## **Short Form Service Provider Agreement Regarding Compliance With CCPA**

**ADDENDUM REGARDING COMPLIANCE WITH CALIFORNIA CONSUMER PRIVACY ACT**

This Addendum forms part of the Agreement (“Principal Agreement”) between (i) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Service Provider”) and (ii) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Dealership”) dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Personal Data. For purposes of this Addendum, “Personal Data” shall mean any information that Service Provider has received from Dealership or collected for processing pursuant to the Principal Agreement that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, to a particular consumer or household.

Safeguards. Service Provider agrees to maintain physical, electronic and procedural safeguards that comply with state and federal laws in order to protect the confidentiality of all Personal Data regarding Dealership’s customers.

Restrictions. Service Provider is prohibited from:

(a) selling the Personal Data;

(b) retaining, using, or disclosing the Personal Data for any purpose other than for the specific purpose of performing the services specified in the Principal Agreement, including retaining, using, or disclosing the Personal Data for a commercial purpose other than providing the services specified in the Principal Agreement;

(c) further collecting, selling, or using the Personal Data except as necessary to perform the business purpose specified in the Principal Agreement; and

(d) retaining, using, or disclosing the information outside of the direct business relationship between Service Provider and Dealership.

Service Provider shall not subcontract to a subprocessor any of Service Provider’s duties under the Principal Agreement or this Addendum unless the subprocessor is subject to a written agreement which imposes on the subprocessor the same obligations that are imposed above.

Processing Requests Under the California Consumer Privacy Act (CCPA). If Dealership provides written notification to Service Provider of a consumer’s request to delete his or her Personal Data, within ten (10) business days of the date the request is sent, unless subject to an exception under the CCPA, Service Provider shall delete all such information from Service Provider’s records and notify subprocessors to delete all such information from their records. Dealership will send deletion requests to Service Provider at the following email address: [*insert email address*] or by U.S. mail to Service Provider’s address at [*insert postal address*].

The undersigned certifies that Service Provider understands the restrictions and requirements set forth above and will comply with each of them.

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| Service Provider  Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Title \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date Signed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |