

## CENTRAL DISPATCH MARKET INTELLIGENCE ADDITIONAL TERMS

These Additional Terms supplement the Cox Automotive Master Agreement (“CAMA”) located at <https://www.coxautoinc.com/terms/usa>, and apply with respect to the Cox Product covered by these Additional Terms.

**Product Description:** Central Dispatch Market Intelligence (“CDMI”) is a Cox Data Product that uses proprietary Cox technology to provide the insights into current US spot market trends for the vehicle transportation broker subscribers to the CentralDispatch® vehicle shipment marketplace (“CentralDispatch”) operated by Dealertrack Central Dispatch, LLC, an Affiliate of Cox.

### **Additional Terms and Conditions:**

1. **Definitions.** Capitalized terms used, but not otherwise defined, herein shall have the meanings given to them in the CAMA. In addition, for the purposes of these Additional Terms, the following terms shall have the following meanings:
  - (a) **“Approved Provider”** means a Third-Party software provider which has contracted with a Customer to provide software services and is separately licensed by Cox (and only while so licensed) to deliver software services to such Customer in connection with such Customer’s use of CDMI. For clarity, this term is not a reference to a Customer that is a Software Provider.
  - (b) **“Broker”** means, for the purposes of these Additional Terms, a licensed broker between a vehicle shipper and a carrier.
  - (c) **“CentralDispatch User”** means, for the purpose of these Additional Terms, a Broker, a Carrier or a shipper who maintains an active Marketplace access Subscription to CentralDispatch.
  - (d) **“Competing Marketplace”** means a Marketplace operated by an entity other than Cox or its Affiliate.
  - (e) **“Cox Data Output”** means, for the purposes of these Additional Terms, any pricing and related data transmitted as part of CDMI.
  - (f) **“Customer Platform”** means any website, application or other product of Customer intending to make use of Cox Data Output or any derivative thereof.
  - (g) **“Load”** means, for the purposes of these Additional Terms, a Marketplace posting or quote for shipping or transporting one or more vehicles from a single origin to a single destination.
  - (h) **“Marketplace”** means, for the purposes of these Additional Terms, any public load board, platform or similar service where multiple brokers, dealers or shippers may view listings, interact or transact business with multiple carriers for services that include vehicle shipping.
  - (i) **“Mutual Client”** means, for the purpose of these Additional Terms, a CentralDispatch User who is a client of a Customer that is a Software Provider.

- (j) **“Software Provider”** means, for the purpose of these Additional Terms, a provider of software or technology services enhancing or facilitating the client’s use of a vehicle shipping marketplace.
2. **Delivery Method.** The Cox Data Output shall be delivered as an API, monthly data file (FTP), or in such other manner as determined from time to time by Cox.
3. **Types of Permitted Use.**
- (a) Where **“CentralDispatch User”** is selected as the Customer Type on the Order Form, Customer’s Permitted Use of Cox Data Output shall be limited to internal reference for the sole purpose of pricing the vehicle transportation services of Customer, and, in addition to the use restrictions set forth in Section 4 of the CAMA, shall be subject to the following additional conditions:
- (i) Customer shall maintain an active Subscription to CentralDispatch.
  - (ii) Customer shall not permit access to Cox Data Output by any Third party (including any Software Provider) other than by an Approved Provider acting solely for the benefit of Customer and in no manner exceeding Customer’s permitted use.
  - (iii) **For Customers receiving Cox Data Output by monthly data file (FTP) delivery method, and for Customers (regardless of delivery method) with Order Form effective date prior to February 1, 2025:** Customer shall not post a Load to a Competing Marketplace unless a Load covering any of the same vehicles has been accessible on CentralDispatch for at least 72 hours prior to such posting on a Competing Marketplace.
- (b) Where **“Software Provider”** is selected as the Customer Type on the Order Form, Customer’s Permitted Use of Cox Data Output shall be limited to the sole purpose of providing Customer Platform specified on the Order Form to Mutual Clients, and, in addition to the use restrictions set forth in Section 4 of the CAMA, shall be subject to the following additional conditions:
- (i) Each Mutual Client must remain separately licensed by Cox to use the Cox Data Output.
  - (ii) Customer shall not commingle the Cox Data Output of separate Mutual Clients or use Cox Data Output for the benefit of any person or entity (including any use for Customer’s own benefit) other than for the benefit of a Mutual Client licensed to access such data.