



## COX ADVERTISER RELATIONSHIP

### BUY HERE PAY HERE

#### ADDITIONAL TERMS AND CONDITIONS

##### Additional Terms and Conditions:

1. Definitions. Capitalized terms used herein without definition shall have the meanings assigned thereto in the Cox Automotive Master Subscription Terms (the “*Master Subscription Terms*”) located at: <https://www.coxautoinc.com/wp-content/uploads/sites/3/Cox-Master-Subscription-Terms.pdf>, which are supplemented by these Additional Terms and Conditions with respect to services provided via Autotrader’s Buy Here Pay Here specialty site.
  - (a) “*Advertisements*” means Customer’s listings and other advertisements.
  - (b) “*Call*” means a phone call to Customer from a Caller using any Number.
  - (c) “*Call Recording Services*” means the electronic recording, measurement and monitoring of Calls.
  - (d) “*Caller*” means a person who makes a Call.
  - (e) “*Numbers*” means the toll-free telephone numbers which Cox may arrange for a Third Party Licensor to provide to Customer.
  - (f) “*Other Media Platforms*” means media platforms other than websites (e.g., television, radio, print, wireless).
  - (g) “*Recorded Call Prompt Message*” means the message that informs a Caller that each Call is subject to recording and monitoring.
  - (h) “*Reseller*” means, where indicated on the applicable Order Form, a Third Party reseller authorized by Cox through which Customer may subscribe to Buy Here Pay Here.
  - (i) “*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.
  - (j) “*Website(s)*” means the buyherepayhere.autotrader.com or other applicable specialty site website, mobile or downloadable application, owned or controlled by Cox and/or Third Parties.
2. Subscription through a Reseller. For the purposes of any Order Form indicating that the Customer is subscribing to Buy Here Pay Here through a Reseller, the amounts payable to Cox by such Reseller on behalf of Customer for the applicable Subscription (as determined by the applicable agreements in effect from time to time between such Reseller and Cox) shall constitute Subscription Fees applicable to such Subscription. Customer understands and acknowledges that Cox is not responsible, and has no liability, directly or indirectly, for any failure or delay on the part of a



Reseller or any other Third Party to maintain a valid agreement with Cox for the activation or renewal of Customer's Subscription, or to remit in full to Cox any amounts due thereunder.

3. Additional Terms Applicable to Buy Here Pay Here and Advertisements.

(a) The following terms are applicable to the "Enhanced" and "Ultimate" Subscription levels for Buy Here Pay Here:

(i) 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.

(ii) Positioning; Cox Right to Reject; No Commitment Regarding Website Traffic.

(1) 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.

(2) 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.

(iii) 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.

(iv) 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).

- (v) 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.
  
- (b) 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.
  
- (c) 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 3(b); or (b) Advertisements or any materials to which users can link through any such Advertisements.
  
- (d) 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 (or on behalf of) 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.
- 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 (or on behalf of) 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).