

Appendix C – SP/C Agreement

California Data Privacy Service Provider and Contractor Addendum

This California Data Privacy Addendum (“Addendum”) is between _____ (hereinafter referred to as “Service Provider” or “Contractor”) and _____ and/or any of its “Affiliated Entities” (hereinafter collectively referred to as “Dealer”) with which Service Provider or Contractor either (1) seeks to enter into a business relationship, or (2) has an existing business relationship. Affiliated Entities include any of Dealer’s existing or future franchises or businesses related by the same common branding, ownership or corporate control. This Addendum supplements and amends any and all existing agreements between Service Provider or Contractor and Dealer and constitutes a “Service Provider Contract” or “Contractor Contract” subject to the CCPA. To the extent of any ambiguity or conflict between any other agreement and this Addendum, the terms of this Addendum shall apply; otherwise, the terms of any underlying agreement shall remain in full force and effect. This Addendum shall be effective as of the date the document is executed below by Dealer. If any provision of this Addendum is found invalid or unenforceable, all remaining provisions of this Addendum will remain in full force and effect. It shall remain in effect until either revoked in writing or automatically if the business relationship between Dealer and Service Provider or Contractor comes to an end, except that the representations and warranties listed in Sections 3 and 4 of this agreement shall survive any termination.

1. **Personal Information.** For purposes of this Addendum, “Personal Information” shall mean any information that Service Provider or Contractor receives, access, collects, or processes pursuant to an existing agreement between Dealer and Service Provider or Contractor, where the information identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, to a particular consumer or household, including, but not limited to, all categories of personal information defined under the California Consumer Privacy Act (CCPA), Cal. Civ. Code §1798.100 et seq. and accompanying regulations.
2. **Identification of Specified Business Purposes.** Pursuant to the existing agreement(s) between Dealer and Service Provider or Contractor, Service Provider or Contractor represents that it processes Personal Information for the following “Business Purposes” defined under the CCPA and its accompanying regulations (*check all that apply*):
 - Auditing related to counting ad impressions to unique visitors, verifying positioning and quality of ad impressions, and auditing compliance with this specification and other standards.
 - Helping to ensure security and integrity to the extent the use of the consumer’s personal information is reasonably necessary and proportionate for these purposes.
 - Debugging to identify and repair errors that impair existing intended functionality.
 - Short-term, transient use, including, but not limited to, non-personalized advertising shown as part of a consumer’s current interaction with Dealer, provided that the consumer’s personal information is not disclosed to another third party and is not used to build a profile about the consumer or otherwise alter the consumer’s experience outside the current interaction with Dealer.
 - Performing services on behalf of the Dealer, including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing financing, providing analytic services, providing storage, or providing similar services on behalf of the Dealer.
 - Providing advertising and marketing services, excluding cross-contextual behavioral advertising.
 - Undertaking internal research for technological development and demonstration.
 - Undertaking activities to verify or maintain the quality or safety of a service or device that is owned, manufactured, manufactured for, or controlled by Dealer, and to improve, upgrade, or enhance the service or device that is owned, manufactured, manufactured for, or controlled by Dealer.
3. **Service Provider or Contractor Restrictions** In accordance with the CCPA, Service Provider or Contractor is hereby prohibited from:
 - a. Selling or sharing Personal Information.

- b. Retaining, using, or disclosing the Personal Information for any purpose other than for performing the Business Purpose(s) specified in Section 2 above for Dealer, or as otherwise expressly permitted by CCPA and its accompanying regulations.
 - c. Retaining, using, or disclosing Personal Information outside of the direct business relationship between Service Provider or Contractor and Dealer.
 - d. Combining Personal Information that Service Provider or Contractor receives from, or on behalf of, the business with Personal Information that it receives from, or on behalf of, another person or persons, or collects from its own interactions with consumers, except as otherwise expressly permitted by the CCPA and its accompanying regulations.
 - e. Using Personal Information to engage in retargeting advertising or cross-contextual behavioral advertising.
- 4. Service Provider or Contractor Obligations.** Service Provider or Contractor shall:
- a. Comply with all applicable sections of the CCPA and its accompanying regulations, including—with respect to Personal Information that it collects—providing the same level of privacy protection as required by Dealer by the CCPA and its accompanying regulations.
 - b. Cooperate with Dealer in responding to and complying with consumers' requests made pursuant to the CCPA, and to implementing reasonable security procedures and practices appropriate to the nature of the personal information received from, or on behalf of, the business to protect the personal information from unauthorized or illegal access, destruction, use, modification, or disclosure in accordance with Civil Code § 1798.81.5.
 - c. Notify Dealer as soon as practicable after Service Provider or Contractor makes a determination that it can no longer meet its obligations under the CCPA and these regulations.
 - d. Upon written notice by Dealer, take reasonable and appropriate steps to stop and remediate Service Provider's or Contractor's use of Personal Information that violates the terms of this Addendum.
- 5. Risk Assessments.** Service Provider or Contractor will, upon Dealer's request, but no more than once per year, satisfactorily complete a reasonable questionnaire that demonstrates Service Provider's or Contractor's ability to comply with Section 2 through 4 above, provided that such questionnaire is not unduly burdensome to Service Provider _____ or _____ Contractor.
- 6. Execution & Enforceability.** By signing below, Service Provider or Contractor acknowledges and agrees that (1) a digital copy of this signed Addendum will be made available to the Dealer and (2) the Addendum shall become legally binding upon a Dealer countersigning the Addendum. This Addendum shall only be valid and legally binding if Service Provider or Contractor and Dealer are parties to an underlying commercial agreement at the time of execution by Dealer where Service Provider or Contractor receives, maintains, processes, or otherwise is permitted access to Customer Information through its provision of services. Service Provider or Contractor and Dealer agree that this Addendum may be signed and/or transmitted by electronic mail of a PDF document or electronic signature (e.g., DocuSign or similar electronic signature technology) and thereafter maintained in electronic form, and that such electronic record shall be valid and effective to bind the party so signing as a paper copy bearing such party's hand-written _____ signature.

Service Provider or Contractor

Signature: _____

Printed Name: _____

Title: _____

Date: _____



Dealer

Signature: _____

Printed Name: _____

Title: _____

Date: _____