

## CONTRACTING SERVICES ADDITIONAL TERMS

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

**Product Descriptions:** Contracting Services consist of any one or more of the Cox Software Products described below. Dealertrack, Inc., an Affiliate of Cox (“**Dealertrack**”), may own certain rights or provide certain services relating to the Contracting Services:

- **Digital Contracting** is any Cox Software Product that includes the capability to: (a) access, process and complete on-line certain Forms, (b) send completed Contracts and Documents to participating Lenders for verification, or (c) depending on the applicable Lender, either (i) electronically affix signatures to the Contracts and electronically transmit control of the signed “authoritative copy” of such electronically executed Contract to the applicable Lender along with electronically-generated or imported Documents, or (ii) print the final Contract and Documents for “wet ink” signature.
- **Digital Contracting Choice** means a functionality of Digital Contracting that provides Customer with an additional workflow to electronically transmit Contracts and Documents to an applicable Lender.
- **Remote Signing** enables Customer to send an email invitation to a Prospect to access, review and electronically sign the Contracts between such Prospect and Customer within Digital Contracting system.

### Additional Terms:

1. **Definitions.** Capitalized terms used, but not otherwise defined herein, shall have the meanings assigned thereto in the Master Agreement.
  - (a) “**Contracts**” means filled out Forms of motor vehicle retail installment and lease contracts.
  - (b) “**Documents**” means, for the purposes of these Additional Terms, any ancillary documents uploaded by Customer or Prospect, or filled out ancillary document Forms, as the context requires.
  - (c) “**Forms**” means form motor vehicle retail installment and lease contracts and ancillary document forms available on the System, including and not limited to dealer process forms, title and registration forms, and vendor forms.
  - (d) “**Lender**” means a financing source.
  - (e) “**Prospect**” means a consumer engaged in contracting with Customer.
  - (f) “**System**” means the DMS portal of Dealertrack or any replacement system, portal or interface made available from time to time for such in connection with Contracting Services by Cox.
  - (g) “**System Rules**” means the System Rules for Digital Contracting and Vaulting Services, for Three Party Contracts, and Two Party Contracts located at [content/uploads/sites/3/Dealertrack-Digital-Contracting-System-Rules-A-and-B.pdf](https://content/uploads/sites/3/Dealertrack-Digital-Contracting-System-Rules-A-and-B.pdf).

### 2. **Requirements and Limitations.**

- (a) An active Subscription to Digital Contracting is required for access to Remote Signing.
- (b) Sending to Lender for verification and Customer printing of the final Contract for wet ink signatures are not applicable with Digital Contracting Choice.

**3. Representations and Warranties.** Customer represents and warrants to Cox that:

- (a) There has not been any unauthorized access to Customer's system so as to affect the genuineness or validity of any Contract or Document submitted through the System;
- (b) Customer will provide to each Prospect prior to signing a mobile device or display for such Prospect to review an exact copy of such Prospect's fully-executed Contract and Documents, or if requested by such Prospect, a legible paper copy, and if required by applicable Law, Customer will timely provide the Prospect that signed the Contract and Documents with an exact copy of the fully-executed Contract and Documents;
- (c) Customer will promptly disclose to a Prospect, before each instance where the Prospect is directed to apply an electronic signature on a Contract or Document, that affixing an electronic signature legally binds the Prospect under the Contract as a whole or to specific terms and provisions of the Contract or Document, as the context may be;
- (d) Customer will not modify any Contract or Document other than to provide information on a Form in the fields designed to be customized;
- (e) Customer will abide by the System Rules; and
- (f) When Control (as defined in the System Rules) of a Contract submitted by Customer through the System is transferred to a Lender in accordance with the System Rules, it is Customer's intention that such transfer of Control constitutes a valid assignment of the Contract under the terms of the agreement between Customer and such Lender.

Customer acknowledges and agrees that each Lender to whom a Contract is submitted through the System is an intended Third Party beneficiary to Sections 2(b), 2(c) and 2(f) above;

**4. Lender Discretion.** Customer acknowledges and agrees that each Lender may, in its sole discretion (a) refuse to purchase any Contract submitted through the System and/or (b) require that Customer repurchase any Contract that violates Customer's agreement with the Lender.

**5. Disclaimers.**

- (a) COX, ITS AFFILIATES AND SUPPLIERS SPECIFICALLY DISCLAIM ANY REPRESENTATION OR WARRANTY REGARDING: (I) THE ENFORCEABILITY OR VERIFICATION OF ANY SIGNATURE SUBMITTED THROUGH OR OBTAINED THROUGH CONTRACTING SERVICES; AND (II) THE DELIVERY TO A LENDER OF ANY CONTRACT, DOCUMENT, FORM OR INFORMATION SUBMITTED TO OR THROUGH CONTRACTING SERVICES.
- (b) NOTWITHSTANDING ANY PRIOR APPROVAL OF A CONTRACT, DOCUMENT OR FORM BY A LENDER AS ACCEPTABLE FOR USE, ANY SUCH LENDER HAS THE RIGHT TO APPROVE CONTRACTS FOR PURCHASE ON A CASE-BY-CASE BASIS.
- (c) COX IS NOT A PARTY TO ANY TRANSACTIONS BETWEEN CUSTOMER,

LENDERS OR PROSPECTS FACILITATED THROUGH CONTRACTING SERVICES. COX HAS NO CONTROL OVER THE QUALITY, SAFETY, OWNERSHIP, VALUE OR LEGALITY OF THE VEHICLES ADVERTISED, THE TRUTH OR ACCURACY OF ANY LISTINGS, THE ABILITY OR WILLINGNESS OF LENDERS TO ENTER INTO OR PERFORM CONTRACTS OR THE ABILITY OF CUSTOMER, PROSPECTS OR LENDERS TO ENTER INTO CONTRACTS AND/OR BUY, SELL OR LEASE VEHICLES. COX CANNOT ENSURE THAT ANY PARTY WILL ACTUALLY COMPLETE A TRANSACTION.