



Addendum to Service Provider Agreement

Federal regulations known as the "Safeguards Rule" (16 CFR Part 314) require that we obtain from all Service Providers a written agreement to protect the confidentiality of our customer nonpublic information they are allowed to access from us during our business relationship.

This Addendum is between **Lexus of Jacksonville, Lexus of Orange Park, JLR Asheville, Fields Motorcars, JLR Jacksonville**(hereinafter "Company") and **Dealerware** (hereafter "Provider"). It shall be effective as of the date the document is executed below by Provider. It shall remain in effect until either revoked in writing, or automatically if the business relationship between Company and Provider comes to an end. The promise regarding confidentiality and duty to return information shall survive any termination. This Agreement supplements and amends all previous agreements between Company and Provider subject to the Safeguards Rule. If any provision of this Agreement is found to be invalid, all other terms of this Agreement shall remain in full force and effect.

Provider represents and warrants to Company that it has implemented and presently maintains safeguards designed to ensure the security and confidentiality of nonpublic personal information collected by Company about its customers as defined in 16 CFR 314.2 ("Customer Information") that Company may allow Provider to access during its business relationship. Provider represents and warrants that these safeguards meet all local, state, and federal requirements regarding administrative, technical, and physical safeguards as well as all applicable industry standards.

Provider agrees that Customer Information will be held in strict confidence and accessed only for the business purpose of the contract between Company and Provider. Provider agrees to protect this Customer Information according to commercially reasonable standards and no less rigorously than it protects its own customers' confidential information. Provider agrees that it will maintain all Customer Information as necessary to provide services to Company and to return or destroy all customer information received from Company upon either completion of the contract or upon termination.

Provider will, upon request of the Company, but no more than once per year, complete the attached Risk Assessment questionnaire that demonstrates Service Provider's ability to comply with items as defined in 16 CFR 314.4(a)(3) and 16 CFR 314.4(b). Service Provider may provide other comparable documentation in lieu of the attached Risk Assessment questionnaire provided it adequately demonstrates Service Providers safeguards for Dealer's Customer Information.

Should Provider violate any terms of this Agreement (notwithstanding anything to the contrary in any other agreement between Company and Provider), then Company may immediately terminate the relationship. Company may seek injunctive relief, in addition to a claim for damages, to prevent or remedy any breach of the confidentiality obligations of this Agreement.

Service Provider hereby acknowledges and agrees to the above addendum:

6/21/2023



VP, Sales

Date

Signature of Authorized Agent of Service Provider

Title