

Appendix D – Third Party Agreement

California Data Privacy Service Third Party Addendum

This California Data Privacy Addendum (“Addendum”) is between _____ (hereinafter referred to as “Third Party”) and _____ and/or any of its “Affiliated Entities” (hereinafter collectively referred to as “Dealer”) with which Service Provider 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 Third Party and Dealer and constitutes a “Third Party contract” subject to the CCPA and its accompanying regulations. 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 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 Third Party receives, access, collects, or processes pursuant to an existing agreement between Dealer and Third Party, 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 CCPA and its accompanying regulations.
2. **Identification of Specified Purpose(s).** Pursuant to the existing agreement(s) between Dealer and Third Party, Third Party represents that it sells and/or shares Personal Information for the following Specific Purpose(s) (*check all that apply*):
 - Online retargeting advertising, cross-context behavioral advertising, or similar digital marketing services.
 - Geofencing, geotargeting or other location-based marketing services.
 - Data analytics, reporting or similar services.
 - Equity mining, data mining or similar services.
 - Sales prospecting and lead generation.
 - Advertising or marketing of products and services through email, mailers, text messages or similar services.
 - Reputation and brand management, customer experience and satisfaction improvement or similar services.
 - Other: _____
3. **Third Party Restrictions** In accordance with the CCPA and its accompanying regulations, Third Party is hereby prohibited from:
 - a. Retaining, using, or disclosing the Personal Information for any purpose other than for the limited and Specific Purpose(s) specified in Section 2 above for Dealer, or as otherwise expressly permitted by the CCPA and its accompanying regulations.
4. **Third Party Obligations.** Third Party 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 the Third Party makes a determination that it can no longer meet its obligations under the CCPA and its accompanying regulations.
 - d. Upon written notice by Dealer, take reasonable and appropriate steps to stop and remediate Third Party's use of Personal Information that violates the terms of this Addendum.
5. **Risk Assessments.** Third Party will, upon Dealer's request, but no more than once per year, satisfactorily complete a reasonable questionnaire that demonstrates Third Party's ability to comply with Section 2 through 4 above, provided that such questionnaire is not unduly burdensome to Third Party.
6. **Execution & Enforceability.** By signing below, Third Party 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 Third Party and Dealer are parties to an underlying commercial agreement at the time of execution by Dealer where Third Party receives, maintains, processes, or otherwise is permitted access to Customer Information through its provision of services. Third Party 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.

Third Party

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Dealer

Signature: _____

Printed Name: _____

Title: _____

Date: _____

