

**ADDENDUM TO MASTER SERVICES AGREEMENT
AND THE APPLICABLE SCHEDULE(S)
Security and Confidentiality of Customer Information**

Reference is made to the Master Services Agreement (the “MSA”) and the applicable schedule(s) (the “Schedule(s)”) (collectively, the “Agreement”) between CDK Global, LLC (“CDK”) and Fields Automotive Group (“Client”). The Agreement is hereby amended as follows:

1. Definitions. All terms defined in the Agreement shall remain the same unless otherwise defined herein.

“Customer Information” means any and all Client data that is subject to the Safeguards Rule. In particular, as defined in the GLBA Safeguards Rule (16 C.F.R. § 314.2), Customer Information consists of any record containing nonpublic personal information (as also defined in the Safeguards Rule) about a customer of a financial institution, whether in paper, electronic, or other form, that is handled or maintained by CDK for or behalf of Client.

“Safeguards Rule” refers to the Safeguards Rule promulgated by the Federal Trade Commission under the federal Gramm-Leach-Bliley Act (“GLBA”), as amended in December 2021.

2. Purpose and Scope. The Safeguards Rule requires Client to enter into an agreement with its service provider CDK, to the extent CDK has access to Client’s Customer Information, whereby CDK agrees to implement and maintain appropriate safeguards designed to protect the Customer Information. This Addendum is designed to demonstrate compliance with the Safeguards Rule by supplementing and amending the Agreement to confirm that CDK understands and agrees to the current requirements of the Safeguards Rule. For clarity, this Addendum shall not apply to CDK’s processing of any information for or from Client that is not regulated as “Customer Information” under the GLBA and Safeguards Rule. The processing of such non-GLBA/Safeguards Rule data remains subject to the terms of Client’s existing agreements with CDK and to other applicable state laws.

3. CDK Representations & Warranties. With the mutual goal of maintaining proper protocols to protect Customer Information, CDK represents and warrants that:

- (a) It will not disclose, use or retain Customer Information other than to carry out the purposes for which Client disclosed the Customer Information pursuant to the Agreement or as otherwise permitted by GLBA; and
- (b) It has implemented and will maintain a comprehensive written information security program, and it will protect and secure Customer Information using administrative, technical and physical safeguards that are appropriate given CDK’s size and complexity, the nature and scope of the activities, and the sensitivity of the Customer Information, and addressing the elements set forth in §314.3 of the Safeguard Rules to the extent applicable.

4. Risk Assessments. CDK will, upon Client’s request and no more than once per year, complete a questionnaire that assesses CDK’s ability to comply with the requirements of the Safeguards Rule.

5. Breach. Notwithstanding anything to the contrary in any other agreement, CDK’s violation of any terms of this Addendum shall be deemed a material breach and Client shall have all remedies available to it for a material breach under the Agreement.

6. General. To the extent of any ambiguity or conflict between any other agreement and this Addendum with respect to CDK's processing of Customer Information, the terms of this Addendum shall apply. This Addendum shall be effective as of the date the document is executed below. 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 CDK and Client terminates, except that the representations and warranties listed in Section 3 hereof shall survive for as long as CDK maintains any of Client's Customer Information.

CDK GLOBAL, LLC

By:



Executive Vice President

Date 02/24/2023
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