

PERSONAL INFORMATION AND DATA PROCESSING TERMS

These Personal Information and Data Processing Terms (“**DP Terms**”) are made and entered into by and between Park Place Motorcars, Ltd. and all other legal entities listed on **Exhibit A** attached hereto (collectively, “**Park Place**” or “**Dealership**”) and the business entity agreeing to these DP Terms as a vendor of goods and/or services to Park Place (“**Vendor**”). Park Place and Vendor may each be referred to herein as “**Party**” and collectively as “**Parties**.”

These DP Terms are effective as of the date Vendor clicks to accept these DP Terms (the “**Effective Date**”). The person accepting these TP Terms on behalf of Vendor represents and warrants that he or she: (i) has full legal authority to bind Vendor to these DP Terms; (ii) has read and understands these DP Terms; and (iii) agrees, on behalf of Vendor, to these DP Terms. These DP Terms govern Vendor’s access to and use of the Park Place Dealership’s Dealer Management System (“**DMS**”) and any other information obtained directly or indirectly from Park Place (including from systems, software or applications utilized by Park Place). If you do not have the legal authority to bind Vendor, do not click to accept these DP Terms. In the event there is any conflict between these DP Terms and any purchase order or services agreement by and between Park Place (or any of its Affiliates or subsidiaries) and Vendor (the “**Services Agreement**”), then the terms of these DP Terms prevail.

Park Place may, at any time and without notice, amend these DP Terms. You should periodically visit these DP Terms to review the then current DP Terms to which you are bound. These DP Terms are located at <https://vendor.parkplace.com>.

1. DEFINITIONS

As used in these DP Terms, the following capitalized terms have the meanings given to them below.

1.1 “**Affiliate**” means, with respect to any entity, any other entity directly or indirectly controlling or controlled by, or under common control with, such entity. For purposes of these DP Terms, “control” (including the terms “controlled by” and “under common control with”) means the power to direct or cause the direction of the management or policies of such entity, whether through the ownership of voting securities, by contract or otherwise.

1.2 “**Data Law**” means, as in effect from time to time, any law, rule, regulation, declaration, decree, directive, statute or other enactment, order, mandate or resolution, which is applicable to data privacy, data security, or Personal Data, including but not limited to: (i) the Health Insurance Portability and Accountability Act (“**HIPAA**”), as amended by the Health Information Technology for Economic and Clinical Health Act of 2009, including all pertinent regulations issued by the Department of Health and Human Services; (ii) the Payment Card Industry Data Security Standard (“**PCI Standards**”), the federal Fair Credit Reporting Act, 15 U.S.C. §§1681 et. seq., and the Massachusetts Standards for the Protection of Personal Information of Residents of the Commonwealth, 201 C.M.R. §§ 17.00 et seq.; (iii) Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute to the Act, and the rules and regulations thereunder, all as may be amended or supplemented from time to time; (iv) the European Union’s General Data Protection Regulations or any implementing or related legislation of any member state in the European Economic Area; and (v) state breach notification laws.

1.3 “**Dealership Data**” means any Personal Data Processed by or on behalf of Vendor or its Personnel in connection with the goods and/or services provided by Vendor to Park Place (the “**Services**”) pursuant to the Services Agreement, including but not limited to all Personal Data provided by or on behalf of Dealership or any of its customers or contractors.

1.4 “**Losses**” means all losses, damages, liabilities, judgments, awards, penalties, interest, fines, costs and fees, or expenses of whatever kind, including, but not limited to, reasonable attorneys’ fees, professional fees, the cost of enforcing any right to indemnification hereunder, and the cost of pursuing any insurance providers.

1.5 “**Personal Data**” means any information relating to an identified or identifiable natural person, whether such information or factors is in individual or aggregate form and regardless of the media in which it is contained or received, including name, mailing address, phone number, fax number, email address, frequent flier number, social security number, credit card or other payment data, date of birth, driver’s license number, account number or user ID, PIN, or password. For the avoidance of doubt, Personal Data includes, but is not limited to, all “nonpublic personal information,” as defined under the Gramm-Leach-Bliley Act (15 U.S.C. § 6801 et seq.), “protected health information” as defined under HIPAA, and “personal data” as that term is defined in EU Data Protection Directive (Directive 95/46/EC) on the protection of individuals with regard to processing of personal data and the free movement of such data.

1.6 “**Process,**” “**Processes,**” or “**Processing**” means any operation or set of operations performed upon Personal Data, whether or not by automatic means such as accessing, adaptation, collection, alteration, consultation, obtaining, recording, organization, storing, transmitting, disclosure by transmission, dissemination or otherwise making available, using, transmission, maintaining, disclosing, erasure, destruction, or other means of disposing of the information.

1.7 “**Remediation Efforts**” means, with respect to any Security Incident, activities designed to investigate, remedy, or respond to a Security Incident which may be required by a Data Law or by Vendor or Dealership policy or procedures, or which may otherwise be necessary, reasonable, or appropriate under the circumstances, commensurate with the nature of such Security Incident. Remediation Efforts may include: (i) development and delivery of legal notices to affected individuals or other third parties as may be required by a Data Law or as otherwise appropriate; (ii) establishment and operation of toll-free telephone numbers (or, where toll-free telephone numbers are not available, dedicated telephone numbers) for affected individuals to receive specific information and assistance; (iii) provision of free credit reports, credit monitoring, and credit or identity repair services for affected individuals; (iv) provision of identity theft insurance for affected individuals; (v) cooperation with and response to regulatory inquiries and other similar actions; (vi) undertaking of investigations (internal or by a governmental body) of such Security Incident; and (vii) cooperation with and response to litigation with respect to such Security Incident (including, without limitation, class action suits or similar proceedings); and in each case including, legal costs and disbursements and the payment of fines, settlements, and Losses.

1.8 “**Security Best Practices**” means, as applicable, standards, requirements, specifications, or obligations that are at levels the highest of the following: (i) Privacy & IT Security Best Practices (as defined by ISO 27001/27002); (ii) Cloud Security Alliance assessments against the Cloud Controls Matrix (for hosted services); (iii) SSAE 16, SOC 2 and SOC 3 auditing standards; (iv) Shared Services Assessment certifications (www.sharedassessments.org); (v) the U.S. Federal Risk and Authorization Management Program (FedRAMP); (vi) measurements and standards developed by the National Institute of Standards and Technology (NIST); (vii) any security requirements, standards, obligations, specifications, and/or event reporting procedures required by any Data Law; and (viii) industry best and leading practices related to information security, physical access, logical access, security architecture and design, system and network management, records management, data handling and data transfer, remediation, and breach notification.

1.9 “**Security Incident**” means, in connection with the Vendor Network or Services provided by Vendor to Dealership with respect to Dealership Data: (i) the loss or misuse (by any means) of such Dealership Data; (ii) the inadvertent, unauthorized, and/or unlawful Processing, alteration, corruption, sale, rental, or destruction of such Dealership Data; or (iii) any potential or confirmed exposure (which may stem from an act or omission to act) that would result in any of the events described in clause (i) or (ii).

1.10 “**Vendor Network**” means Vendor’s or its Personnel’s data center facilities, servers, networking equipment, and host software systems that are used to provide the Services.

2. PROCESSING PERSONAL DATA.

2.1 Permitted Use. Vendor shall process Dealership Data on behalf of Dealership exclusively and only in accordance with the documented instructions received from Dealership. Dealership may provide the Vendor with general or specific data protection-related instructions, especially regarding the nature and scope of data processing provided as part of the Services as well as instructions with respect to technical and organizational measures and the correction, deletion, or restriction of Dealership Data. Instructions shall generally be issued in writing or via e-mail, unless urgency or other special circumstances necessitate a different form (e.g., verbally) in which case Dealership will confirm these instructions in writing or via e-mail immediately thereafter.

2.2 Segregation and Processing of Dealership Data. Vendor will logically segregate stored Dealership Data from other data and will ensure that access to Dealership Data is restricted—through user ID administration—to only those users and applications as required for the performance of Services. In addition, Vendor will not disclose any of Dealership Data to any third party except (i) in connection with, (ii) to the minimum extent required to perform the Services in accordance with these DP Terms, and (iii) with documented instructions from Dealership. Failure to implement appropriate internal procedures that are reasonably designed to segregate Dealership Data required by this paragraph will be considered a material breach of these DP Terms. In addition, the unauthorized Processing of Dealership Data will be considered a material breach of these DP Terms.

2.3 Confidentiality. Vendor represents and warrants that:

- (A) all persons who have access to Dealership Data shall maintain its confidentiality and keep current with any special data protection, data security, and confidentiality requirements arising from the Services Agreement or these DP Terms. Vendor shall furthermore require their employees and contractors to adhere to the confidentiality obligations set out in the Services Agreement and shall document such employees' and contractors' obligation in writing; and
- (B) all persons involved in the processing of Dealership Data shall, no less than once annually, and prior to exposure to Personal Data, attend adequate training in the care, protection, and handling of Personal Data.
- (C) Vendor shall require that the obligation of confidentiality on the respective persons shall continue beyond, and survive termination or expiration of, the Services Agreement or these DP Terms. Vendor shall require that the obligation of confidentiality shall continue after the employment or contractual relationships with the respective person ends.
- (D) The Vendor shall, without undue delay, notify Dealership in writing of any request received from a third party public authority including a law enforcement agency or government agency for disclosure of the Dealership Data unless otherwise legally prohibited (such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation). Such notification shall set out (i) the scope of the request, (ii) the reason for the request, and (iii) the form of the disclosure requested, in so far as Vendor are able to describe such aspects. Where Vendor is legally prohibited from notifying Dealership, Vendor shall use reasonable efforts to request the third party public authority to direct the request directly to Dealership. Unless prohibited by law, Vendor shall not respond to a request received under this Section 2.3(D) unless and until it receives written instructions from Dealership.

2.4 Subcontracting. In connection with providing the Services or otherwise Processing Dealership Data under the Services Agreement, Vendor will:

- (A) provide reasonable advanced notification to Dealership where Vendor wishes to engage a subprocessor to process Dealership Data and shall provide, upon Dealership's request, the identity and location of the subprocessor and a description of the processing to be subcontracted or outsourced to such subprocessor.
- (B) only use employees, subcontractors, or independent contractors (collectively, "**Personnel**") preapproved in advanced by Dealership who have agreed to safeguard Dealership Data in accordance with the requirements set forth in these DP Terms;
- (C) impose on its Personnel who may or do access Dealership Data the same confidentiality obligations as entered into by Vendor under these DP Terms, and will ensure that those Personnel to whom it grants access to Personal Data are regularly trained on IT security and data protection; and
- (D) will require any Personnel to agree to the terms of these DP Terms with respect to the Processing of Dealership Data, and will remain fully and solely responsible for any acts or omissions of its Personnel and for any noncompliance by any Personnel of these DP Terms or the Services Agreement.

2.5 Cross Border Transfers.

- (A) Vendor represents, warrants and covenants that Dealership Data will not be Processed or stored outside of the U.S. without the prior written consent of Dealership. Upon the request of Dealership, Vendor will enter into appropriate data transfer agreements with Dealership and its Affiliates as needed to satisfy cross-border transfer obligations relating to Dealership Data, such as the European Commission Standard Contractual Clauses between controllers and processors or other similar agreements.
- (B) Vendor will not, and will not permit any Vendor Personnel to, Process Dealership Data in a manner that involves (i) the transfer of such Dealership Data from one country to any other country (the EU and Switzerland constituting a single country for this purpose), or (ii) accessing Dealership Data from another country; in each case without the prior written consent of Dealership or, subject to the terms of these DP Terms, as explicitly permitted in the Services Agreement.

2.6 Rights Of Those Affected By Processing. The rights of the individuals affected by Vendors' and subprocessors' Processing of Dealership Data may be enforceable against such Vendor and subprocessors. Each Party shall use reasonable efforts to support the other affected Party in their efforts to safeguard these rights. Upon Dealership's request, Vendor will provide reasonable and appropriate support with the task of investigating claims for damages incurred by affected persons as a consequence of the Processing of Dealership Data that is unlawful pursuant to Data Privacy Laws

2.7 Return And Destruction.

- (A) Without prejudice to any obligations, following termination or expiration of the Services Agreement for whatever reason, Vendor shall cease processing Dealership Data and shall require that all subprocessors cease processing Dealership Data.
- (B) Upon termination or expiration of the Services Agreement for whatever reason, Vendor shall: (a) provide Dealership with the opportunity to retrieve Dealership Data; and/or (b) provide Dealership on request with Dealership Data including all copies and back-ups.
- (C) Following termination or expiration of the Services Agreement for whatever reason and having received written confirmation from Dealership, Vendor shall securely, irrevocably, and/or irretrievably sanitize the Dealership Data in accordance with Appendix A of the then-current revision of National Institute of Science and Technology Special Publication 800-88 (or superseding document) revision 1 or subsequent revisions, and Vendor shall certify to Dealership, in writing, that Service Provider has complied with their obligations to delete Dealership Data especially from all production, testing, development, and backup systems and media. Such obligations will include any Dealership Data held by any subprocessors.
- (D) To the extent feasible, Vendor shall archive documentation that is evidence of proper Dealership Data processing beyond termination or expiration of the Services Agreement and continuing for any period of time in which Service Provider retains Dealership Data.
- (E) Vendor may retain Dealership Data where strictly required to store such data under Applicable Law.

3. SECURITY

3.1 Security Best Practices. Vendor will provide a secure environment for Dealership Data, and any hardware and software to be provided or used by Vendor as part of its performance under the Services Agreement, in order to protect the same from unauthorized Processing, destruction, use, modification or disclosure in each case, in violation of the Services Agreement and these DP Terms or any Data Law. In connection with the foregoing sentence, Vendor represents and warrants that the data security measures it takes in the performance of its obligations under the Services Agreement are, and will at all times remain, in accordance with Security Best Practices. Additionally, Vendor will contractually require any of its Personnel with access to Dealership Data to adhere to Security Best Practices. Upon request, Vendor will certify its compliance with this Section 3.1.

3.2 PCI Compliance. To the extent PCI Standards apply to any product, service or system provided by Vendor pursuant to the Services Agreement, Vendor will (i) annually and at such other times as Dealership may from time to time request provide a certification of compliance of such product, service or system with PCI Standards, (ii) maintain such compliance with respect to any version of such Vendor product, service or system used by Dealership or any Affiliate throughout the term of the Services Agreement or any relevant license granted by Vendor under the Services Agreement, and (iii) not charge Dealership or any Affiliate any fee or other amount with respect to such compliance or certification thereof.

3.3 Security Reviews. Dealership (or its designated representatives) may, on an annual basis or more frequently as reasonably requested by Dealership, conduct an audit to verify that Vendor is operating in accordance with Security Best Practices. The audit may include a review of all aspects of Vendor's performance, including, but not limited to: (i) software development practices and procedures; (ii) network, operating system, database, and application configuration controls; (iii) general controls and security practices and procedures; (iv) disaster recovery and back-up procedures; (v) change and problem management processes and procedures; and (vi) network and system vulnerability and risk analyses. Dealership will bear the full cost and expense of any such audit, unless such audit

discloses a Security Incident or a breach or a potential breach by Vendor of its obligations under the Services Agreement or these DP Terms, in which case Vendor will bear and reimburse Dealership for the full cost and expense of such audit. Vendor will cooperate with Dealership in conducting any such audit, and will allow Dealership reasonable access, during normal business hours and upon reasonable notice, to all pertinent records, documentation, Vendor Networks, data, personnel and processing areas as Dealership reasonably requests to complete the audit. Dealership will take reasonable steps to prevent the audit from materially impacting Vendor's operations. Vendor will correct any deviations from Security Best Practices that are identified in any security audit as soon as practicable, but in no event more than five days after receiving notice from Dealership outlining any deviations.

3.4 Security Incidents.

- (A) Vendor will promptly notify Dealership upon acquiring knowledge of a Security Incident. Vendor will periodically provide Dealership with status reporting on progress associated with the Remediation Efforts for any such Security Incident until such Remediation Efforts have been implemented and tested for effectiveness with respect to remediation of the Security Incident. Following any Security Incident, Vendor and Dealership will consult in good faith regarding Remediation Efforts that may be necessary and reasonable. Vendor will (i) at Dealership's sole discretion, either undertake Remediation Efforts at its sole expense and in line with Security Best Practices or reimburse Dealership for Dealership's reasonable Losses in connection with taking Remediation Efforts, and (ii) ensure that the plan associated with such Remediation Efforts includes components aimed at preventing the recurrence of the same or similar type of Security Incident.
- (B) Any notifications to Dealership customers or employees of Security Incidents will be handled exclusively by Dealership, and Vendor may not under any circumstances contact such customers or employees relating to such Security Incident unless Vendor is under a legal obligation to do so, in which event (i) Vendor must notify Dealership in writing promptly after concluding that it has the legal obligation to notify such customers or employees and explain in such notice to Dealership the basis for the legal obligation, and (ii) Vendor will limit the notices to such customer or employees to those required by the legal obligation or as approved by Dealership. Dealership and Vendor will reasonably cooperate in connection with Vendor's and Dealership's notices to such customers or employees.
- (C) Notwithstanding any provision of the Services Agreement to the contrary, except for where the Security Incident is caused solely by Dealership, Vendor shall be responsible for, at Dealership's option, conducting, paying for or reimbursing Dealership for the costs of the following:
 - (1) Assessing Dealership's legal obligations in connection with the Security Incident;
 - (2) Any investigation, remediation, or correction activities that are performed by Dealership in connection with the Security Incident;
 - (3) Preparing and providing notice of any Security Incident to government bodies, data protection authorities, or supervisory authorities required to be notified under Applicable Law;
 - (4) Engaging a mutually agreed upon nationally recognized data monitoring vendor ("**Monitoring Vendor**") and pay for the full cost of its services. The Monitoring Vendor must have a call center to assist Data Subjects with an understanding of credit information and on line sign up for services; and
 - (5) Providing a minimum of two (2) years of full identity and credit monitoring and credit restoration services through the Monitoring Vendor to Data Subjects affected by the Security Incident (from the date the applicable Data Subject registers for such services with the Monitoring Vendor). The monitoring for each Data Subject must include all public databases, including but not limited to the credit reporting agencies and health databases. In the event of an identity theft, the Vendor shall require the Monitoring Vendor, working through its investigation staff, to completely restore the individual to his/her position immediately prior to the identity theft with regard to banks and other financial institutions, credit card companies, and credit bureaus.

- ### 3.5 Regulator Investigations. Upon notice to Vendor, Vendor will assist Dealership in the event of an investigation by any regulator, including a data protection authority, or similar authority, if and to the extent that such investigation relates to Dealership Data Processed by Vendor or its Personnel. Such assistance will be at Dealership's sole expense, except where such investigation was required due to Vendor's acts or omissions, in which case such assistance will be at Vendor's sole expense.

3.6 **Business Continuity.** Vendor will at all times maintain a business continuity plan that will enable Vendor, within a reasonable period of time after the occurrence of a disaster, to restore and provide the affected Service to a condition where such Service conforms to the requirements set forth in the Services Agreement (“**Business Continuity Plan**”). The Business Continuity Plan will contain the following: (i) a description of the Vendor crisis management team, with alternative contacts for all key decision makers; (ii) a communications plan detailing when, how and with what frequency Vendor will communicate with Dealership in the event of a disaster; (iii) a comprehensive description of the disaster recovery solution including a complete network diagram showing the connectivity between the primary disaster recovery site; (iv) the target recovery time for all systems impacted by the disaster; (v) the backup frequency of all systems; (vi) a recovery plan for all material information technology components including servers, network, software, databases and other applications; (vii) a description of the process in the event of a total site level failure (e.g., fire in data center); and (viii) a schedule for the testing and reporting of all aspects of the Business Continuity Plan. Vendor will make the Business Continuity Plan available to Dealership promptly upon Dealership’s request. Vendor will implement the Business Continuity Plan and at least once every year during the term of the Services Agreement, review, and update it as necessary and test the operability of the Business Continuity Plan in effect at that time, and promptly thereafter notify Dealership of the results of such implementation and all updates to be made. Upon discovery by Vendor of a disaster impacting or potentially impacting or disrupting the Services, Vendor will immediately provide Dealership with written notice of the disaster or potential disaster and the implementation of the Business Continuity Plan.

4. PROPRIETARY RIGHTS

4.1 **Ownership of Data.** As between Dealership and Vendor, all right, title and interest in and to any Dealership Data will be solely owned by Dealership. Nothing in the Services Agreement or these DP Terms conveys any rights or interest, whether express, implied by estoppel, or otherwise, in the Dealership Data to Vendor. Except as reasonably necessary for Vendor to perform the Services, Vendor may not edit, modify, create derivatives, combinations or compilations of, combine, associate, synthesize, reverse engineer, reproduce, display, distribute, disclose, or otherwise Process Dealership Data.

4.2 **Assignment of Data.** Vendor hereby irrevocably assigns, transfers, and conveys, and will cause Vendor’s Personnel to assign, transfer and convey, to Dealership, without any requirement of further consideration, all of its and their right, title, and interest in, to and under Dealership Data. Upon request by Dealership, Vendor will execute and deliver, and will cause Vendor’s Personnel to execute and deliver, any documents that may be necessary or desirable under any law to perfect, protect, preserve, or enable Dealership to enforce, its rights with respect to Dealership Data.

5. **INDEMNIFICATION.** Vendor will indemnify, defend and hold harmless Dealership, its Affiliates and each of their respective officers, directors, employees, representatives, agents, successors, and assigns (each, a “**Dealership Indemnitee**”) from and against any and all Losses incurred by a Dealership Indemnitee as a result of any claim, demand, suit, action, investigation, allegation, or any other proceeding (“**Claim**”) made in connection with, or otherwise related to, directly or indirectly: (i) the willful misconduct or negligence of Vendor, Vendor Personnel or any of their subcontractors; (ii) Vendor’s or any of its Personnel’s breach of these DP Terms; or (iii) any Security Incident or Remediation Efforts pursuant thereto.

6. LIMITATION OF LIABILITY

6.1 Notwithstanding anything in the Services Agreement to the contrary, including but not limited to any provision in the Services Agreement stating that the terms of the Services Agreement control in the event of an inconsistency or conflict between such terms and the terms of any exhibit, schedule, addendum, or other attachment thereto, the Parties hereby agree that any limitation of liability or disclaimer of certain damages in the Services Agreement will not apply to the Vendor’s breach of these DP Terms, including but not limited to amounts arising under Vendor’s indemnification obligations in these DP Terms.

6.2 The following will be considered a non-exhaustive list of Losses subject to Vendor’s indemnification obligations or that otherwise may be claimed by Dealership in connection with a breach of these DP Terms or Security Incident: (i) the costs reasonably incurred by any Dealership Indemnitee to determine the root cause and scope of the Security Incident; and (ii) the Losses reasonably incurred by any Dealership Indemnitee in connection with Remediation Efforts, including determining appropriate Remediation Efforts.

7. INSURANCE

7.1 Insurance Requirements. Vendor will maintain in full force and effect at all times during the Term and for 4 years thereafter, at its own expense, the following insurance:

- (A) Commercial General Liability insurance, including coverage for bodily injury, property damage, personal and advertising injury liability, premises and operations liability, independent contractor liability, blanket contractual liability, and products and completed operations liability, with limits of not less than \$2,000,000 combined single limit per occurrence and \$4,000,000 annual aggregate;
- (B) Workers' Compensation insurance (or qualified self-insurance) covering Vendor's employees, with limits not less than those required by applicable workers' compensation statutes in any jurisdiction where Services are performed under the Services Agreement;
- (C) Employer's Liability insurance with limits not less than \$1,000,000 per accident/disease;
- (D) Voluntary Compensation insurance covering all of Vendor's employees not subject to applicable state workers' compensation laws;
- (E) Automobile Liability insurance with limits not less than \$1,000,000 per accident for bodily injury and property damage arising out of all owned, non-owned and hired vehicles;
- (F) Professional Liability (errors and omissions) insurance with limits not less than \$10,000,000 per claim;
- (G) Cyber/Privacy/Network Liability insurance with aggregate limits not less than \$10,000,000 covering liability for privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security; and
- (H) Umbrella/Excess Liability with limits of not less than \$2,000,000 combined single limit in excess of the above-referenced Commercial General Liability, Employer's Liability, Automobile Liability, Professional Liability, and Cyber Liability.

7.2 Insurance Policies. All insurance policies required by the Services Agreement or these DP Terms must be issued by one or more insurance carriers, licensed to do business in the states in which the Services are to be performed, and that have an A.M. Best rating of A- VII or better. All insurance policies required by the Services Agreement or these DP Terms shall be primary and non-contributing with respect to any other similar insurance policies available to Dealership or its Affiliates. In the event that payments are required to be made under Dealership's or its Affiliates' own insurance policies or self-insurance (whether for defense or indemnity) before the applicable coverage limits for the insurance policies obtained by Vendor are exhausted, then Vendor agrees to reimburse, hold harmless and indemnify Dealership, its Affiliates and their respective insurers for such payments. All policies of insurance required by the Services Agreement or these DP Terms shall provide that such policies shall not be canceled, modified, or changed without first giving 30 days' prior written notice thereof to Dealership. No such cancellation, modification, or change shall affect Vendor's obligation to maintain the insurance coverages required by the Services Agreement or these DP Terms.

7.3 Deductibles & SIRs. Vendor shall not self-insure, through the use of a captive or otherwise, any of the insurance coverages required by the Services Agreement or these DP Terms, or non-subscribe to any State's applicable workers' compensation laws without the prior written consent of Dealership. Any deductible or self-insured retention (SIR) within the insurance policies required shall not exceed \$25,000, or such higher amount as is customary for the industry and approved in writing in advance by Dealership. Vendor shall be responsible for payment of any and all deductibles, self-insured retentions or coinsurance penalties, if any, from insured claims under its policies of insurance.

7.4 Additional Insureds. Except for Workers' Compensation, Employer's Liability, Voluntary Compensation, and Professional Liability insurance, all policies required by the Services Agreement or these DP Terms shall include

Dealership and its Affiliates as additional insureds under ISO Forms CG 20 10 10 01 and CG 20 37 10 01. Vendor shall pay the cost of any additional premium for such coverage.

- 7.5 Waiver of Subrogation. The Workers' Compensation and Employers' Liability, General Liability, Automobile Liability, Umbrella/Excess Liability, and Professional Liability policies required by the Services Agreement or these DP Terms shall include full Waivers of Subrogation in favor of Dealership, its Affiliates and each of their respective officers, directors, agents, servants, employees.
- 7.6 Certificates. Prior to commencement of work and annually thereafter during the term of the Services Agreement, Vendor will provide Dealership with certificates of insurance evidencing compliance with this Section 7 (including evidence of renewal of insurance) signed by authorized representatives of the respective carrier(s). Upon Dealership's request, Vendor will provide Dealership access to all insurance documents for purposes of verifying Vendor's compliance with this Section 7. Vendor covenants that it will provide no less than 30 days' prior written notice to Dealership of any cancellation, nonrenewal, reduction, or change to the insurance afforded under the above policies.
- 7.7 Right to Obtain Insurance Coverage. If Vendor fails or refuses to obtain and maintain any required insurance coverage, or to furnish satisfactory evidence of such insurance coverage and payment of premiums, Dealership shall have the right and authority (without the obligation to do so) and in addition to Dealership's other rights and remedies under the Services Agreement or these DP Terms, to obtain such insurance coverage on Vendor's behalf. If Dealership does so, Vendor shall fully cooperate with Dealership in its effort to obtain such insurance policies and shall immediately pay any costs, premiums, or other charges, together with a reasonable fee for Dealership's expenses in so acting, upon demand.
- 7.8 Claims Handling. In the event of a claim, occurrence or suit relating to the subject matter of the Services Agreement or these DP Terms, Vendor will cooperate with Dealership in the provision of notice and the pursuit of coverage under any applicable liability insurance policies required by the Services Agreement or these DP Terms.
- 7.9 No Waiver by Dealership. Vendor's failure to provide insurance as required hereunder, or Vendor's failure to supply Certificates of Insurance that comply with Section 7.6, above, or the failure of Dealership to require evidence of insurance or to notify Vendor of any breach by Vendor of the requirements of these provisions or deficiencies in the insurance obtained, shall neither constitute a waiver by Dealership of any of the these insurance requirements, nor a waiver of any other terms and conditions of the Services Agreement or these DP Terms, including Vendor's obligations to defend, indemnify and hold harmless Dealership and its Affiliates, as required herein.
- 7.10 Subcontractors' Insurance. Vendor shall cause its subcontractors, including all persons hired by Vendor, who are not Vendor's employees and perform any part of the Services hereunder, to procure and to maintain in full force and effect insurance of the types and amounts, and meeting the requirements described above for Commercial General Liability, Workers' Compensation, Employers' Liability, Voluntary Compensation, Automobile Liability, Professional Liability and Cyber/Privacy/Network Liability. Vendor shall cause and require its subcontractors to comply with the requirements set forth in Sections 7.2 through 7.9.

These DP Terms were last modified on November 14, 2018.

Exhibit A

Legal Name

D/B/A and Address

Park Place Motorcars, Ltd.

Park Place Motorcars Dallas
6113 Lemmon Avenue
Dallas, TX 75209

PPP LP

Park Place Porsche
6113 Lemmon Avenue
Dallas, TX 75209

PPMB Arlington LLC

Park Place Motorcars Arlington
4201 Beltway Place
Arlington, TX 76018

Park Place Motorcars Mid-Cities, Ltd.

Park Place Motorcars Grapevine
1300 Texan Trail
Grapevine, TX 76051

Park Place Motorcars Fort Worth, Ltd.

Park Place Motorcars Fort Worth
5601 Bryant Irvin Road
Fort Worth, TX 76132

PPDV, Ltd.

Park Place Volvo
3515 Inwood Road
Dallas, TX 75209

PPPGV LP

Porsche Grapevine
1280 Texan Trail
Grapevine, TX 76051

Park Place LX of Texas, Ltd.

Park Place Lexus Plano
6785 Dallas Parkway
Plano, TX 75024

Park Place Lexus Grapevine
901 Highway 114 East
Grapevine, TX 76051

PPJ LLC

Jaguar Land Rover DFW / Jaguar Land Rover Grapevine
1300 East State Highway 114
DFW Airport, TX 75261

MCH JV LP

McLaren Houston
16210 North Freeway
Houston, TX 77090

PPM Auction LP

Park Place Auto Auction
4422 West Plano Parkway
Plano, TX 75093

PPCT LP

Park Place Select
1999 Bryan Street, Suite 900
Dallas, TX 75201

Park Place RB, Ltd.

Bentley Dallas / McLaren Dallas / Park Place Maserati /
Park Place Maserati Dallas / Park Place Premier Collection /
Rolls-Royce Motor Cars Dallas
5300 Lemmon Avenue
Dallas, TX 75209

IN WITNESS WHEREOF, the undersigned parties have executed this Addendum as of the date of the last signature set forth below.

VENDOR:

By: _____

Name: _____

Title: _____

Date: _____

PARK PLACE:

By: _____

Name: _____

Title: _____

Date: _____