

## **COX AFFILIATE DATA ACCESS ADDENDUM**

This Cox Affiliate Data Access Addendum to the Cox Master Subscription Terms (“**Addendum**”) is made by and between Cox and the Customer set forth on the applicable Order Forms.

The Parties agree that: (i) this Addendum will, and hereby does, amend the Master Subscription Terms and bind each applicable Cox Affiliate, and (ii) the Master Subscription Terms constitute, in part, a Cox Affiliate agreement subject to laws applicable to particular services and products that a Cox Affiliate may perform or provide under the Master Subscription Terms.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Cox Affiliate hereby agrees as follows:

1. **Cox Affiliate Warranties and Representations**. Each applicable Cox Affiliate represents and warrants that:
  - a. it requires access to Customer’s computer or other electronic systems (“**Customer Systems**”) to obtain information about Customer’s customers, operations, or other data stored in Customer Systems in order to provide the Cox Products pursuant to the Master Subscription Terms;
  - b. it is capable of meeting all applicable legal requirements, to include the required administrative, technical, and physical requirements under applicable law, and reasonably applicable industry standards with respect to privacy and security of the Consumer Information it obtains;
  - c. it will protect and secure any and all Consumer Information it receives or obtains as required under all applicable privacy and data security laws, including implementing and maintaining administrative, technical, and physical safeguards that shall, at a minimum, comply with applicable Canadian federal, provincial, and local laws and regulations;
  - d. any Consumer Information that must be transmitted in connection with the Cox Product will be transmitted in an encrypted fashion, and, correspondingly, will be stored in an encrypted fashion wherever reasonably practicable, in accordance with reasonably applicable industry security standards, and only maintained in accordance with the Master Subscription Terms and as long as necessary to provide the Cox Products or for Customer to comply with record-keeping requirements;
  - e. other than as set forth expressly in the Master Subscription Terms, it will not access, enhance, store, share, disclose, sell, distribute, create derivative works from, or use Consumer Information for any reason;
  - f. other than as set forth expressly in the Master Subscription Terms: (i) it has no license or other proprietary or intellectual property rights in the Consumer Information except as necessary to provide the Cox Products, and (ii) shall not use Consumer Information in any form to append, trigger, update, enhance, or enrich its own data or data service or any Third Party data service;
  - g. it will not share the password or other access to Customer Systems with any Third Party except in accordance with the Master Subscription Terms and upon termination of the Master Subscription Terms agrees that it will no longer access any Customer Systems (where such access had been pursuant to such terminated Master Subscription Terms), and will return and/or destroy any passwords provided by Customer Group (pursuant to such terminated Master Subscription Terms); and
  - h. it will not object to Customer obtaining from the applicable DMS vendor, if any, details as to the specific data fields to which the Cox Affiliate is enabled to access in order to provide the Cox Products.

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2. Authorized Third Party Subcontractors. A Cox Affiliate may allow access to, or facilitate a non-affiliated Third Party's access to, where applicable, Consumer Information in order for that Third Party ("**Authorized Third Party Subcontractor**" or "**ATPS**") to provide legitimate, necessary services to Customer in connection with the Master Subscription Terms ("**Subcontracted Cox Products**"). Such access by any ATPS must be pursuant to a written Master Subscription Terms between the Cox Affiliate and ATPS ("**ATPS Master Subscription Terms**").
  - a. ATPS Master Subscription Terms shall only permit access to that Consumer Information required for the ATPS to perform the Subcontracted Cox Products, and must also include, at a minimum, provisions: (i) that require the ATPS to abide by all applicable data privacy and security laws; (ii) stating that the ATPS shall have no license or any other proprietary or intellectual property rights in the Consumer Information, and (iii) prohibiting the ATPS from accessing, enhancing, selling, storing, sharing, disclosing, distributing, creating derivative works from, or using any Consumer Information in any way except as required to provide the Subcontracted Cox Products.
  - b. A Cox Affiliate shall exercise the requisite due diligence in selecting any ATPS to ensure that the ATPS is capable of, and will abide by, the terms of the ATPS Master Subscription Terms.
3. Audit Rights. A Customer or its representatives may, in the event that Customer has a good faith belief that a Cox Affiliate is not in compliance with its obligations hereunder, request and receive reasonable documentation from such Cox Affiliate to confirm: (a) the scope and use of Consumer Information accessed pursuant to the Master Subscription Terms, and (b) compliance with other provisions of this Addendum; and neither the Cox Affiliate nor a ATPS shall impose any fees or charges on Customer or its representatives in connection with any confirmation and documentation.
4. Confidentiality. The Parties acknowledge that certain Consumer Information includes non-public proprietary and confidential business information and databases. Each Cox Affiliate acknowledges that Customer claims intellectual property rights, including, but not limited to trade secret protection in certain of its Consumer Information. Each Cox Affiliate further acknowledges that Customer may suffer harm if such Consumer Information is disclosed to an unauthorized Third Party. Therefore, in addition to the other obligations under this Addendum, each Cox Affiliate agrees to treat Consumer Information with the same degree of care as it accords to its own similar confidential information, but in no event less than a reasonable degree of care, and to take steps to prevent the accidental or otherwise unauthorized disclosure of Consumer Information. Each Cox Affiliate shall be responsible for any breach of any of the foregoing by any of its employees, officers, agents or Authorized Third Party Subcontractors.
5. This Addendum may not be altered or modified except by written amendment to the Master Subscription Terms, signed by both Parties. If any provision of this Addendum is found invalid or unenforceable, all remaining provisions of this Addendum will remain in full force and effect. In the event of any conflict between the terms of this Addendum and the terms of the Master Subscription Terms, the terms of this Addendum will govern with respect to the subject matter hereof.
6. No failure to enforce any aspect of this Addendum or forbearance by one Party against another, and no course of dealing between the Parties, will be construed as a waiver of any breach of the Master Subscription Terms or any of the Parties' rights under this Addendum.