This Data Processing Agreement ("DPA") sets forth the terms and conditions by which Personal Data will be transferred and Processed under the parties' agreement (the "Agreement").

This DPA is supplemental to, and forms an integral part of, the Agreement, and is effective upon its incorporation into the Agreement. In case of any conflict or inconsistency with the terms of the Agreement, this DPA will take precedence over the terms of the Agreement to the extent of such conflict or inconsistency.

The term of this DPA will follow the term of the Agreement. Terms not otherwise defined in this DPA will have the meaning as set forth in the Agreement.

1. YOUR OBLIGATIONS
   - 1.1. **Compliance with Laws.** Within the scope of the Agreement and in Your use of the Services, You will be responsible for complying with all requirements that apply to You under applicable Data Protection Laws with respect to Your Processing of Personal Data and the Instructions that You issue to Us. In particular, You acknowledge and agree that You will be solely responsible for: (i) the accuracy, quality, and legality of Your Data and any Personal Data that is contained therein; (ii) complying with all necessary transparency and lawfulness requirements under applicable Data Protection Laws for the collection and use of the Personal Data, including obtaining any necessary consents and authorizations (particularly for use by You for marketing purposes); (iii) ensuring that You have the right to transfer or provide access to the Personal Data to Us for Processing in accordance with the Agreement (including this DPA); (iv) ensuring that Your Instructions to Us regarding the Processing of Personal Data comply with applicable Laws, including Data Protection Laws; and (v) complying with all Laws (including Data Protection Laws) applicable to any emails, texts, and other electronic communication as well as any other content created, sent or managed through the Services, including those relating to obtaining consents (where required) to send electronic communications, and the format and content of such communications.
   - 1.2. **Your Instructions.** The parties agree that the Agreement (including this DPA), together with Your use of the Services in accordance with the Agreement, constitute Your complete and final instructions to Us regarding the Processing of Personal Data, and any additional instructions outside of the scope of the Instructions shall require prior written agreement between Us and You.

2. DEALERBUILT OBLIGATIONS
   - 2.1. **Compliance with Instructions.** DealerBuilt will only Process Personal Data for the purposes described in this DPA or as otherwise agreed within the scope of Your lawful Instructions, except where and to the extent otherwise required by applicable Law. DealerBuilt are not responsible for compliance with any Data Protection Laws applicable only to You or Your industry that are not generally applicable to Us.
   - 2.2. **Conflict of Laws.** If DealerBuilt become aware that DealerBuilt cannot Process Personal Data in accordance with Your Instructions due to a legal requirement under any applicable Law, DealerBuilt will (i) promptly notify You of that legal requirement to the extent permitted by the applicable Law; and (ii) where necessary, cease all Processing (other than merely storing and maintaining the security of the affected Personal Data) until such time You issue new Instructions. If this provision is

invoked, DealerBuilt will not be liable to You under the Agreement for any failure to perform the applicable Services until You issue new lawful Instructions with regarding to the Processing. However, any amounts payable under the Agreement shall be equitably adjusted such that You are not required to pay any amounts for Services that You are not receiving.

2.3. **Security.** DealerBuilt will implement and maintain appropriate technical and organizational measures to protect Personal Data from Personal Data Breaches as described in Schedule 2 of this DPA. Notwithstanding any provision to the contrary, DealerBuilt may modify or update the Security Measures at our discretion provided that such modification or update does not result in a material degradation in the protection offered by the Security Measures.

2.4. **Confidentiality.** DealerBuilt will ensure that any personnel whom DealerBuilt authorize to Process Personal Data on Our behalf is subject to appropriate confidentiality obligations by contract unless such personnel is covered by an appropriate statutory obligation of confidentiality and complies with the terms of this DPA with respect to Processing of Personal Data.

2.5. **Personal Data Breaches.** DealerBuilt will notify You without undue delay after becoming aware of a Personal Data Breach and will provide timely information relating to the Personal Data Breach as it becomes known or reasonably requested by You. Such notification shall at a minimum: (i) describe the nature of the Personal Data Breach, including where possible, the categories and approximate number of data subjects concerned and the categories and approximate number of personal data records concerned; (ii) communicate the name and contact details of the data protection officer or other contact point where more information can be obtained; (iii) describe the likely consequences of the Personal Data Breach; and (iv) describe the measures taken or proposed to be taken by Us to address the Personal Data Breach, including, where appropriate, measures to mitigate its possible adverse effects. DealerBuilt shall take prompt steps to remedy the Personal Data Breach and mitigate, to the extent commercially practicable, any harmful effects, and shall take commercially reasonable steps to ensure that Our Sub-Processors co-operate with You and take such reasonable steps as are directed by You to assist in any subsequent investigation, litigation, provision of notices, and mitigation and remediation of each such Personal Data Breach. DealerBuilt shall not notify any third parties of a Personal Data Breach affecting the Personal Data unless and to the extent that: (a) You have agreed to such notification, and/or (b) notification is required to be made by Us under applicable Data Protection Laws.

2.6. **Deletion or Return of Personal Data.** DealerBuilt will delete all Data, including Personal Data (including copies thereof) Processed pursuant to this DPA, promptly upon request or within 180 (one hundred eighty) days of termination or expiration of the Agreement. This requirement shall not apply to the extent DealerBuilt are required by applicable law to retain some or all the Data, or to Data that DealerBuilt have archived on back-up systems, which DealerBuilt will securely isolate and protect from any further Processing.

2.7. **Sub-processors.** You provide a general prior authorization for Us to engage Sub-Processors to provide the Services. DealerBuilt will remain responsible for any acts or omissions of any Sub-Processor that cause Us to breach any of Our obligations under this DPA.

2.7.1. DealerBuilt will enter into a written agreement with each Sub-Processor imposing data protection obligations that are at least as protective of Data as the measures provided in this DPA or applicable Data Protection Laws (to the extent applicable to the services provided by the Sub-Processor).

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2.7.2. Where required by applicable Data Protection Law:

2.7.2.1. If You reasonably object to the Processing of Personal Data by one or more Sub-Processors, then You shall notify Us in writing (including e-mail) within fifteen (15) Business Days after receipt of Our notice.

2.7.2.2. In the event You reasonably object to a Sub-Processor, DealerBuilt shall as soon as is reasonably practicable take reasonably necessary steps to evaluate, investigate and address Your concerns, including conducting further due diligence of the Sub-Processor if necessary, and provide You with a report detailing the actions taken to correct or mitigate such concerns and/or a remediation plan. If the parties cannot mutually agree on the plan to mitigate the concerns, DealerBuilt may identify an alternative preferred Sub-Processor, and the parties shall meet in good faith to determine the feasibility of Our engaging such Sub-Processor to provide the Services, the timeframe required to source and deploy the Sub-Processor, and any resulting additional fees which may be applicable. If the parties are unable to agree on a mutually acceptable resolution, You may terminate the relevant affected portion(s) of the Services without liability (but without prejudice to any fees incurred by You prior to suspension or termination) as Your sole remedy. Upon termination by You pursuant to this Section, DealerBuilt will refund You any prepaid fees for the termination Services that were provided after the effective date of termination.

3. DATA SUBJECT REQUESTS

3.1. The Service provides You with several controls that You can use to retrieve, correct, delete or restrict Personal Data, which You can use to assist You in connection with Your obligations under Data Protection Laws, including Your obligations relating to responding to requests from Data Subjects to exercise their rights under applicable Data Protection Laws (**"Data Subject Requests"**).

3.2. To the extent that You are unable to independently address a Data Subject Request through the Service, then upon Your written request, DealerBuilt will provide reasonable assistance to You to respond to any Data Subject Requests or requests from data protection authorities relating to the Processing of Personal Data under the Agreement.

3.3. If a Data Subject Request or other communication regarding the Processing of Personal Data under the Agreement is made directly to Us, DealerBuilt will promptly inform You and will advise the Data Subject to submit their request to You. You will be solely responsible for responding substantively to any such Data Subject Requests or communications involving Personal Data.

4. DATA TRANSFERS

4.1. **General Authorization**. You acknowledge and agree that DealerBuilt may transfer and process Your Data in any country in which DealerBuilt and Our authorized Sub-Processors maintain data processing operations to provide the Services. Any transfer from one territorial jurisdiction to another territorial jurisdiction will only be undertaken in compliance with the applicable Data Protection Laws, such as the execution of an additional data transfer addendum, as required.

5. ADDITIONAL PROVISIONS FOR CALIFORNIA PERSONAL INFORMATION

5.1. This section of the DPA will apply only with respect to California Personal Information.

5.2. **Roles of the Parties.** When processing California Personal Information in accordance with Our Instructions, the parties acknowledge and agree that You are a Business and DealerBuilt are a Service Provider for the purposes of the CCPA.

5.3. **DealerBuilt Responsibilities.** DealerBuilt will not collect, use, retain, disclose, share, sell, or otherwise make California Personal Information available for Our own commercial purposes or in a way that does not comply with the CCPA. If applicable law requires Us to disclose California Personal Information for a purpose unrelated to providing the Services or Your Instructions, DealerBuilt will notify You of the legal requirement and give You an opportunity to object or challenge the requirement, unless the law prohibits such notice.

5.4. **DealerBuilt Warranty and Certification.** DealerBuilt certify that DealerBuilt understand this DPA and the CCPA's restrictions and prohibitions on selling California Personal Information and retaining, using, or disclosing California Personal Information outside of the parties' direct business relationship, and DealerBuilt will comply with them. DealerBuilt warrant that DealerBuilt have no reason to believe any CCPA requirements or restrictions prevent Us from providing any of the Services or otherwise performing Our obligations under this DPA.

6. GENERAL PROVISIONS

6.1. **Aggregate and Anonymized Data.** Notwithstanding the foregoing and anything to the contrary in the Agreement (including this DPA), You acknowledge that DealerBuilt shall have a right to process Data for the purposes of creating anonymized, aggregate and/or de-identified information for Our own legitimate business purposes, including where You have requested a Service that includes the provision of benchmarking reports, compiling anonymized benchmarking reports and statistics. To the extent DealerBuilt is contractually permitted by You to receive, create, and/or use Deidentified Data, DealerBuilt shall (i) take reasonable steps to ensure that the Deidentified Data cannot be associated with either a person or a household; (ii) maintain and use the data only in a deidentified form; (iii) not attempt to re-identify any Deidentified Data; and (iv) to the extent that You permit DealerBuilt to provide any Deidentified Data to a related party or third party, require such recipient of Deidentified Data to comply with the requirements of this Section 8.1.

6.2. **Amendments.** Notwithstanding anything else to the contrary in the Agreement and subject to section 11.3 of the Master Services Agreement, DealerBuilt reserve the right to make any updates and changes to this DPA that are required by applicable Data Protection Law at any time on not less than 30 days' notice to You.

6.3. **Severability.** If any individual provisions of this DPA are determined to be invalid or unenforceable, the validity and enforceability of the other provisions of this DPA will not be affected.

6.4. **Limitation of Liability.** The limitations and exclusions of liability and indemnity obligations in the Agreement apply to each party under this DPA.

6.5. **Governing Law.** This DPA will be governed by and construed in accordance with the choice of law provision in the Agreement unless otherwise required by applicable Data Protection Laws or as indicated in the Standard Contractual Clauses.

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Schedule 1

Scope of Processing

Processing Activities *This summary sets out details of the processing of Data under the DPA.*	
Nature and Purpose of Processing	DealerBuilt will Process Personal Data as necessary to provide the Services on your behalf pursuant to the Agreement, as further specified in the Order Form, and as further instructed by You in Your use of the Services.
Duration of Processing	Subject to the Deletion or Return of Personal Data Section of this DPA, DealerBuilt will Process Personal Data for the duration of the Agreement, unless otherwise agreed in writing.
Categories of Data Subjects	You may submit Personal Data in the course of using the Service, the extent of which is determined and controlled by You in Your sole discretion, and which may include, but is not limited to Personal Data relating to the following categories of Data Subjects: • Your customers • Your business contacts • Your employees and contractors • Your potential customers and prospects • Your suppliers • Your subcontractors
Types of Personal Data	You may submit Personal Data to the Services, the extent of which is determined and controlled by You in Your sole discretion, and which may include but is not limited to the following categories of Personal Data: • Demographic data (e.g., name and date of birth) • Contact Information (e.g., address, emails, telephone number) • Employment history • Financial History (e.g., credit report) • Employee performance information • Vehicle history (e.g., purchase data, insurance, vehicle service history) • Remuneration details (e.g., salary and benefits) • Payment information (e.g., bank account and credit card information) • Contact Preferences • Consumer Preferences (e.g., vehicle preferences) • Lifestyle Information • Information relating to complaints • Systems data (e.g., IP address) • Precise geolocation data • Government identifiers (e.g., social security number and driver's license number) • Consumer account and login information • Any other individual information that qualifies as Personal Data *Sensitive Personal Data:* None

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Processing Operations	Personal Data will be processed in accordance with the Agreement (including this DPA) and may be subject to the following Processing activities: • Storage and other Processing necessary to provide, maintain, and improve the Services provided to You; and/or • Disclosure in accordance with the Agreement (including this DPA) and/or as compelled by applicable Laws

Schedule 2

Security Measures

1. **Data Storage Site Security**
   - 1.1. The sites where Your Data is stored, including data centers, offices, and off-site storage facilities, will have appropriate and physical security controls.
2. **Network Security**
   - 2.1. The networks on which Your Data will be transmitted will be protected from unauthorized access or infiltration, either internally or externally.
   - 2.2. The measures that will be taken to ensure this will include:
     - 2.2.1. Running periodic external and internal vulnerability scanning and informing the relevant data exporter of any issues arising.
     - 2.2.2. Maintaining perimeter defenses such as firewalls and data loss prevention solutions.
     - 2.2.3. Maintaining internal defenses such as security information event management to analyze log files to identify anomalous behavior and other threats.

Platform Security

The technology on which Your Data is stored, including servers, workstations and laptops, cloud service and other portable media will be protected from known threats by:

1. Ensuring anti-virus or anti-malware systems are implemented and kept current for all operating systems.
2. Ensuring operating systems have secure configuration.
3. Ensuring vendor recommended security patches for both applications and operating systems are applied in a timely period, encrypting laptop hard drives and portable media.
4. Ensuring risk assessments are performed on cloud providers using industry accepted methodologies such as Cloud Security Alliance or equivalent. SSAE16, ISO 27001 or other independent reports provide assurance on security controls and must be assessed when available.
5. Ensuring mobile device management software is used to administer security controls on corporate supplied and bring your own devices.

Data Confidentiality

The confidentiality of Your Data will be maintained by protecting such data wherever it is stored, and whenever it is transmitted. These processes and procedures may include:

1. The secure disposal of paper, equipment, media and data.
2. The security of data in transmission by means of encryption.

Data Access

Your Data will accessed only by DealerBuilt authorized personnel through such means as:

1. The use of unique usernames and passwords to access the IT systems that host Your Data, including use of multiple factors of authentication to access IT systems remotely.
2. Implementing security policies to ensure that passwords are not shared and that systems' passwords are changed periodically in line with recommended best practice.
3. Ensuring access to Your Data is authorized and approved.
4. Ensuring there is a clear segregation of duties between users.
5. Ensuring access is granted on a least privilege basis.
6. Terminating access where appropriate.

Data Processing

DealerBuilt will ensure that appropriate aspects of good security practice are enforced when processing any of Your Data. These processes include:

1. Maintaining and enforcing policies on the secure handling and care of Data, and taking steps to ensure that such policies are known to all DealerBuilt employees through awareness training.
2. Ensuring that developers are trained and kept up to date in security coding techniques.

Staff and 3rd Party Security Procedures

DealerBuilt will ensure and maintain the integrity of personnel accessing Your Data by:

1. Assessing the reliability of DealerBuilt employees who will have access to Personal Data.
2. Maintaining and enforcing policies on the secure handling and care of Data, and taking steps to ensure that such policies are known to all DealerBuilt employees.
3. Having employees and contractors sign confidentiality agreements prior to accessing Your Data.
4. Reviewing any sub-processors which DealerBuilt will use, to ensure appropriate security measures are in place.
5. Ensuring any third party adheres to the minimum set of controls prescribed by Our information security policies.

Third party subcontractors will be bound to adhere to similar but not necessarily identical technical and organizational measures which shall however not fall below the level of data security as agreed herein. Any technical and organizational measures are subject to change of technical standards and can be adopted. If so requested, DealerBuilt will provide You with a description of the then current measures.

Data Breach Procedures

DealerBuilt have established a set of data breach security procedures that include the following elements:

1. Detection: Establishing the facts of the incident and creating a diagnostic, containment and communications plan with respect to those whose Data has been affected.
2. Containment: Limiting the extent of the data compromise.
3. Eradication: Removing all aspects of the hostile code/configuration, if applicable.
4. Recovery: Restoring data and system to a known good state, without vulnerability.
5. Review: Assessment of how to avoid similar incidents in future.
6. Notification: Informing relevant interested parties of the data breach within legal and industry acceptable obligations and timeframes.

California Consumer Rights Act (CCPA): Metric Disclosure

DealerBuilt are committed to helping our users exercise their rights under the CCPA. In accordance with the CPRA requirements, DealerBuilt have published the following metrics to provide transparency into the privacy rights requests that DealerBuilt receive and how DealerBuilt handled those requests.

The following disclosure covers rights requests made by consumers that were received in 2022 pursuant to the CCPA.

	Requests Received	Requests Completed in Whole
Requests for Access to Personal Information	0	N/A
Requests to Delete Personal Information	8	8
Requests to Correct Personal Information	0	N/A
Requests to Limit Use of Sensitive Personal Information	0	N/A

Opt-Out of Sale and/or Sharing of Personal Information: As noted in our privacy policy. DealerBuilt is a service provider to its customers, and DealerBuilt does not sell or share personal information to third parties as those terms are defined by the CCPA.

As a service provider to our customers, DealerBuilt only use personal information to provide, secure, support, and improve our products and services for our customers.