

Foureyes Data Processing Addendum

Effective Date: October 15, 2025

This Data Processing Addendum, including any schedules and annexes, (collectively, this “DPA”) forms part of the applicable Services Agreement, Data Authorization, Foureyes Terms and Conditions, Foureyes Connect Terms, Program EULA Addendum, and/or any other legally entered and binding written or electronic agreement (collectively, the “Agreement”) entered into between Foureyes, LLC and its subsidiaries and affiliates (“Foureyes”) and Client, Dealer or Auto Group, as applicable, acting on its own behalf and on behalf of its Affiliates (defined below) (“Client”). This DPA sets forth each party’s respective obligations regarding the processing of Personal Data (defined below) in connection with the Services (defined below) provided pursuant to the Agreement.

This DPA shall become effective as of the Effective Date of the Agreement. All capitalized terms not defined in this DPA will have the meaning given to them in the Agreement.

AGREED TERMS

1. Definitions. The following definitions and rules of interpretation apply in this DPA.

- 1.1 “Affiliate”** means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity.
- 1.2 “Business Purposes”** means the Services described in the Agreement and any other purposes identified in ANNEX A.
- 1.3 “Client Personal Data”** means Personal Data provided by or made available by Client to Foureyes or collected by Foureyes on behalf of Client, which Foureyes Processes to perform the Services. For the avoidance of doubt, Client Personal Data does not include aggregate or anonymized Personal Data.
- 1.4 “Data Protection Laws”** means all applicable laws, regulations, or treaties concerning privacy, data security, data protection, or the Processing of Personal Data including, but not limited to, United States privacy laws, such as the California Consumer Privacy Act of 2018 (“CCPA”), each as amended, replaced, or superseded from time to time and the guidance and codes of practice issued by the relevant data protection or supervisory authorities and applicable to a Party.
- 1.5 “Disclosure Request”** means (a) any order, demand, warrant, or any other document requesting or purporting to compel the production of Client Personal Data (for example, by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoenas, civil investigative demands, regulatory inspection or other similar processes); or (b) any other request, inquiry, or complaint involving Client Personal Data or the Processing of such Client Personal Data from any governmental, regulatory authority or law enforcement department, including, but not limited to, a data protection authority, or similar regulatory authority.
- 1.6 “Data Breach”** means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Client Personal Data transmitted, stored or otherwise Processed.
- 1.7 The “Parties”** means Foureyes and Client.
- 1.8 “Sub-Processor”** means any Processor engaged by Foureyes in accordance with the terms of this DPA, including, but not limited to, any Affiliate of Foureyes.
- 1.9** Except as otherwise defined in this DPA, **“Business,” “Controller,” “Data Subject,” “Personal Data” or “Personal Information,” “Process” or “Processing,” “Processor,” “Sell” or “Selling,” “Service Provider,” and “Share” or “Sharing”** are as defined under the relevant Data Protection Laws, and the conjugation of these terms shall be defined accordingly. For

purposes of this DPA, the term “**Controller**” shall also refer to the term “**Business**” and the term “**Processor**” shall also refer to the term “**Service Provider**.”

2. Purpose and Scope of Processing

- 2.1 Roles of the Parties.** Client and Foureyes acknowledge and agree that under Data Protection Laws and this DPA, Client is acting as a Controller and Foureyes is acting as a Processor.
- 2.2 Details of Processing.** The subject matter, duration, nature and purpose of Processing, categories of Client Personal Data, and Data Subject type(s), in respect of which Foureyes may Process to fulfill the Business Purposes are described in ANNEX A of this DPA.

3. Client Processing Obligations

- 3.1 Processing Instructions.** Client represents and warrants that Client shall comply with, and Client’s instructions for the Processing of the Client Personal Data shall comply with, Data Protection Laws. Client is solely responsible for the accuracy, quality, and legality of (a) the Client Personal Data provided to Foureyes by or on behalf of Client, (b) the means by which Client acquired the Client Personal Data provided to Foureyes, and (c) the instructions it provides to Foureyes regarding the Processing of Client Personal Data. Client shall provide to Foureyes the minimum amount of Client Personal Data necessary for the provision of the Services and shall not provide or make available to Foureyes any Client Personal Data other than as specified in ANNEX A. Client shall be solely responsible for providing all necessary notices to and obtaining all necessary consents from consumers/data subjects related to the processing of their Personal Data.
- 3.2 Client Affiliates.** Client enters into this DPA on behalf of itself and in the name and on behalf of its Affiliates, as applicable, thereby establishing a separate DPA between Client and each such Client Affiliate. Client Affiliates shall be entitled to enforce the terms of this DPA as if each was a signatory to it. Client shall remain responsible for coordinating all communication with Foureyes under this DPA and be entitled to make and receive any communication in relation to this DPA on behalf of its Affiliates.

4. Foureyes Processing Obligations

- 4.1 Compliance with DPA and Data Protection Laws.** Foureyes shall comply with all Data Protection Laws with respect to performing the Services and Processing the Client Personal Data. Foureyes shall not Process Client Personal Data for any other purpose or in a way that does not comply with this DPA or applicable laws, including the Data Protection Laws.
- 4.2 Processing Limitations.** Foureyes shall only Process Client Personal Data to the extent, and in such a manner, as is necessary for the Business Purposes in accordance with this DPA and Client’s written instructions. Foureyes shall not collect, disclose, use, or otherwise Process Client Personal Data: (a) except as necessary to perform the Services and the Business Purposes described this DPA; (b) outside of the direct business relationship between Client and Foureyes; or (c) for its own purposes or those of any third party. Foureyes shall not sell or share Client Personal Data, as “sell” and “share” are defined under Data Protection Laws. Foureyes shall not combine the Client Personal Data received with Personal Data received from another business or that Foureyes collects itself (unless such combination is necessary for certain business purposes identified in the Applicable Data Protection Laws). To the extent that Foureyes Processes any deidentified Personal Information (as “deidentified” is defined under Data Protection Laws), Foureyes shall (a) take reasonable measures to ensure that the information cannot be associated with a consumer or household, (b) only use the data in deidentified form, and (b) not attempt to reidentify the information.

- 4.3 Confidentiality.** Foureyes shall protect the confidentiality of the Client Personal Data in accordance with the terms of this DPA and ensure that any Client Personal Data is not disclosed or otherwise made available to other persons or used in violation of this DPA. Foureyes shall ensure that any person that it authorizes to Process Client Personal Data are informed of the confidential nature of the Client Personal Data and are subject to an appropriate duty of confidentiality.
- 4.4 Compliance Assistance.** Foureyes shall reasonably assist Client with meeting Client's compliance obligations under the Data Protection Laws, taking into account the nature of Foureyes' Processing and the information available to Foureyes.
- 4.5 Data Subject Rights.** If Foureyes receives a request from a Data Subject to exercise any of their related rights under the Data Protection Laws, Foureyes shall notify Client. Upon Client's reasonable request, Foureyes shall reasonably assist Client to comply with the rights of Data Subjects under the Data Protection Laws and to respond to any inquiry, complaint, or other correspondence from a Data Subject. Client shall submit requests for assistance in responding to Data Subject data rights requests via the designated Foureyes portal at: <https://foureyes.io/dealership-privacy-rights-request>.
- 4.6 Disclosure Requests, Complaints, and Other Communications.** If Foureyes receives a Disclosure Request, complaint, or any other communication regarding the Processing of Client Personal Data or about either Party's compliance with the Data Protection Laws, Foureyes shall promptly notify Client, unless prohibited to do so by law. Unless required by law, Foureyes shall not disclose Client Personal Data with any third party other than at Client's request or instruction. Foureyes shall reasonably assist Client in responding to any Disclosure Requests, complaints, or other communications regarding the processing of Client Personal Data by Foureyes.
- 4.7 Data Destruction or Return.** Foureyes shall securely destroy or return and not retain, all Client Personal Data Processed subject to this DPA in its possession immediately after the expiry or termination of the Agreement, except where retention of Client Personal Data is required by any law, regulation, or government or regulatory body, in which case the protections of this DPA shall continue to apply to such retained Client Personal Data for the period of time during which it is retained. For the avoidance of doubt, this Section 4.7 shall not apply to aggregated or anonymized data.

5. Security and Audits

- 5.1 Security Measures.** Foureyes shall implement reasonable and appropriate administrative, technical, and physical data security measures against unauthorized or unlawful Processing, access, or disclosure of Client Personal Data and against accidental or unlawful loss, destruction, alteration, disclosure or damage of Client Personal Data.
- 5.2 Data Breach.** Foureyes shall notify the Client no later than seventy-two (72) hours upon becoming aware of a Data Breach and promptly take such steps as Foureyes deems necessary and reasonable to investigate, contain, and mitigate such Data Breach. When notice is provided, Foureyes shall provide all reasonable information in Foureyes' possession to the extent it affects Client.
- 5.3 Audit Reports and Documentation.** At Client's written request at reasonable intervals, Foureyes shall provide Client with the most recent copies of external third-party audit reports, certifications, or other documentation regarding Foureyes' compliance with the obligations in this DPA.
- 5.4 On-Site Audits.** If the Client reasonably believes the audit reports, certifications, or other documentation provided under Section 5.3 "Audit Reports and Documentation" above are inadequate to demonstrate compliance with the obligations of this DPA, Client may reasonably request an on-site audit in writing and with no less than 30 days notice. An on-site audit may also be requested if Foureyes has notified Client of a Data Breach affecting

Client Personal Data or such an audit is required by Data Protection Laws or by the Client's competent supervisory authority. Foureyes shall cooperate in good faith with Client to schedule any such audit on a mutually agreed upon date and time during Foureyes' normal business hours (such agreement not to be unreasonably withheld by either party). In the event any data protection deficiencies are identified by the audit, Foureyes shall produce and provide Client with a copy of a written report that includes plans to remedy such deficiencies and remedy any deficiencies identified within a reasonable time period mutually agreed between the parties. Client understands and agrees that it is not possible to provide physical access to Foureyes' third-party hosting provider(s) or third-party subprocessors unless such access is mandated by the applicable governmental data privacy organization or regulatory authority following a Data Breach.

- 5.5 Adequate Measures for Transfers.** Foureyes shall not transfer or otherwise Process Personal Data outside of the country of origin of such Personal Data, either directly or via onward transfer, unless Foureyes takes measures to ensure the transfer in compliance with Data Protection Laws and guidance from data protection regulatory authorities in relevant jurisdictions.

6. Sub-processors

- 6.1 General Authorization.** Client acknowledges and agrees that Foureyes may subcontract Processing of Client Personal Data to a Sub-processor to provide Services. The list of Foureyes' current Sub-processors is located at foureyes.io/key_subprocessors. Foureyes shall notify Client of any newly engaged Sub-processors or other changes in Sub-processors by posting an updated Sub-processors list at the designated link. Client acknowledges and agrees that Client is responsible for checking the list for updates and that the posting of an updated list satisfies any notice obligation under Data Protection Laws.
- 6.2 Liability for Sub-processors.** Prior to disclosing any Client Personal Data to any Sub-processor, Foureyes shall enter into a written agreement with each such Sub-processor that imposes obligations that are no less protective than the obligations in this DPA.

7. Term and Termination

- 7.1 Survival.** This DPA shall remain in full force and effect so long as Foureyes retains any Client Personal Data in its possession or control.
- 7.2 Material Breach.** A party's failure to comply with the terms of this DPA is a material breach. In the event of a material breach by either party, the other party may terminate this DPA, in whole or in part, effective immediately on written notice without further liability or obligation.
- 7.3 Noncompliance.** If a change in any Data Protection Law prevents either party from fulfilling all or part of its obligations under this DPA, the Parties shall suspend the Processing of Client Personal Data until that Processing complies with the new requirements. If the Parties are unable to bring the Processing of Client Personal Data into compliance with the Data Protection Laws within sixty (60) days, they may terminate this DPA on written notice to the other Party.

8. General

- 8.1 Annexes.** The Annexes form part of this DPA and shall have effect as if set out in full in the body of this DPA. Any reference to this DPA includes the Annexes.
- 8.2 Conflicts with DPA.** In the event of any conflict or inconsistency between the Agreement and the DPA, the provisions of DPA shall prevail.

- 8.3 Limitation of Liability.** Liability arising out of or related to this DPA shall be subject to the liability terms in the Agreement.
- 8.4 Choice of Law.** This DPA shall be governed by and construed in accordance with the choice of law and dispute resolution provisions of the Agreement, including, but not limited to, any arbitration provisions.
- 8.5 Changes in Data Protection Laws.** In the event of any changes to Data Protection Laws that may require variation to this DPA, the Parties shall promptly discuss such variations and negotiate in good faith with a view to agreeing on and implementing variations to the DPA designed to address the requirements of any such changes in Data Protection Laws as soon as reasonably practical.

ANNEX A
DETAILS OF PROCESSING

Categories of data subjects whose Dealer/Client Personal Data is Processed by Foureyes	Client may use Services to process any data subjects as they determine is necessary, including, but not limited to: • Client's employees, contractors, and other workers; • Client's leads, prospective customers and customers; • Visitors to Client's websites; • Individuals who interact with Client by phone, email, and/or SMS message.
Categories of Client Personal Data Processed by Foureyes	Client may use Services to process any data categories as they determine is necessary, including, but not limited to: • Identification data (e.g., name, title, address, telephone number, email, IP address, unique ID number); • Financial data (e.g., purchase and financing information); • Personal characteristics (e.g., physical, physiological, economic, cultural, or social identity, family/household information, marital status); • Employment-/business-related data (e.g., job, title, manager, role, current employment information); • Geo-location identifier (e.g., location tracking); • Online behavior/preferences (e.g., browsing history, purchasing habits), • Device/usage data (e.g., MAC address, hostnames); • IT-related data (e.g., audio/voice recording, e-mail and internet usage logs); • Marketing and analytics data (e.g., marketing campaign information, engagement with marketing emails and other marketing campaign contacts)
Sensitive Personal Information Processed by Foureyes	Foureyes does not intentionally collect personal information that is considered sensitive under privacy laws
Frequency of the transfer	Continuous
Nature of the processing	

Purpose of the data transfer and further processing	Foureyes processes Personal Data to provide Client with Services as described in the Agreement.
For Processing involving California consumers, select purpose(s) for Processing Client Personal Data	• Helping to ensure security and integrity to the extent the use of the consumer's personal information is reasonably necessary and proportionate for these purposes. • Debugging to identify and repair errors that impair existing intended functionality. • Performing services on behalf of Client, including maintaining or servicing accounts, providing customer service, processing, or fulfilling orders and transactions, verifying customer information, processing payments, providing financing, providing analytic services, providing storage, or providing similar services on behalf of Client. • Providing advertising and marketing services, except for cross-context behavioral advertising, to the consumer provided that, for the purpose of advertising and marketing, a service provider or contractor shall not combine the personal information of opted-out consumers that the service provider or contractor receives from, or on behalf of, the business with personal information that the service provider or contractor receives from, or on behalf of, another person or persons or collects from its own interaction with consumers. • Undertaking internal research for technological development and demonstration. • To retain and employ a Subprocessor (subject to the requirements of this DPA). • To build or improve the quality of the services it is providing to Client provided that Foureyes does not use the Client Personal Data to perform services on behalf of another person. • To prevent, detect, or investigate data security incidents or protect against malicious, deceptive, fraudulent, or illegal activity.
Period for which the Client Personal Data will be retained or criteria used to determine that period	The period for which Client Personal Data will be retained is as described in this DPA.
Sub-processor transfers – subject matter, nature, and duration of processing	The subject matter and nature of the Processing is to assist Foureyes with providing the Services. The duration of Processing is for the duration of the agreement with the sub-processor.