

This Data Privacy and Security Addendum (“**Addendum**”) supplements and forms part of the Agreement between Customer and Recall Masters and applies to any Personal Information (defined below) contained within the Customer Data Recall Masters receives from Customer under the Agreement.

1. Definitions

- 1.1. “**Data Subject**” means a natural person about whom Personal Information relates and includes, without limitation, a “consumer” as defined under CCPA.
- 1.2. “**Data Subject Rights Request**” means a request by a natural person to exercise one or more rights provided to such person under Privacy and Security Laws.
- 1.3. “**Personal Information**” means any information contained within Customer Data that reasonably relates, directly or indirectly, to an identified or identifiable natural person, including information defined as “nonpublic personal information” under GLBA, “personal information” as defined under the CCPA, and defined as “personal data” under other Privacy and Security Laws.
- 1.4. “**Privacy and Security Laws**” means all laws and regulations that apply to Recall Master’s collection, use, disclosure, and safeguarding of Personal Information under the Agreement, including, without limitation and to the extent applicable, the Gramm-Leach-Bliley Act, including its implementing regulations (“**GLBA**”), California Consumer Privacy Act (“**CCPA**”), Connecticut’s Act Concerning Personal Information Privacy and Online Monitoring, Colorado Privacy Act, Utah Consumer Privacy Act, and Virginia Consumer Data Protection Act.
- 1.5. “**Process**” or “**Processing**” means any operation or set of operations that are performed upon Personal Information or on sets of Personal Information, whether or not by automatic means, such as access, collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.
- 1.6. “**Sale**” means selling, renting, releasing, disclosing, disseminating, making available, transferring, or otherwise communicating orally, in writing, or by electronic or other means, Personal Information to a third party for monetary or other valuable consideration. A “sale” does not include disclosure of Personal Information to a third party when the applicable Data Subject uses or directs Customer or Recall Masters, as applicable, to (i) intentionally disclose their Personal Information or (ii) intentionally interact with one or more third parties. “Sale” and its variants may be used uncapitalized in this Addendum for ease of reading.
- 1.7. “**Security Incident**” means a breach of security that has led to the unauthorized or unlawful access by a third party, or confirmed accidental or unlawful destruction, loss, or alteration, of Personal Information.
- 1.8. “**Share**” means sharing, renting, releasing, disclosing, disseminating, making available, transferring, or otherwise communicating orally, in writing, or by electronic or other means, Personal Information to a third party for cross-context behavioral advertising or targeted advertising (as defined under Privacy and Security Laws), whether or not for monetary or other valuable consideration. “Share” does not include disclosure of Personal Information to a third party when the applicable Data Subject uses or directs Customer or Recall Masters, as applicable, to (i) intentionally disclose their Personal Information or (ii) intentionally interact with one or more third parties. “Share” and its variants may be used uncapitalized in this Addendum for ease of reading.

2. Security and Confidentiality of Personal Information

- 2.1. Recall Masters will collect, use, disclose, and safeguard Personal Information in accordance with Privacy and Security Laws. Without limiting the generality of the foregoing, Recall Masters will:
 - a) Not use or disclose Personal Information for any purpose other than to provide the Services in accordance with the Agreement as detailed in Attachment A. Recall Masters will not (i) sell or share Personal Information; (ii) retain, use, or disclose Personal Information for any purpose other than the specific purpose of performing its obligations under the Agreement, including retaining, using, or disclosing the Personal Information for a commercial purpose other than fulfilling its obligations under the Agreement; or (iii) retain, use, or disclose Personal Information outside of the direct business relationship between Customer and Recall Masters;
 - b) Implement and maintain reasonable administrative, technical, and physical measures in compliance with Privacy and Security Laws to protect the security and confidentiality of Personal Information, including by maintaining a comprehensive written information security policy reasonably designed to protect Personal Information from Security Incidents;

- c) Maintain Personal Information only for as long as needed to provide the Services in accordance with the Agreement, including retaining Personal Information for five (5) years from the last communication or attempted communication with the Data Subject;
 - d) Where required under Privacy and Security Laws, provide reasonable cooperation and assistance to Customer to allow Customer to fulfill Data Subject Requests and conduct a data protection impact assessment, risk assessment, cybersecurity audit, and/or consultation with any governmental authority;
 - e) To the extent prohibited by Privacy and Security Laws, not combine Personal Information it Processes on behalf of Customer with personal information or personal data it Processes on behalf of third parties or itself;
 - f) Promptly upon becoming aware of a Security Incident, but in no instance more than forty-eight (48) hours after becoming aware, inform Customer and provide timely information relating to the Security Incident as it becomes known or as is reasonably requested by Customer to allow Customer to fulfill its data breach reporting obligations under Privacy and Security Laws.
- 2.2. Not more than once per twelve (12) month period, Recall Masters will reasonably respond to a questionnaire from Customer to evaluate Recall Masters' compliance with this Addendum and Privacy and Security Laws. If after reviewing Recall Masters' responses Customer has good faith concerns related to Recall Masters' compliance with this Addendum and Privacy and Security Laws, Customer may request upon at least thirty (30) days' advance written notice to perform an on-site audit of Recall Masters' facilities, networks and systems, and its data files and documentation related to the Processing of Personal Information strictly to evaluate Recall Masters' compliance with this Addendum and Privacy and Security Laws. Recall Masters and Customer will negotiate the scope and timing of such audit in good faith. Customer will bear its own costs related to such audit and will reimburse Recall Masters for its reasonable costs and expenses incurred including, without limitation, the value of staff time expended in connection with such audit. Customer will promptly provide a copy of any report created as a result of such audit and such report, including all supporting materials and notes, will be considered Recall Masters' Confidential Information.
- 2.3. Recall Masters will notify Customer promptly in writing in the event that it determines it is no longer able to meet its obligations under Privacy and Security Laws or this Addendum. Upon receipt of such notice, Customer may take actions that, in Customer's reasonable discretion after consultation with Recall Masters, are appropriate to stop and/or remediate Recall Masters' noncompliant Processing of Personal Information including, but not limited to, terminating the Agreement in accordance with Section 5.2 thereof.
- 2.4. Customer authorizes Recall Masters to use sub-processors in connection with its processing of Personal Information and Recall Masters will be responsible for the conduct of its sub-processors to the same extent as if such conduct was engaged in by Recall Masters itself. If Customer utilizes Recall Masters' Services to process Personal Information of consumers residing in California, Colorado, Connecticut, Oregon, Utah, or Virginia, Recall Masters will provide a list of sub-processors used by Recall Masters to process Personal Information upon Customer's request made via email to cybersecurity@recallmasters.com.
- 2.5. Upon termination of the Agreement, as instructed by Customer, to the extent that Recall Masters retains Personal Information, Recall Masters will permit Customer to delete or obtain copies of Personal Information consistent with applicable law. Notwithstanding the foregoing, Recall Masters may retain (i) Personal Information it is required by law to retain or which it determines is reasonably necessary for it to retain to prosecute or defend against potential legal claims, and (ii) Personal Information held in archival or back-up systems until such time as the Personal Information in such systems is deleted in the ordinary course of Recall Masters' business. The terms of this Addendum will remain effective so long as Recall Masters possesses Personal Information.
- 2.6. Notwithstanding anything to the contrary in the Agreement, Recall Masters' violation of any terms of this Addendum shall be deemed a material breach and Customer may terminate its relationship with Recall Masters in accordance with Section 5.2 of the Agreement.
- 2.7. Further notwithstanding anything to the contrary in the Agreement, Recall Masters may update this Addendum at any time. Any such update will become effective immediately upon posting to <https://www.recallmasters.com/resources>.

Attachment A
Scope of Processing

1. Subject Matter: The context for the Processing of Personal Information is Recall Masters' provision of the Services under the Agreement.

2. Duration of Processing: Recall Masters will Process Personal Information until expiration or termination of the Services under the Agreement, or until earlier directed by Customer in writing to cease Processing Personal Information.

3. Nature and Purpose of Processing: Recall Masters will process Personal Information for the purpose of communicating with consumers who have open recalls on their vehicles or with whom the Customer wants to communicate for marketing purposes through multiple channels (web, phone, email, etc.), scheduling appointments for recall repairs, and performing certain data hygiene services all on behalf of its Customer.

4. Categories of Data Subjects: Recall Masters will Process Personal Information that relates to any and all Data Subjects about whom Customer transfers Personal Information to Recall Masters, or authorizes Recall Masters to collect Personal Information regarding, to provide services under the Agreement.

5. Categories of Personal Information That May Be Processed:

- Identifiers such as a real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, or other similar identifiers
- Personal information described in subdivision (e) of Cal. Civ. Code § 1798.80 such as name, signature, address, telephone number or any other financial information. This category of Personal Information may overlap with other categories.
- Characteristics of protected classifications under California or federal law
- Commercial information, including records of personal property, products or services purchased, obtained, or considered, or other purchasing or consumer histories or tendencies.
- Internet or other electronic network activity information, including, but not limited to, browsing history, search history, and information regarding a Data Subject's interaction with an internet website application, or advertisement.
- Geolocation data
- Audio, electronic, visual, thermal, olfactory, or similar information
- Inferences drawn from any of the information identified above to create a profile about a Data Subject reflecting the Data Subject's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.

6. Categories of Sensitive Personal Information That May Be Processed:

- Account log-in
- Precise geolocation (area equivalent to a circle with a radius of 1,850 feet or less)
- Content of a Data Subject's mail, email, and text messages unless Customer is the intended recipient of the communication.