termination of the Agreement agrees that it will no longer access any Dealer Systems or Dealer Data, and will return and/or destroy the password.
  
2. Authorized Third Party Subcontractors. Service Provider may allow access to, or facilitate a 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 Agreement (“Subcontracted Services”). Such access by any ATPS must be pursuant to a written agreement between Service Provider and ATPS (“ATPS Agreement”) to which the Dealer shall be named a third party beneficiary.
  - a. ATPS 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 the provisions of this Addendum, any other relevant data security provisions of the Agreement, and all applicable data privacy and security law; (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 derivate works from, or using any Dealer Data in any way except as required to provide

the Subcontracted Services. Service Provider shall provide a copy of any or all ATPS Agreements to Dealer upon request.

- b. Service Provider shall: (i) not engage any ATPS unless the Subcontracted Services are required to provide the Services to Dealer; (ii) exercise the requisite due diligence in selecting any ATPS to ensure that the ATPS is capable of, and will abide by, the terms of this Addendum and the ATPS Agreement; (iii) disclose all ATPSs and the Dealer Data each ATPS has access to on Exhibit A, and; (iv) be responsible for any breach of the ATPS Agreement of this Addendum by any ATPS.
3. Audit Rights. Dealer or its representatives may, from time to time, audit (a) the scope and use of Dealer Data accessed pursuant to the Agreement, and (b) compliance with other provisions of this Addendum, and neither Service Provider nor ATPS shall impose any fees or charges on Dealer or its representatives in connection with any such audit.
4. Confidentiality. The Parties acknowledge that Dealer Data includes non-public proprietary and confidential business information and databases. Service Provider acknowledges that Dealer has created and maintained the Dealer Data at great time and expense and that Dealer claims intellectual property rights, including, but not limited to trade secret protection in its Dealer Data. Service Provider further acknowledges that Dealer may suffer great harm if the Dealer Data is disclosed to an unauthorized third party. Therefore, in addition to the other obligations under this Addendum, 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. 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 supersedes any and all other agreements, communications or understandings relating to the subject matter hereof, regardless of when such agreements, communications or understandings may have occurred. To the extent of any ambiguity or conflict between the Agreement and this Addendum, the terms of this Addendum shall apply. This Addendum, to include Exhibit A, may not be altered or modified except by written 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. 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 this Agreement or any of the Parties rights under this Agreement.

Service Provider: \_\_\_\_\_

By (printed name): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

