



COX ADVERTISER RELATIONSHIP

ADDITIONAL TERMS AND CONDITIONS

These *Cox Advertiser Relationship Additional Terms and Conditions* supplement the *Cox Automotive Master Subscription Terms* (the “*Master Subscription Terms*”), which are located at: <https://www.coxautoinc.com/wp-content/uploads/sites/3/Cox-Master-Subscription-Terms.pdf>.

Product Descriptions:

- ***Buyback Program***: a program that allows participating dealers to advertise the availability of a Customer Buyback Program to consumers, subject to meeting specified criteria for such Customer Buyback Program;
- ***Positioning Advantage***: any Cox Product that offers the top or first position (or a similar premium feature) within a specified set of results in a specified zone to a single advertiser.
- ***Service Requesting Ad*** means a Cox Product consisting of an Advertisement integrated with an experience allowing a consumer to submit an appointment request to Customer for vehicle delivery, test drive, maintenance, repairs or other services, as applicable, of Customer without leaving the Website.
- ***Service Scheduling Ad*** means a Cox Product consisting of an Advertisement linking to, or integrated with, an experience allowing a consumer to schedule an appointment for vehicle delivery, test drive, maintenance, repairs or other services, as applicable, of Customer via an Approved Scheduler without leaving the Website.

Additional Terms and Conditions:

1. **Definitions.** Capitalized terms used herein without definition have the meanings assigned thereto in the Master Subscription Terms.
 - (a) “***Advertisements***” means Customer’s listings and other advertisements.
 - (b) “***Alpha Zone***” has the meaning set forth in Section 5(a).
 - (c) “***Approved Scheduler***” means a product or service (provided by Cox or by a Third Party Licensor) that enables a consumer to schedule an appointment for vehicle delivery, test drive, maintenance, repairs or other services online, as applicable, and which product or service has been (and remains) approved by Cox for integration and/or display on a Cox Website.
 - (d) “***Call***” means a phone call to Customer from a Caller using any Number.
 - (e) “***Call Recording Services***” means the electronic recording, measurement and monitoring of Calls.
 - (f) “***Caller***” means a person who makes a Call.

- (g) **“Co-op Advertisements”** means Customer’s Advertisements for which Customer is eligible to receive reimbursements from the applicable OEM through the Co-op Program.
- (h) **“Co-op Program”** means the advertising cooperative initiative for an OEM to reimburse franchised dealers for compliant advertisements.
- (i) **“Co-op Templates”** means the applicable Co-op templates approved by OEMs for Advertisements.
- (j) **“Customer Buyback Program”** means a money back guarantee or similar offer by Customer allows the buyer to return the vehicle without cause for a refund.
- (k) **“Numbers”** means the toll-free telephone numbers which Cox may arrange for a Third Party Licensor to provide to Customer.
- (l) **“Other Media Platforms”** means media platforms other than websites (e.g., television, radio, print, wireless).
- (m) **“Outbid”** has the meaning set forth in Section **Error! Reference source not found.**(iii).
- (n) **“Recorded Call Prompt Message”** means the message that informs a Caller that each Call is subject to recording and monitoring.
- (o) **“Service Ad”** means any Service Requesting Ad or Service Scheduling Ad.
- (p) **“Three Strikes Policy”** means the “three strikes” policies maintained by certain OEMs, which typically prohibit a Customer from participating in a Co-op Program, either on a temporary or permanent basis, if the Customer has failed to comply with the OEM’s Co-op requirements on three (3) or more occasions, with each occasion being a “strike”.
- (q) **“Visitor Agreements”** means, collectively, the visitor agreement (sometimes referred to as “terms of use,” “terms and conditions,” or “terms of service”) posted on each applicable Website.
- (r) **“Website(s)”** means any website, mobile or downloadable application, owned or controlled by Cox and/or Third Parties, including, but not limited to, Autotrader.com and its specialty sites, and KBB.com.

2. Additional Terms Applicable to Advertisements.

- (a) General. Customer authorizes Cox to use Customer Data to create Advertisements on behalf of Customer, or Customer may submit Advertisements to Cox, for display on the Websites. Customer authorizes Cox to submit Advertisements for vehicle listings to other websites, and/or distribute such Advertisements through Other Media Platforms.
- (b) Service Ads. Subscription to display Service Scheduling Ads requires maintaining an active subscription to an Approved Scheduler. Cox may accept or deny any Third Party Licensor’s service as an Approved Scheduler in Cox’s sole discretion and at all times subject to the provisions of Section 2.6 of the Master Subscription Terms. Cox makes no representation or warranty hereunder as to uptime, functionality or accuracy of any

Approved Scheduler. In the absence of an active subscription to an Approved Scheduler, only Service Request Ads may be provided. Customer shall be solely responsible for finalizing any appointment requested by a consumer via a Service Request Ad. Customer shall be solely responsible for fulfilling any scheduled appointment.

- (c) Positioning; Cox Right to Reject; No Commitment Regarding Website Traffic.
- (i) Positioning of Advertisements is at Cox's discretion. If the applicable Order Form contemplates that an Advertisement will be displayed to users of one or more of the Websites within a particular market (not applicable to co-branded Websites), Cox will use commercially reasonable efforts to place such Advertisements in one of the standard advertisement locations that appear on search results pages displayed to users that have searched for a vehicle by OEM within the specified market. Cox reserves the right to reject or cancel any Advertisement, space reservation or position commitment at any time. Without limiting the generality of the preceding sentence, Cox reserves the right (but assumes no obligation) to delete any Advertisement that Cox considers unacceptable or inappropriate, whether for legal or other reasons (including in connection with Cox's efforts to combat Internet fraud). In addition, Cox, in its discretion, may reject any link, pixels, tags and/or other code embedded in any Advertisement.
- (ii) Customer acknowledges that Cox has made no commitments with respect to traffic that will be delivered. From time to time, Cox may test certain features or functionality of the Websites, which may or may not affect the traffic to such Website. If Cox reasonably believes that such testing will materially disrupt more than five percent (5%) of the Advertisements on the Website, Cox will use commercially reasonable efforts to provide Customer with fourteen (14) days' notice prior to conducting any such testing.
- (d) Provision of Advertising Materials. Customer will, at its expense, provide all materials for Advertisements in the format requested by Cox and in accordance with any policies in effect from time to time for the Website on which the Advertisement is displayed. Cox may dispose of any advertising materials delivered to it unless acceptable prepaid return arrangements have previously been made.
- (e) Ownership. Cox (or the applicable Third Party Licensor) owns all rights, title and interest in any advertising material and other content furnished by Cox (and/or the applicable Third Party Licensor) in any medium. Customer will not authorize reproduction or use of any such advertising material and other content, or any Advertisement created by Cox, without Cox's prior written consent. As between Cox and Customer, Cox owns all rights in any information collected by Cox and/or the applicable Third Party Licensor relating to the users of the Websites (including any personally identifiable transaction data and "clickstream" data).
- (f) Access to Inventory Records. Customer authorizes Cox and its subcontractors to access Customer's new, certified and used car inventory records periodically to extract data (such as, but not necessarily limited to, year, make, model, VIN, mileage, stock number and retail price) for each vehicle to be included in Cox's database. Cox may use such inventory data (and any other Customer Data provided by or on behalf of Customer) for any purposes

whatsoever; for example, Cox may provide such data to Third Parties to obtain wider distribution of Advertisements or may use such data to derive and distribute vehicle valuations and other information.

- (g) Representations and Warranties. Customer represents and warrants to Cox that:
- (i) Customer will comply with the Visitor Agreements;
 - (ii) Customer understands that any Website may at any time and from time to time change its Visitor Agreement, and that by continuing to place Advertisements on a Website following the posting of any changes to the applicable Visitor Agreement, Customer agrees to be bound by the Visitor Agreement, as may be updated from time to time; and
 - (iii) The Advertisements and all other materials provided by Customer for publication, Customer's provision of its products and services to its retail consumers, and Customer's use of Consumer Information regarding its retail consumers and persons responding to Advertisements will:
 - (1) Comply with all applicable Laws (including, but not limited to all Laws relating to false or deceptive advertising, motor vehicle advertising and automotive finance, and the conduct of sweepstakes or other promotions);
 - (2) Not be libelous; and
 - (3) Not infringe the rights of any Third Party, including, but not limited to, any contractual rights, copyright, trademark or trade secret rights, or any right of privacy or publicity.
- (h) Indemnification. In addition to Customer's indemnification obligations set forth in Section 9.2 of the Master Subscription Terms, Customer will indemnify and defend Cox and its Affiliates against any damages, losses, costs and expenses (including reasonable attorneys' fees, court costs, settlement costs and awarded amounts) incurred in connection with any Third Party claim to the extent that such claim arises from: (a) any breach of Customer's representations and warranties set forth in Section 2(g); or (b) Advertisements or any materials to which users can link through any such Advertisements.
- (i) Limitations of Liability; Disclaimer.
- (i) Notwithstanding Section 10 of the Master Subscription Terms, the aggregate liability of Cox or any of its Third Party Licensors to Customer or any other person under the applicable Order Form for Advertisements will be limited to (a) the amount paid by Customer to Cox under the applicable Order Form for the Advertisement(s) or other material out of which the dispute arises, or (b) placement of Advertisement(s) or other material at a later time in a comparable position.
 - (ii) Customer acknowledges that any advertising, placement, and/or sample disclosure statements or disclaimers that Cox or a Third Party Licensor may make available to Customer are for Customer's convenience only and Customer agrees that Customer alone is responsible for ensuring that all Advertisements, disclosures and

disclaimers comply with all applicable Laws. Under no circumstances will Customer assert any claim against Cox or a Third Party Licensor arising out of the failure of any Advertisement, disclosure or disclaimer, to comply with applicable Law.

3. Additional Terms Applicable to Co-op Advertisements. Customer may be eligible for reimbursement through a Co-op Program for some or all of the payments made to Cox hereunder for Co-op Advertisements. If Customer includes the name and contact information of a Co-op Program in the applicable Order Form, Customer represents and warrants to Cox that Customer is eligible to participate in the Co-op Program and the following terms will apply:
- (a) General. Cox will use commercially reasonable efforts to facilitate Customer's receipt of reimbursement for Co-op Advertisements from the applicable OEM in accordance with the below. Unless otherwise provided for on an Order Form, Customer will be solely responsible for submitting requests for reimbursement to the applicable OEM.
 - (i) Upon Customer's request, Cox will create a Co-op Advertisement for Customer using Co-op Templates. Cox will use commercially reasonable efforts to ensure that it is using OEM-approved versions of Co-op Templates but makes no representations or assurances that such templates will be correct at all times.
 - (ii) Cox will integrate Customer's logos and other pertinent information into the selected Co-op Template. Customer acknowledges and agrees that Customer may not customize any Co-op Advertisement beyond the inclusion of such information.
 - (iii) Following the integration of Customer-specific information into the applicable Co-op Template, Cox will transmit the completed Co-op Advertisement via e-mail to Customer and the applicable OEM's designated compliance agency for review. Cox will include Customer's designated contact (as set forth in the Order Form) in its transmission of the completed Co-op Advertisement to the compliance agency.
 - (iv) Upon approval of the completed Co-op Advertisement from Customer and/or the compliance agency, Cox will upload the approved Co-op Advertisement to the Website for publication and will deliver to Customer a screenshot of the completed Co-op Advertisement and documentation, in a form and format determined by Cox, which confirms that the Co-op Advertisement ran on the Website.
 - (b) Disclaimer. Customer assumes all risk of participation in the Co-op Program. Cox makes no representations or warranties to Customer or to the OEM relating to Customer's eligibility for reimbursement by the OEM or the accuracy of any materials provided by Cox to the OEM. Customer will be responsible for any fees incurred by Cox and/or Customer in connection with Customer's application for Co-op Program reimbursements and/or provision to the OEM by Cox of the items described above.
 - (c) Customer Responsibility. Customer is solely responsible for ensuring that Customer has sufficient funds in its Co-op Program budget, as such budget is set by the OEM, to run any Co-op Advertisements, and Cox will not be responsible for any rejection by an OEM of a request for reimbursement that results from Customer's failure to have adequate funds in its Co-op Program budget.

- (d) Three Strikes Policy. Customer agrees that Cox will not be responsible for any strikes that Customer has accumulated under any Three Strikes Policy for Customer's participation in the Co-op Program prior to the Subscription Term or otherwise unrelated to Cox. To the extent Customer accumulates any strikes during the Subscription Term that relates to Co-op Advertisements created by Cox and/or are caused by an act or omission of Cox, as Customer's sole remedy, Cox will use reasonable efforts to contact and inform the applicable OEM that Cox, and not Customer, was responsible for the error leading to such strike and that the strike should be removed from the Customer's record.
 - (e) Release of Customer Information to the OEM. Customer agrees that Cox may release to the OEM the following items on a monthly basis during the Subscription Term:
 - (i) Audit reports of Customer's Co-op Advertisement advertising activity;
 - (ii) Copies of invoices provided by Cox to Customer; and
 - (iii) Copies of Customer's Co-Op Advertisements.
4. Additional Terms Applicable to Call Recording Services. The following terms will apply to Customer's use of the Call Recording Services in connection with Advertisements:
- (a) Generally. Cox may use a Third Party Licensor to provide Customer with the Call Recording Services. In such event, the applicable Third Party Licensor will provide Customer with Numbers for use in connection with Advertisements (including, at Cox's discretion, on co-branded Websites and/or Other Media Platforms). The Recorded Call Prompt Message will be automatically played to any Caller prior to the connection of the Call. Customer acknowledges and agrees that Cox is merely acting as the sales representative of the Call Recording Services.
 - (i) Customer acknowledges and agrees that Cox and its Third Party Licensors will administer, manage, use, and monitor the call measurement and monitoring systems, call activity, and call recordings in accordance with the terms of the agreements between Cox and each Third Party Licensor.
 - (ii) Customer may use the Call Recording Services solely for purposes of facilitating customer service (e.g., to answer inquiries from retail consumers regarding the vehicle listings included in the Advertisements), quality assurance and training. Without limiting the generality of the foregoing, Customer will not (A) use the Call Recording Services for any other purpose, including the initiation of telemarketing calls, or (B) use, or permit anyone to use, the Call Recording Services to intimidate, harass, or otherwise violate the privacy or other rights of a Caller or a Customer Representative.
 - (iii) Cox will use commercially reasonable efforts to provide Customer, within thirty (30) days after the end of each calendar month during the Subscription Term, a report containing the date, time, duration, and phone number of each Caller to the Numbers during such month. Cox owns all rights, title and interest in this information.

- (b) Suspension/Termination of Call Recording Services. Cox and/or its Third Party Licensors may at any time suspend or terminate Customer's use of the Call Recording Services without prior written notice and without liability if: (1) Customer breaches the terms of this Section 4; or (2) Cox or any of the Third Party Licensors have a good faith belief that Customer is misusing the Call Recording Services or that Customer's use of the Call Recording Services presents a threat or harm to Cox, Third Party Licensors or other Cox customers.
- (c) Representations and Warranties. Customer represents and warrants to Cox that:
- (i) Customer will notify each Customer Representative in writing that Calls will be recorded and may be monitored, stored and disclosed for customer service, quality assurance and training purposes. Customer will obtain the prior express written consent of a Customer Representative for such activities before he or she is asked to answer any Calls. Customer acknowledges and agrees that Customer is solely responsible for providing and obtaining all notices, consents and permissions from the Customer Representatives as required hereunder and otherwise by applicable Laws;
 - (ii) Upon Cox's (or a Third Party Licensor's) request, Customer will certify in writing that all Customer Representatives have been notified and have consented in writing to have their voice, identity, and call content recorded, monitored, stored, and divulged, and (as requested) update this certification on a monthly basis;
 - (iii) In the event the Recorded Call Prompt Message requires a revision in order to comply with applicable Law, Customer shall promptly so notify Cox and its Third Party Licensors in writing;
 - (iv) Customer has reviewed the legality of recording, monitoring, storing and divulging Calls by or on behalf of Customer and its business and operations;
 - (v) Customer will use the Call Recording Services in compliance with all applicable Laws; and
 - (vi) Customer has established adequate procedures and safeguards to protect the privacy of the Callers and the Customer Representatives.
- (d) Indemnification. In addition to any other of Customer's indemnification obligations, Customer will indemnify and defend Cox, its Affiliates, and Third Party Licensors against any damages, losses, costs, expenses (including reasonable attorneys' fees, court costs, settlement costs and awarded amounts) incurred in connection with any Third Party claim to the extent such claim arises from (a) Customer's (or a Customer Representative's) use of the Call Recording Services, or (b) any breach by Customer of its obligations or any of its representations and warranties set forth in Section 4(c) above.
- (e) Limitation of Liability. Notwithstanding Section 10 of the Master Subscription Terms, the aggregate liability of Cox or any of its Third Party Licensors to Customer or any other person under the applicable Order Form for Call Recording Services will be limited to the fees paid by Customer to Cox under the applicable Order Form for the Call Recording Services.

- (f) Disclaimer. Neither Cox nor any of its Affiliates (nor any Third Party Licensors) make any representation or warranty to Customer or any other person with respect to the Call Recording Services, express or implied, including any representation or warranty of suitability, legality, merchantability or fitness for a particular purpose, or any other representation or warranty of any type or nature, which are expressly disclaimed; or with respect to the legality of the recording, monitoring, storing and/or divulging of telephone calls or the legality of the language used in the Recorded Call Prompt Message. Notwithstanding Section 10.1 of the Master Subscription Terms, neither Cox nor any of its Affiliates (nor any Third Party Licensors) will be liable or responsible to Customer for any failure, outage, or other circumstances that may cause any or all of Customer's telephone calls not to be received, recorded, monitored, divulged, and/or saved, including but not limited to any direct, indirect, special, exemplary, incidental, multiple, consequential or punitive damages (including any damages resulting from loss of use, loss of profits, loss of business or other economic loss, or any privacy rights liability).

5. Additional Terms Applicable to Advertisements with Positioning Advantage.

- (a) Alpha Zone. Where Customer's Subscription includes a Positioning Advantage, such Positioning Advantage shall be limited to: (i) applicable page(s) of the Website; (ii) Advertisements within a region, area or market specified in the Order Form (the "**Alpha Zone**"); and (iii) in the case of Service Ads, (A) searches related to a vehicle brand specified in the Order Form, (B) unless explicitly permitted otherwise by Cox in the applicable Alpha Zone, Customer must be an OEM-licensed new vehicle dealer for such brand, and (C) in case of maintenance and repair Service Ads, Customer must be a duly licensed provider of maintenance and repair services for such brand.
- (b) Bid-Based Subscriptions.
- (i) Subject to these Terms, a Customer in good standing may maintain its Positioning Advantage Subscription at the stated "full" rate in the applicable Alpha Zone until terminated or expired.
- (ii) If permitted by Cox in the applicable Alpha Zone (and in all cases subject to Section 5(b)(i) above), a Customer may bid for a Positioning Advantage Subscription in such Alpha Zone at a below-full rate for such Alpha Zone. If such bid is accepted by Cox in its sole discretion, Customer may then maintain such Subscription in such Alpha Zone at such stated below-full rate, until terminated, expired or Outbid (as defined below). The term of all bid-based Positioning Advantage Subscriptions shall be month-to-month.
- (iii) An "**Outbid**" occurs when a Third Party seeking the same Positioning Advantage Subscription in the same Alpha Zone as Customer (1) either places a higher below-full rate bid than Customer's then-applicable below-full rate, or offers to pay the stated "full" rate for such Subscription, and (2) such offer is accepted by Cox in its sole discretion. An ongoing Subscription at the stated "full" rate is not subject to an Outbid.
- (iv) In the event of an Outbid, Cox will notify Customer about such Outbid and Customer's Positioning Advantage Subscription will automatically expire, effective as of the last day of the month during which the Outbid occurs. Following

an Outbid, Customer may attempt to offer a higher bid or the stated “full” rate; provided, however, that any such bid will be subject to any other bids by Third Parties, and in all cases, subject to acceptance by Cox in its sole discretion.

6. Additional Terms Applicable to Buyback Program. If Customer selects to participate in the Buyback Program, the following terms and conditions will apply:
- (a) Representations and Warranties. Customer represents and warrants to Cox that:
- (i) Throughout the term of Customer’s participation in the Buyback Program, Customer shall maintain a Customer Buyback Program that (A) meets or exceeds each requirement in Section 6(b) below and (B) complies with all applicable Laws;
 - (ii) Customer shall cause the terms of its Customer Buyback Program to be disclosed in writing (and in a manner consistent with all applicable Laws) to buyer of each vehicle in advance of purchase (and shall make no oral or written statement to buyer purporting to limit or supersede, or having the effect of limiting or superseding, the terms of the Customer Buyback Program);
 - (iii) Customer shall cause its Personnel to abide by all terms of its Customer Buyback Program.
- (b) Program Requirements. Customer Buyback Program shall meet or exceed each of the following requirements:
- (i) If a Buyback Program for used vehicles is selected, all used vehicles offered by Customer must be covered by a Customer Buyback Program, in a consistent manner.
 - (ii) If a Buyback Program for new vehicles is selected, all new vehicles offered by Customer must be covered by a Customer Buyback Program, in a consistent manner.
 - (iii) Maximum number of days for buyer to exercise the right to cancel under any Customer Buyback Program (“**Cancellation Days**”) may not be less than the minimum number of days (if any) mandated by applicable Laws. The actual number of Cancellation Days offered under the applicable Customer Buyback Program must at all times equal or exceed the number of Cancellation Days advertised on the Websites. Customer shall monitor its Cancellation Days selections regularly and shall keep such selections consistent with the terms of the applicable Customer Buyback Program.
 - (iv) The method of exercise of the right to cancel must be specified and reasonable in light of the manner in which the vehicle had been delivered to buyer.

- (v) Customer Buyback Program may require that the vehicle be returned in the “same” or “like” condition, any such requirement to be applied on a reasonable and consistent basis.
 - (vi) The maximum number of miles that the vehicle may be driven after its original delivery to the buyer to remain eligible for any Customer Buyback Program (“**Cancellation Miles**”) may not be less than the minimum number of miles (if any) mandated by applicable Laws. The actual number of Cancellation Miles offered under the applicable Customer Buyback Program must at all times equal or exceed the number of Cancellation Miles advertised on the Websites. Customer shall monitor its Cancellation Miles selections regularly and shall keep such selections consistent with the terms of the applicable Customer Buyback Program. For clarity, unless the mileage accrued since delivery to buyer exceeds the applicable advertised number of Cancellation Miles, accrual of additional mileage since delivery to the buyer shall not per se constitute a change in vehicle condition.
 - (vii) All amounts collected from buyer by or on behalf of Customer in connection with purchase must be refunded, except (if clearly specified) shipping or other fees retained by a third party. No restocking or similar fee shall be deducted from the funds.
 - (viii) The timing and manner of payment of refund shall be clearly specified, prompt and shall not be unreasonably conditioned.
- (c) Display of the Buyback Program Badge. By making (or updating) a selection of Cancellation Days or Cancellation Miles (or by retaining any pre-populated or default selection at the time of activating, or reactivating, any Buyback Program feature), Customer authorizes Cox to display in connection with Customer’s Advertisements the badging (such as “Money Back Guarantee”) indicating Customer’s participation in the Buyback Program and to display the respective number of Cancellation Days and Cancellation Miles under the applicable Customer Buyback Program. Customer acknowledges that Customer may change its selections or deactivate the Buyback Program feature at any time.
- (d) Temporary Program. Cox may terminate the Buyback Program, any part or feature thereof, or Customer’s participation therein, at any time.
7. Digital Retailing. Any digital retailing products or services provided in conjunction with the Advertisements are subject to *Digital Retailing Additional Terms and Conditions*, which are located at: <https://www.coxautoinc.com/wp-content/uploads/sites/3/Digital-Retailing-Additional-Terms.pdf> and incorporated herein by reference.