

ADDENDUM TO MASTER SERVICES AGREEMENT AND THE APPLICABLE SCHEDULE(S)
Hyundai Service Lane Technology Dashboard

Reference is made to the Master Services Agreement (the “MSA”) and the applicable schedule(s) (the “Schedule(s)”) (collectively the “Agreement”) between the undersigned to which this Addendum is made a part thereof and which is hereby amended as follows:

1. All terms defined in the Agreement shall remain the same where used herein.

THIRD PARTY INTEGRATION FEES

2. To the extent that CDK incurs fees in connection with the integration of the Hyundai SLT Dashboard services which supports the reporting in connection with the Service Lane Technology (SLT) integration (the “SLT Dashboard”) with one or more third party applications or services, CDK shall be entitled to charge such third party fees to Client as a “pass-through” expense without any markup; provided, however, that CDK shall provide Client with at least forty-five (45) days’ prior written notice of the effective date of any such charge; and further provided, that Client may avoid the incurrence of any such fees by terminating its subscription to the SLT Dashboard prior to the effective date of any such third party fee incurrence (which notice must be given at least thirty (30) days prior to the effective date of such termination).

CONSENT AND COMPLIANCE

3. Client acknowledges and/or agrees that:
 - (i) CDK or its affiliates may transfer the information obtained from or derived from Client’s use of the Products and Services, including without limitation any personal information (the “Data”), to HMA and Genesis Motor America, LLC (“GMA”) or its/their designate(s) at their request;
 - (ii) CDK or its affiliates may use the Data to perform the Services, including the SLT Dashboard;
 - (iii) Client is responsible for complying (and has complied) with all laws and governmental regulations affecting its business, including, without limitation, all applicable privacy laws pertaining to the processing, sale or sharing of consumer’s personal information as contemplated hereunder, including (without limitation) making required disclosures to consumers and providing consumers with opt-out or opt-in opportunities with respect to the use, sale or sharing of their personal information, and CDK shall not have any responsibility with respect to Client’s compliance with such applicable laws (including, without limitation, advising Client of Client’s responsibilities in complying with any privacy laws or governmental regulations for the use of the SLT Dashboard); and
 - (iv) In the event a consumer exercises its right to opt out of sale or sharing of such consumer’s personal information, Client shall notify CDK and advise CDK to exclude such consumer’s information from the Data to be transferred to HMA and/or GMA.

TERM

4. CDK and Client agree that the term of this Addendum shall be coterminous with the Schedule which governs CDK’s provision of services pretraining to the Service Lane Technology to Client.

NON DISCLOSURE

4. Client acknowledges and agrees that all contents of this Addendum contain special pricing and certain arrangements (“Unique Terms”) provided to Client and the Unique Terms are confidential information. Client agrees to keep the Unique Terms, including all information regarding the SLT Dashboard, confidential and to instruct its employees, consultant and agents who have access to such Unique Terms to keep the same confidential. Client agrees not to disclose the specific terms of this Addendum to anyone outside of the employment or hire of Client.

5. Except as expressly amended hereby, the Agreement remains in full force and effect. This Addendum supersedes any prior understanding, or agreements, whether written or oral, between the parties pertaining to the matter covered herein. In the event of a conflict between the terms of this Addendum and the Agreement, the terms of this Addendum shall prevail.

6. The headings contained in this Addendum are for convenience of reference only, shall not be deemed to be a part of this Addendum and shall not be referred to in connection with the construction or interpretation of this Addendum.

CDK GLOBAL LLC

“Client”

By
(authorized signature)
Name
(please print)
Title
(please print)
Date

By
(authorized signature)
Name
(please print)
Title
(please print)
Date