

CAR&I
ADDITIONAL TERMS

The terms and conditions set forth in this Additional Terms are in addition to the terms and conditions set forth in the Master Data License (the “**Master Data License**”) (<https://www.coxautoinc.com/terms/wp-content/uploads/sites/3/Master-Data-License-Agreement.pdf>), and apply with respect to the Licensed Data covered by this Additional Terms. Capitalized terms used, but not otherwise defined, herein shall have the meanings given to them in the Master Data License.

Additional Terms and Conditions:

1. Definitions.

- a) “**Authorized User**” means, for the Permitted Uses of these Additional Terms, only Dealers.
- b) “**Authorized User List**” shall mean a list provided or maintained by Licensee of the names of the Authorized Users subscribed to Licensee’s Program, if Licensee is a deskings tool provider that provides the Licensed Data to its Authorized User customers via such tool. For clarity, the term Authorized User List is not applicable if Licensee is a Dealer.
- c) “**Consumer**” shall mean a customer or prospective customer for the purchase or lease of a vehicle from an Authorized User.
- d) “**Dealer**” shall mean a retail seller of motor vehicles from a Rooftop.
- e) “**Authorized User-Facing Application**” shall mean an application enabling Authorized User Personnel to receive and process Licensed Data as an aid to completing sales or leases of vehicles to Consumers.
- f) “**Authorized User List**” shall mean a list provided or maintained by Licensee of the names of the Authorized Users subscribed to Licensee’s Program, if Licensee is a deskings tool provider that provides the Licensed Data to its Authorized User customers via such tool. For clarity, the term Authorized User List is not applicable if Licensee is a Authorized User.
- g) “**Incentives**” shall mean one or more of the following programs established by Manufacturers as incentives for purchases or leases of new vehicles:
 - i) “**Consumer-Facing Incentive**” shall mean an Incentive offered to a Consumer in conjunction with the purchase or lease of a new vehicle such as: Rebates, Consumer Cash, Bonus Cash, Factory Supported Interest Rates (APR), Advertised Specials and other ancillary special programs (e.g. College Grad, Loyalty, Military). Note: some offers require the Consumer to meet certain eligibility criteria.
 - ii) “**Dealer-Facing Incentive**” shall mean Incentives offered to an Authorized User which may or may not be passed on to the Consumer in conjunction with the purchase or lease of a new vehicle. Some offers require the Authorized User to meet certain eligibility requirements such as Authorized User Cash based on new factory orders from the Authorized User.
 - iii) “**Lease Programs**” shall mean an Incentive offered to a Consumer for a lease of a new vehicle such as: Residual Value, Money Factor or Cash.

- h) **“Licensed Data”** shall mean the data regarding Incentives set forth in the Order Form and updated from time to time by CAI that will be integrated into the Licensee Program.
 - i) **“Licensee Program”** shall mean the Licensee application that uses the Licensed Data to populate, display, and supply Incentives and other data to Authorized Users and/or Consumer customers of Authorized Users, as provided for on the Order Form. Any version of the Licensee Program that utilizes the Licensed Data will be provided to Consumers free of charge.
 - j) **“Manufacturer”** shall mean a company that manufactures and sells motor vehicles to Authorized Users for resale.
 - k) **“Rooftop”** shall mean any unique physical street address or unique building rooftop of Licensee or, if Licensee is a desking tool provider, a Authorized User that is a subscriber of Licensee’s Program. A single dealership retail location is identifiable by a separate street address. Dealerships with multiple street addresses are considered to have multiple Rooftops. For avoidance of doubt, multiple franchises within the same manufacturer at one street address are considered one rooftop, while multiple manufacturers under one rooftop at one street address are considered multiple rooftops.
- 2) Delivery. CAI will deliver and update the Licensed Data in the format, access/delivery method, and during the delivery period as set forth in the applicable Order Form. Licensee understands that CAI may make changes to the Licensed Data from time to time as it deems appropriate or advisable, which may require Licensee to modify the Licensee’s Program. Any modifications required to the Licensee’s Program shall be the sole responsibility of Licensee.
- 3) Permitted Use. Unless otherwise provided for in any Order Form, Licensee’s Permitted Use is the integration and display of Licensed Data within the Licensee Program, as may be further described in the Order Form, and for no other Permitted Uses. The Authorized Users of Licensee’s use of the Licensed Data is limited to use for such Authorized Users’ internal business Permitted Uses in connection with the valuation of certain used motor vehicles, and for no other Permitted Uses. Licensee shall indemnify and hold harmless Manheim in the event that Licensee and/or any Authorized User of Licensee breaches these restrictions or any others contained in the Agreement.
- 4) Licensee Obligations.
- a) **Development and Support.** Licensee will be responsible for the testing and integration of the Licensed Data to the Licensee Program, including any upgrades that CAI develops for the Licensed Data. CAI will provide support to Licensee relating to the use and functionality of the Licensed Data in the Licensee Program. If Licensee is a desking tool provider, as between CAI and Licensee, Licensee will be responsible for providing support to Authorized Users that Licensee the Licensee Program.
 - b) **CAI Approval.** Prior to the release of Licensed Data in the Licensee Program, CAI shall approve the format of the Licensed Data and the use and display of the Licensed Data in the Licensee Program solely for the Permitted Use. At any time during the Term, CAI may request to review Licensee’s use and format of the Licensed Data in the Licensee Program to be sure that it conforms to the rights licensed to Licensee under this Agreement. If CAI, in its sole discretion, determines that the Licensed Data is not properly displayed in the Licensee Program, Licensee will be in

material breach of this Agreement and CAI may terminate this Agreement in accordance with the Master Data License.

- c) **Disclaimer.** Licensee must provide an appropriate disclaimer to accompany the Licensed Data displayed in the Licensee Program (e.g. limited time offer, must qualify). If Licensee is a desking tool provider, Licensee agrees that it will require Authorized Users to use the disclaimers provided by Licensee in accordance herewith, and CAI shall not be held responsible if Authorized User fails to do so.
 - d) **Limitation on Use of Licensed Data.** Except as otherwise licensed herein, and in connection with Licensee Program and solely for the Permitted Use, no Licensed Data shall be posted or otherwise accessible on any Web site or other property, electronic or physical, owned, created, utilized, or operated, directly or indirectly, by, on behalf of or for the benefit of Licensee. Licensee acknowledges that any use of the Licensed Data, or portion thereof, other than in the Licensee Program for the Permitted Use as provided for herein, shall be a material breach of this Agreement.
 - e) **Exclusivity:** Licensee agrees that, during the term of this Agreement it shall not implement data within the Licensee Program that serves the same Permitted Use as the Licensed Data.
- 5) Authorized User List Reporting. Licensee agrees to keep an accurate and up-to-date Authorized User List and will supply CAI with the then-accurate and current Authorized User List no later than three (3) days after the end of each calendar month during the Term. CAI reserves the right to request the Authorized User List or an updated Internal Sign-Up form from Licensee at any time. If Licensee fails to provide an Authorized User List promptly upon CAI's request, CAI may terminate this Agreement in accordance with Section 4 of the Master Data License.
 - 6) Licensee Warranties. In addition to the representations and warranties made by Licensee in Section 6.2 of the Master Data License, Licensee represents and warrants that none of the activities related to the Permitted Use and/or use of the Licensed Data shall violate any federal, state, or local law or regulation, including but not limited to advertising, privacy or CAN-SPAM laws.
 - 7) Rights Upon Termination. In addition to the obligations outlined in Section 4.3 of the Master Data License, if Licensee is a desking tool provider, discontinue all efforts to market the Licensed Data to Authorized Users, including any inference that the Licensee Program contains the Licensed Data, and provide notice to Authorized Users that the Licensed Data will no longer be offered in the Licensee Program.
 - 8) Nothing in this agreement shall prevent CAI, acting on its own or with another company, from servicing or licensing Licensed Data to an Authorized User after an Authorized User cancels service with Licensee.