

DATA SHARING AND PRIVACY AGREEMENT

ASA Automotive, Inc.

1. Purpose

This Data Sharing and Privacy Agreement (the "Agreement") governs how ASA Automotive ("ASA," "we," "us," or "our") collects, uses, stores, and shares personal and de-identified data. It ensures that data is protected while allowing us to use customer data for maintenance and support, or share data securely with third-party partners—such as (but not limited to) CarFax, Epicor, QuickBooks, Sidekick360, CSI Pay, and Parafin ("Partners")—to enhance service offerings. This Agreement ensures compliance with applicable privacy laws and provides transparency on customer rights and obligations related to their data.

2. Scope of Agreement

This Agreement applies to:

- **Personal Data:** Information that identifies or could reasonably identify an individual (e.g., names, vehicle details, billing records).
- **De-identified Data:** Data that has been stripped of identifying elements to prevent individuals from being reasonably identified.
- **Partners and Vendors:** Third-party providers who receive data under this Agreement to deliver or improve services.

ASA Automotive reserves the right to add additional partners in the future as needed to enhance service functionality, with notice provided to customers.

3. Data Collection and Use

1. Types of Data Collected:

- Personal data (e.g., name, contact info, vehicle data, billing information) required for service delivery.
- Operational and diagnostic data for maintenance, troubleshooting, and analytics.
- Transaction and financial data for integrations (e.g., with QuickBooks, Parafin).
- De-identified or aggregated data for performance analysis, research, and benchmarking.

2. Use of Data:

- **Personal data** is used to deliver, manage, and troubleshoot services.
 - **De-identified data** may be used for analytics, research, product development, partner services or offers, and lawful business purposes.
 - ASA and its Partners will not attempt to re-identify de-identified data.
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4. Customer Consent and Opt-Out Option

1. Consent Policy:

- By default, customer consent is opt-in, meaning personal and relevant operational data will be shared with ASA or ASA's Partners to enable seamless service functionality.
- ASA Automotive will notify customers of any new third-party integrations, providing the opportunity to opt out of these new data-sharing arrangements.

2. Impact of Opting Out:

- Customers may opt out of data sharing with specific Partners by contacting ASA's Data Privacy Officer.
- **Important:** Opting out of certain data-sharing arrangements may affect the availability or functionality of certain services, such as:

- Vehicle maintenance records via CarFax
- ERP or parts management via Epicor
- Financial management tools via QuickBooks
- Troubleshooting, diagnostics, or access to new features enabled by Partner solutions

3. How to Opt-Out:

- Opt-out requests can be submitted through the [Customer Support Portal](#) or by contacting ASA's [Data Privacy Officer](#).
- ASA will process opt-out requests promptly but reserves the right to inform customers if certain services may be affected as a result.

5. Data Sharing with Third-Party Partners

1. Partners and Services:

- **CarFax:** Vehicle history and maintenance tracking
- **Epicor:** ERP and parts management solutions
- **QuickBooks:** Financial and billing integration
- **Parafin:** Lending and financial solutions for merchants
- **ASAPay:** Merchant payment processing solutions
- **Sidekick360:** Shop performance management and analytics
- **FNA:** Firestone National Accounts Interface
- **Tire-HQ:** Goodyear real-time product availability
- **Phocas:** Data-decision and support platform
- **DVI:** Inspections and Digital Inspection services
- **KeepItSafe:** Data protection and disaster recovery
- **Bridgestone ADRS:** National Account Interface
- **Pensoft:** Payroll Interface

2. Addition of New Partners:

- ASA may engage with additional third-party partners to provide new or enhanced services.
- Customers will be notified of these new partnerships and the associated data-sharing terms. Customers can opt out of such new partnerships through the provided notification channels.

3. Data Shared with Partners:

- Only the necessary data to deliver and improve services will be shared.
- De-identified data may be shared with partners for analytics, research, and product improvement purposes.

6. Data Security and De-Identification Standards

1. Security Measures:

- ASA and its Partners will implement industry-standard security practices as specified in the Customer Master Services Agreement.

2. De-Identification Process:

- ASA follows robust de-identification practices (e.g., pseudonymization and aggregation) to ensure that data used for research or analytics cannot be traced back to individuals.

3. Re-identification Prevention:

- ASA and its Partners agree not to attempt to re-identify de-identified data. Any breach of de-identification protocols will result in immediate corrective action.
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7. Customer Data Rights

1. Access, Modification, and Deletion:

- Customers may request access to, modification of, or deletion of their personal data by contacting ASA's Data Privacy Officer.

2. Opt-Out of Non-Essential Data Sharing:

- Customers can opt out of non-essential data sharing at any time. However, opting out may limit the availability of certain services, as noted in Section 4.

3. Notification of New Data Uses:

- If ASA introduces new data uses or shares data with additional Partners, customers will receive prior notice and have the option to opt out of these new arrangements.
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8. Data Retention Policy

1. Retention of Personal Data:

- Personal data will be retained as long as necessary to provide services or comply with legal obligations.

2. Retention of De-Identified Data:

- De-identified data may be retained indefinitely for lawful business purposes, including research and analytics.
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9. Compliance with Laws and Regulations

ASA and its Partners will comply with applicable data privacy laws as specified in the Customer Master Services Agreement.

10. Data Breach Notification and Response

1. Breach Notification:

- ASA will notify affected customers as provisioned in the Master Services Agreement.

2. Incident Response:

- ASA will work with Partners as provisioned in the Master Services Agreement.
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11. Liability and Indemnification

1. Partner Liability:

- Partners assume responsibility as provisioned in the Partner Master Services Agreement.

2. ASA Liability:

- ASA's liability for data-related incidents will be limited according to the Master Services Agreement.
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12. Termination and Amendments

1. Termination:

- Termination is governed by the Customer Master Services Agreement.
- Upon termination, personal data will be handled according to the Customer Master Services Agreement.

2. Amendments:

- ASA may update this Agreement to reflect changes in practices or legal requirements. Customers will receive notice of significant changes and may opt out of new data-sharing arrangements if desired.
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13. Governing Law

This Agreement will be governed according to the Customer Master Services Agreement.

14. Contact Information

To address questions or concerns regarding this Agreement or data privacy, contact:

ASA Automotive, Inc.

10275 W. Higgins Rd., Suite 250 Rosemont, IL 60018

info@asaauto.com

(800) 241-8472

Acknowledgement and Acceptance

By using ASA Automotive's services, customers acknowledge that they have read and understood this Data Sharing and Privacy Agreement. Customers agree to the default opt-in sharing of data as described, with the option to opt out at any time subject to the conditions outlined.