



This Data Access Addendum ("Addendum") is a part of the Agreement. In addition, this Addendum constitutes a service provider agreement between you ("Dealer" or "you") and FordDirect and any applicable provisions of the Gramm-Leach-Bliley Act, 15 U.S.C. § 6801, et seq. and its implementing regulations.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, you and FordDirect agree as follows:

## FordDirect Representations and Warranties

As a condition of your receipt of Services, FordDirect may require access to Dealer's DMS, lead management tools, or other computer systems ("Dealer Systems") to obtain information about Dealer's customers, operations, or other data stored in the Dealer Systems that is proprietary or confidential to Dealer (collectively, the "Dealer Data"). Dealer Data includes, without limitation, all information about an individual that can be used to determine an individual's identity, such as name and other information that is linked or linkable to a specific identified individual such as financial, educational or employment information ("Personally Identifiable Information"). In connection with FordDirect's access to Dealer Data and Dealer Systems, FordDirect represents and warrants that:

- a. it is capable of meeting required technical, procedural, and physical requirements under applicable law with respect to privacy and security of the Dealer Data it obtains.
- b. it will protect and secure any and all Dealer Data it receives or obtains pursuant to the Agreement as required under all applicable privacy and data security laws, including by implementing and maintaining physical, electronic, and procedural safeguards. Such safeguards shall, at a minimum, comply with applicable federal, state, and local laws and regulations;
- c. it will not access, enhance, store, share, disclose, sell, distribute, create derivative works from, or use Dealer Data for any reason, except in connection with its provision of the Services to you;
- d. it has no ownership or other rights in the Dealer Data 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, except in connection with its provision of the Services; and
- e. it will not share the passwords or other access to Dealer Systems with any party not engaged in the performance of the Services, and upon termination of the Agreement agrees that it will no longer access any Dealer Systems or Dealer Data, and will cease use of any passwords provided by Dealer related to such Dealer Systems or Dealer Data.



## Dealer Representations and Warranties

Dealer represents and warrants that it has any and all rights to permit Ford Direct access to Dealer Systems and use Dealer Data. Without limiting the foregoing, Dealer represents and warrants that it provides its consumers and customers with all legally sufficient privacy notices to the extent it is required to do so in connection with its use of the Services or disclosures of Dealer Data hereunder, and that it has obtained all necessary consents of the applicable individuals for any Personally Identifiable Information disclosed. Dealer hereby grants a non-exclusive, non-transferable, revocable, limited license to FordDirect to access, use, copy, and distribute Dealer Data and other data and information provided to FordDirect by Dealer or its agent(s) in connection with its provision of the Services. Dealer represents and warrants that it has the right to grant such licenses, and its supply, and FordDirect's use and distribution, of the foregoing will not violate any third-party intellectual property rights or any applicable laws or regulations.

## Authorized Third-Party Subcontractors

FordDirect may allow third parties to access Dealer Data in order for such third parties (each an "ATPS") to provide Services to Dealer in connection with the Agreement ("Subcontracted Services"). Access by any ATPS must be pursuant to terms that are substantially as protective of Dealer Systems and Dealer Data as those set forth in this Addendum. FordDirect shall: (a) not engage any ATPS unless required to provide the Services to Dealer, as determined by FordDirect; (b) exercise the requisite due diligence in selecting any ATPS to ensure that the ATPS can and will abide by terms substantially consistent with those set forth in this Addendum; and (c) be responsible for any breach of any applicable ATPS Agreement or this Addendum by any ATPS.

## Confidentiality

The parties acknowledge that Dealer Data may include non-public proprietary and confidential business information and databases. As such, Dealer Data shall be considered Dealer's Confidential Information (as defined in the Dealer Participation Agreement Terms and Conditions) for purposes of the Agreement.

## Reporting of Security Breach

In the event that (i) FordDirect becomes aware that it has suffered a security breach that has resulted in unauthorized access by a third party to any Dealer Data consisting of Personally Identifiable Information; and (ii) in the judgment of FordDirect, applicable law requires FordDirect or the Dealer to provide the individual whose Personally Identifiable Information has been subject to such unauthorized access with notice of the security breach, FordDirect will provide reasonable cooperation to Dealer in connection with the investigation and response to such breach as, in the judgment of FordDirect, required by applicable law.



## Aggregated or De-identified Data

Notwithstanding anything to the contrary in this Addendum or the Agreement, FordDirect's use or disclosure (for any purpose) of aggregate or de-identified data derived from Dealer Data shall not be subject to any restrictions in this Addendum or Agreement, provided such aggregate or de-identified data cannot reasonably be identified with a specific consumer, customer, vehicle, device, or Dealer.

## Indemnification

FordDirect's indemnification obligations with respect to Personally Identifiable Information shall be as set forth in the Dealer Participation Agreement Terms and Conditions.

## Miscellaneous

To the extent of any ambiguity or conflict between the any other terms of the Agreement and this Addendum, the terms of this Addendum shall govern. For clarification, the restrictions set forth in this Addendum do not apply with respect to Dealer Data and/or other information that is otherwise exchanged by the parties and/or third parties pursuant to separate agreements not otherwise incorporated by reference into the Agreement or this Addendum (e.g. the Ford eReact agreement, other dealer participation agreements subject to different terms, etc.).