

CENTRAL DISPATCH MARKETPLACE DATA SERVICES 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 Products covered by these Additional Terms.

Product Description: Central Dispatch Marketplace Data Services (“CDMD”) is a Cox Software Product that may include or enable any of the following features and functions for the subscribers to the CentralDispatch® vehicle shipment marketplace (“**CentralDispatch**”) operated by Dealertrack Central Dispatch, LLC, an Affiliate of Cox:

- “**Fulfillment**” allows Customers to manage dispatch and retrieve certain CentralDispatch information such as: carrier subscribers, dispatch details including pick-up and delivery locations, vehicle details, and dates pertaining to the dispatch pickup and delivery.
- “**Dispatch Documents**” allows customers to upload and download necessary documents and associated details including dispatch sheets and electronic bills of lading.
- “**Events**” allows customers to subscribe to events within CentralDispatch, receive notifications and retrieve event details, such as when a dispatch’s status changes, details of the dispatch have changed, or of a newly created dispatch.
- “**Membership**” allows subscribers to view a list of current CentralDispatch carriers and their associated IDs in which they can use to dispatch loads and assign drivers.
- “**Load Tracking**” allows a subscriber to monitor the approximate location of a carrier’s vehicle from pickup inspection until delivery inspection where a carrier has enabled such monitoring.

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 CDMD. For clarity, this term is not a reference to a Customer that is a Software Provider.
 - (b) “**API**” means application program interface of Cox designed to receive Customer’s call and return Cox Data Output in response to such call.

- (c) **“Broker”** means a licensed broker or moving company or other duly authorized intermediary between a vehicle shipper and a Carrier.
 - (d) **“Carrier”** means a licensed carrier or transport company that moves Loads for vehicle shippers.
 - (e) **“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.
 - (f) **“Competing Marketplace”** means a Marketplace not owned or operated by Cox or its Affiliate.
 - (g) **“Cox Data Output”** includes, for the purposes of these Additional Terms, the data accessible or retrievable by Customer through any API or other tool comprising CDMD.
 - (h) **“Customer Platform”** means any website, application or other product of Customer intending to make use of Cox Data Output or any derivative thereof.
 - (i) **“Dispatch”** means, for the purpose of these Additional Terms, the process of assigning a Carrier to a Load on CentralDispatch.
 - (j) **“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.
 - (k) **“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.
 - (l) **“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.
 - (m) **“Ratings”** means a CentralDispatch function enabling users to review and rate other users, as well as content (including ratings) generated through such function.
 - (n) **“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. **Modifications.** Customer acknowledges and agrees that CDMD remains subject to ongoing development and enhancement. Notwithstanding anything to the contrary in Section 13.4 of the Master Agreement, and in addition to any rights in Section 6.6 of the Master Agreement, Cox reserves the right to modify these Additional Terms from time to time in connection with making available additional API’s or other functionality as part of CDMD or other Cox Products that may be governed hereby. By

accessing such added API's or other functionality, Customer shall be deemed to have accepted the then current version of these Additional Terms.

3. **Restrictions Applicable to All Permitted Uses.** In addition to the use restrictions set forth in Section 4 of the CAMA, and Customer's representations and warranties under Section 8 of the CAMA, Customer represents and warrants as follows:

- (a) Customer shall not create or permit a Load or a Dispatch with the intent to generate false Ratings or for any other reason or intent except shipping for a lawful business purpose a vehicle in which a shipper that is (or is represented by) a CentralDispatch User has a legitimate interest.
- (b) Customer shall keep the content and status of each of its Loads and Dispatches current and accurate at all times. For clarity, material failure to comply with the requirements of the previous sentence (as determined by Cox) may result in immediate suspension of access to some or all features of CDMD until such compliance is restored.
- (c) Each API call shall be made with current and accurate shipment data and shall be specific to a Load in which Customer has a legitimate interest.

- (d) **Dispatch Documents** may be used only for uploading documentation directly applicable to the Loads created in Fulfillment API (or retrieving such documentation). Cox has the right (but not an obligation) to review the content of uploaded documentation and remove or delete any file or item

that may contain objectionable content, or that may present a threat or harm to the Cox Product, Cox or its other customers. All content uploaded by Customer shall constitute Customer Data Input and Customer shall be solely responsible for the accuracy of such content.

- (e) Customer shall not attempt to access or use **Events** for the purpose of generating or receiving a notification in connection with activity of other users, or Loads in which the Customer does not have a legitimate interest.
- (f) Customer shall not attempt to access **Membership** for any purpose other than retrieving a CentralDispatch identification number of the specific carrier in connection with a Dispatch involving such carrier, export or store Cox Data Output retrieved from Membership, or use such Cox Data Output for any purpose other than the applicable Dispatch.
- (g) **Load Tracking** availability is subject to the applicable carrier having enabled tracking via a mobile app, as well as having properly activated and deactivated tracking of the applicable load (e.g., by completing the inspection). Only an approximate location is tracked; in particular, movements of

under 5 miles may not be reflected. Network and connectivity interruptions may affect transmission of data. No tracking device is physically affixed to a Load.

4. **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 creating and/or managing Loads and Dispatches for the benefit of such Customer (or for the benefit of such Customer’s shipper or Carrier client if such Customer is a Broker) on CentralDispatch. 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.
- (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, subject to the following additional conditions:
 - i. Customer shall not, at any time, acquire an interest (directly or through an Affiliate) in a Competing Marketplace.
 - ii. Customer shall not export, use, alter or retain any Cox Data Output accessible through CDMD for any purpose (provided that an applicable Mutual Client may retain Cox Data Output made available to such Mutual Client in accordance with these Additional Terms and the Master Agreement).
 - iii. Customer hereby authorizes Cox to display Customer’s name and logo within CentralDispatch for the purpose of publicizing (at the sole discretion of Cox) the existence of a contractual relationship with Customer and/or availability to CentralDispatch Users of Customer’s services.
 - iv. Use of Load Tracking by Customer shall be limited to providing access to Mutual Clients, in each case limited to a vehicle of legitimate interest to such Mutual client as a broker, shipper or carrier of such vehicle in accordance with Section 3(g), and solely for such Mutual Client’s internal use.