



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 pursuant to the underlying contract for Services (the "Agreement") from us during our business relationship. Capitalized terms in this Addendum that are not otherwise defined herein or in the Agreement shall have the meaning given in the GLBA.

This Addendum is between **FIELDS AUTO GROUP**, (hereinafter "Company") and GO-TO **COMMUNICATIONS, INC., TECHNOLOGIES USA** (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-Addendum supplements and amends ~~all previous the 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 in its Services environment by Company about its customers (as detailed on Provider's Trust Center, see applicable Technical and Organizational Measures aka "TOMs"), ~~as and~~ defined in 16 CFR 314.2 ("Customer Information") that Company may allow Provider to access during its business relationship as further described in the Agreement. Provider represents and warrants that these safeguards meet all applicable local, state, and federal requirements regarding administrative, technical, and physical safeguards as well as all applicable industry standards.

Provider agrees that Company's Customer Information will be held in strict confidence and accessed only for the business purpose of ~~the contract~~ between Company and Provider, as described in the Agreement. 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 Company's 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 as described in the applicable in the applicable TOMs available on Provider's Trust Center.

Provider will, upon request of the Company, but no more than once per year, complete ~~the attached a~~ Risk Assessment questionnaire that or provide similar documentation to support Company's compliance with the applicable provisions of 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 material terms of this Agreement-Addendum (notwithstanding anything to the contrary in any other agreement between Company and Provider), then Company may immediately terminate the relationship provided Provider has an opportunity to cure within 30 days of receipt of written notice. 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-Addendum.

Service Provider hereby acknowledges and agrees to the above Addendum:

Commented [MM1]: Note: Our DPA's obligations <https://www.goto.com/company/legal/data-processing-addendum> (automatically incorporated into each of our contracts) also satisfies the requirements of the Safeguards Rule and incorporates links to our technical documentation made available to all our customers regarding administrative, technical and physical safeguards applicable to each applicable Service, see also <https://www.goto.com/company/trust>

Commented [MM2]: Adding reference to our published safeguards

Commented [MM3]: Automated data deletion schedules are defined in our TOMs

Commented [MM4]: Modified to allow for changes in your processes over time.

Noting we respond to customer risk assessments and also have public resources to support compliance requests.

Commented [MM5]: Safeguards rule does not dictate an immediate termination right; We can accept a reasonable termination right.



Fields Auto Group Compliance

Date

Signature of Authorized Agent of Service Provider

Title