

COX AUTOMOTIVE INTEGRATION TERMS

These Cox Automotive Integration Terms (these “**Integration Terms**”) govern any Participation Form that references them, and together with such Participation Form, collectively, constitute a separate “**Agreement**”.

1. **Definitions.** Capitalized terms used but not defined in these Integration Terms have the meaning assigned to such terms in the Participation Form. In addition, the following terms shall have the meanings provided below:
 - 1.1. “**Affiliate**” means any entity that directly or indirectly (through one or more intermediaries) Controls, is Controlled by, or is under common Control with, Cox or Provider.
 - 1.2. “**Confidential Information**” means all information or materials provided or otherwise disclosed by or on behalf of Disclosing Party to the Receiving Party in connection with the Agreement, whether orally or in writing, that are designated as confidential or that reasonably should be understood to be confidential, given the nature of the information disclosed and the circumstances of disclosure. Notwithstanding the foregoing, Confidential Information does not include information that: (i) is or becomes generally available to the public other than as a result of a wrongful disclosure by the Receiving Party; (ii) was rightfully in the possession of, or was rightfully known by the Receiving Party without an obligation to maintain its confidentiality prior to receipt from the Disclosing Party; (iii) becomes available to the Receiving Party on a non-confidential basis from a source which is not, to the Receiving Party’s knowledge, prohibited from disclosing such information; (iv) is developed independently by the Receiving Party; or (v) was generally made available to third parties by the Disclosing Party without restrictions similar to those imposed under these Integration Terms. Notwithstanding anything to the contrary in these Integration Terms, Data will not be deemed to be Confidential Information of either Party.
 - 1.3. “**Control**” means ownership or control, directly or indirectly, of more than fifty percent (50%) of the voting interests of the subject entity or the legal power to direct or cause the direction of the general management of such entity, whether by contract or otherwise.
 - 1.4. “**Cox**” means Cox Automotive, Inc.; provided that it is acknowledged and agreed that certain rights of Cox may be owned or exercised (and certain services and obligations of Cox hereunder may be performed) on behalf of Cox hereunder by Affiliates of Cox.
 - 1.5. “**Cox Clients**” means end user clients that have a subscription to the Cox System.
 - 1.6. “**Cox Data**” means Data that was generated by Cox.
 - 1.7. “**Cox Interface**” means an API, webhook or similar integration tool of Cox that enables (where an integration so requires): data transmission between Cox System and Provider Solution.
 - 1.8. “**Cox System**” means a product, platform, website or system of Cox (or of an Affiliate of Cox) identified in the applicable Participation Form, or such platforms, websites and systems of Cox and its Affiliates collectively, as the context may require.

- 1.9. **“Data”** means any and all data received by Provider, or accessible to Provider, through the Provider Integration or through the Cox Interface.
- 1.10. **“Disclosing Party”** means the Party that provides Confidential Information to the Receiving Party (or on behalf of which Confidential Information is provided) in connection with a Participation Form.
- 1.11. **“Effective Date”** means the effective date set forth in the applicable Participation Form.
- 1.12. **“Email Notice”** means email notification to the email addresses for each Party as set forth in the Participation Form.
- 1.13. **“Enabled Mutual Client”** means a Mutual Client that is enabled by Provider to receive the benefit of the Provider Integration, while so enabled; provided that, for billing purposes only, a Mutual Client enabled at any time during the preceding calendar month shall be counted as an Enabled Mutual Client for such month.
- 1.14. **“Feedback”** means any information, suggestions, ideas, enhancement requests, recommendations, comments and other feedback that Provider may disclose, transmit, suggest or offer to Cox with respect to the Cox System or the Cox Interface.
- 1.15. **“Fees”** means, collectively, all fees due and payable from Provider to Cox pursuant to the applicable Participation Form.
- 1.16. **“Generative AI Tool”** means a software system that, in response to user-provided prompts or conditions, autonomously synthesizes and outputs new content (including text, images, audio, video, or software code) using generative model architectures such as large language models, diffusion models, generative adversarial networks, or similar content-synthesis models trained on large corpora.
- 1.17. **“Go Live Date”** means the date upon which the integration between the Provider Integration and the Cox Interface is complete and ready for production use.
- 1.18. **“Initial Term”** has the meaning set forth in Section 7(a).
- 1.19. **“Integration”** means any integration of a Provider Solution with a Cox System implemented or attempted by or on behalf of Provider.
- 1.20. **“Integration Modules”** means the modules of the Cox System selected by Provider on the applicable Participation Form to be integrated with the Provider Integration.
- 1.21. **“Integration Terms”** has the meaning set forth in the preamble above.
- 1.22. **“Laws”** means all applicable federal, state and local laws, regulations, rules, ordinances and other decrees of any governmental authority, including all applicable privacy laws.
- 1.23. **“Legal Notice”** means written notification to the following addressees: (i) if from Provider to Cox, then to Cox Automotive, Inc., 6205 Peachtree Dunwoody Road, Atlanta, Georgia 30328, Attn: Legal Department, with a copy sent via email to the Cox email address used for Email

- Notice, and if applicable, to the Cox address specified in the applicable Participation Form; or (ii) if from Cox to Provider, then to the address provided on the applicable Participation Form.
- 1.24. **“Malicious Code”** means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.
 - 1.25. **“Marks”** means any name, logo, trademark or service mark of either Party.
 - 1.26. **“Modifications”** means changes, upgrades, updates, modifications or enhancements to, or derivative works of, the applicable product or material.
 - 1.27. **“Mutual Clients”** means a Cox Client that is also a Provider Client.
 - 1.28. **“Mutual Client Data”** means Data submitted to Provider in accordance with the applicable Participation Form by or on behalf of a Cox Client, excluding Cox Data.
 - 1.29. **“Participation Form”** means the ordering document between Cox and Provider (together with any exhibits or addenda thereto, if applicable), under which Provider selects certain Modules for integration with the Cox System.
 - 1.30. **“Personnel”** means agents, employees, officers, directors or contractors employed, engaged or appointed by a Party hereunder.
 - 1.31. **“Provider”** is the entity identified as such on the Participation Form.
 - 1.32. **“Provider Clients”** means Provider’s clients (named or identified as a permitted set of clients for the purposes of an Integration under the applicable Participation Form) that have an active subscription to the applicable Provider Solution.
 - 1.33. **“Provider Integration”** means an Integration certified by Cox pursuant to a Participation Form.
 - 1.34. **“Provider Solution”** means a Provider product, service or website identified in the applicable Participation Form, or such products, services or websites collectively, as the context may require.
 - 1.35. **“Public Generative AI Tool”** means any Generative AI Tool or instance thereof that is not a Sequestered Generative AI Tool.
 - 1.36. **“Receiving Party”** means the Party that receives Confidential Information from the Disclosing Party in connection with a Participation Form.
 - 1.37. **“Renewal Term”** has the meaning set forth in Section 7(a).
 - 1.38. **“Sequestered Generative AI Tool”** means an instance of a Generative AI Tool that operationally and contractually restricts access to its content (including for a licensor) such that only the user of such instance may access or use the input or output of such instance, and while such instance is being used solely for internal business purposes of such user.
 - 1.39. **“Specifications”** means the documentation to be provided by Cox to Provider, which will include, among other things, the specifications, standards, formats and other requirements

related to the Provider Integration. The Specifications will be deemed to be the Confidential Information of Cox, and Provider may not use the Specifications for any purpose other than to develop, integrate and maintain the Provider Integration in accordance with the Specifications.

1.40. **“Term”** has the meaning set forth in Section 7(a).

1.41. **“Third Party”** means an entity or person that is neither a Party, nor an Affiliate of a Party. Third Parties may include Mutual Clients and original equipment manufacturers, as applicable.

2. Integration.

- (a) Development Schedule and Testing. The Parties will work together in good faith to finalize a timeline for performing their respective obligations relating to the development of the Provider Integration. Each Party will proceed with its respective obligations diligently and in good faith, and use commercially reasonable efforts to allocate appropriately skilled personnel and other resources as necessary to complete the development of the Provider Integration in accordance with the Specifications and within the time period as mutually agreed upon by the Parties. Upon completion of the development work, the Parties will test the Provider Integration pursuant to Cox’s standard quality assurance procedures. The Parties will work diligently and in good faith to correct any issues that may arise during the testing phase.
- (b) Technology Requirement. Provider acknowledges and agrees that the Provider Integration will be developed and operated at all times in such a way that does not allow Provider to query the Cox System for any data not intended to be transmitted to the Provider Solution or any other data not authorized for the Provider to pass to the Mutual Clients, or for access by any client of Provider that is not an Enabled Mutual Client.
- (c) Maintenance. Cox will use commercially reasonable efforts to maintain the Cox System and the Cox Interface, so that the Provider Solution will be capable of transmitting Data to, and receiving Data from, the Cox System through the Provider Integration. Provider will use commercially reasonable efforts to maintain the Provider Solution and the Provider Integration, so that the Cox System will be capable of receiving Data from and transmitting Data to the Provider Solution through the Cox Interface.
- (d) Transmission and Acceptance of Data. Where a Provider Integration entails transfer of Data:
 - (i) Subject to Provider’s performance of its obligations under the applicable Participation Form (including these Integration Terms) and without limiting Cox’s rights under any agreement between Cox and the Cox Clients, Cox will accept Data submitted by or on behalf of any Enabled Mutual Client via the Provider Integration for processing in the Integration Modules. Subject to Cox’s performance of its obligations under the applicable Participation Form (including these Integration Terms) and without limiting Provider’s rights under any agreement between Provider and the Provider Clients, Provider will accept Data submitted by or on behalf of any Enabled Mutual Client via the Cox Interface for processing in such portions of the Provider Solution that are integrated with the Cox System.

- (ii) Cox reserves the right to exclude certain data from being transmitted to the Provider Integration via the Cox Interface in Cox's reasonable discretion, including in order to comply with the terms of Cox's agreements with its third-party licensors and providers. Non-exercise by Cox of its rights under the preceding sentence shall not in any way alter or limit the Parties' respective rights and obligations with respect to the Data.
- (e) Restrictions. Provider shall not:
- (i) Use or access Cox Interface or Cox System in a manner not expressly authorized for the applicable Provider Integration under the applicable Participation Form;
 - (ii) Violate any additional then-current Cox restrictions (e.g., Cox-published OEM-mandated restrictions applicable to the Provider Integration), including with respect to (i) access and use of Cox Products or Cox Materials, or (ii) collection, use or sharing of data;
 - (iii) Reverse engineer, decompile, disassemble or otherwise attempt to discern, discover, copy or disclose the source code, algorithms, processes or methods supporting any Cox product, service or property, including Cox Interface and Cox System;
 - (iv) Use any Data of a Mutual Client received via a Provider Integration (except as expressly permitted by such Mutual Client): (i) to create audiences for advertising retargeting or (ii) for analytics products not restricted to the sole use of such Mutual Client;
 - (v) Attempt to gain unauthorized access to or disrupt the integrity or performance of any Cox product or service, including Cox Interface and Cox System;
 - (vi) Use any means or form of scraping or data extraction to access, query or otherwise collect information from any Cox product or service, including Cox Interface and Cox System, except as and solely to the extent approved in advance in writing by Cox, where: (a) no alternative means of Integration is available (as determined by Cox) and (b) in each case, subject to consent of each affected Mutual Client.
 - (vii) Use Mutual Client Data or any anonymized, pseudonymized, or aggregated derivative thereof (except as explicitly authorized by such Mutual Client and necessary to deliver services to such Mutual Client) or Cox Data, or any anonymized, pseudonymized, or aggregated derivative thereof, to (including by means of any Generative AI Tool): (a) generate insights, analytics, or patterns; or (b) develop, improve, enhance, or inform Vendor's products, models, or capabilities.

- (viii) Enter or permit entry of any Confidential Information of Cox (or any derivative of any of the foregoing) into a Sequestered Generative AI Tool without express prior written consent of Cox, or into a Public Generative AI Tool under any circumstances.
- (e) Integration Modules. Provider Integration shall be limited to one or more Integration Modules selected on the Participation Form. Provider may not use the Provider Integration for any product or system other than the Provider Solution set forth in the applicable Participation Form or to attempt integrating with any part of Cox System other than the selected Integration Modules.
- (f) Cooperation. The Parties will reasonably assist and cooperate with each other with respect to issues that may arise from time to time in connection with the development, maintenance and operation of the Provider Integration and Cox Interface.
- (g) Go Live Date. The Parties will use commercially reasonable efforts to cause the Go Live Date to occur by the date set forth on the Participation Form. In the event that the Go Live Date does not occur by such date, Cox reserves the right to terminate the applicable Participation Form upon written notice to Provider.
- (h) Operation by Provider. Provider may not operate, manage, or modify the Provider Solution and the Provider Integration in any manner that may be reasonably expected to disrupt or degrade the performance of the Cox Interface or the Cox System. In the event Provider reasonably determines that a modification is required to comply with applicable Law (and that such modification may have the effect of disrupting or degrading the performance of the Cox Interface or the Cox System), then Provider shall promptly (and in any case reasonably in advance of implementing the applicable modification) provide Email Notice to Cox describing the requirement and the nature of the intended modification in reasonable detail. In the event of any degradation or adverse impact to the Cox System, upon notification from Cox, Provider will investigate the cause of issue and promptly terminate those processes causing such degradation or adverse impact and implement any necessary changes to the Provider Solution to prevent such degradation or adverse impact from reoccurring. Notwithstanding the foregoing, Cox may temporarily suspend Provider's access to the Cox Interface and Cox System until such changes are made. Nothing herein restricts Provider from making changes to the Provider Solution that will not affect the functioning of the Cox Interface or the Cox System. Nothing herein requires Cox to modify the Cox System or the Cox Interface to accommodate changes made to the Provider Solution or the Provider Integration.
- (i) Evaluation. Integration of any Provider Solution with a Cox System remains subject to periodic evaluation and approval by Cox at all times, in Cox's sole discretion. Upon request by Cox, Provider shall (a) provide to Cox access to the Provider Solution as required by Cox in order to perform such evaluation, including to test whether the Provider Solution and its integration with the Cox System meet the applicable acceptance criteria and otherwise are in compliance with the Agreement, and (b) provide to Cox all reasonably requested information, materials, cooperation and assistance, including test scripts, reports and logs.

- (j) Modifications by Cox. Cox may make modifications to the Cox System and/or the Cox Interface as Cox deems reasonably necessary or appropriate. If Cox believes that any such modifications would require Provider to make modifications to the Provider Solution and/or the Provider Integration in order to maintain its functionality, Cox will give Provider at least thirty (30) days' advance Email Notice of such modifications; provided, that, Cox may give less notice if such modification is necessary to comply with applicable Laws. Provider will, at its expense, make the necessary changes to the Provider Solution and/or the Provider Integration in order to maintain its functionality. The Parties will establish a mutually agreeable schedule for making such changes properly and in a timely manner.
- (k) Temporary Suspension. Cox may at any time suspend Provider's access to and use of the Cox Interface and/or the Data if Cox reasonably believes that (i) Provider is in breach of the applicable Participation Form or these Integration Terms or any applicable Laws; (ii) Provider's use of any Data violates any Law or any intellectual property rights of any Third Party; or (iii) such access or use presents a threat or harm to Cox or Cox Clients. Additionally, any Mutual Client may suspend Provider's access to and use of its Data at any time in the applicable Mutual Client's sole discretion.
- (l) No Guarantees of Client Participation. Provider acknowledges that the Provider Integration for each Integration Module will only be provided for those Mutual Clients that provide explicit permission for Provider to access their Data. Cox makes no guarantees or representations regarding the participation of Cox Client in any Cox integration program, or that any Mutual Client will provide (and will not withdraw) such explicit permission.

3. Cox Certification Process.

- (a) Initial Certification: Prior to establishing the Provider Integration, Provider will undergo an initial certification process, as may be changed from time to time by Cox in its sole discretion. Any previously granted certification remains subject to periodic evaluation in accordance with Section 2(i) and recertification in accordance with Section 3(b).
- (b) Recertification. Following the initial certification process, upon request by Cox, Provider will undergo Cox's recertification process in order to continue participating in Cox's API Program. The recertification criteria will be determined by Cox in its reasonable discretion. Cox may suspend Provider's Integration until Provider completes the recertification process.

4. Fees and Payments.

- (a) Fees. In exchange for Integration services granted to Provider herein, Provider will pay to Cox the Fees in the manner provided in the applicable Participation Form. Unless otherwise specified in the applicable Participation Form, all Fees are: (i) non-refundable; and (ii) payable in United States Dollars within 30 days of the date of the invoice. Where a Participation Form requires (or Provider elects) payment via ACH, Provider acknowledges and agrees that the Fees will be deducted from Provider's bank account via ACH at the time the Fee is incurred, and hereby authorizes Cox (and/or its designee) to make such deductions. Where a Participation Form permits (and Provider elects) payment by credit card, Provider acknowledges that such permission may be subject to applicable minimums, maximums and other conditions set from time to time by Cox; and further acknowledges

that an additional fee may be charged by Cox for all payments made by credit card, subject to applicable state laws.

- (b) Late Fees and Payment Disputes. Cox may charge interest on any payment not made when due at a rate equal to the lesser of one and one half percent (1.5%) per month, or the maximum rate allowed under applicable Law. Provider will also be liable for all collection agency fees and reasonable attorneys' fees payable by Cox or its Affiliates in connection with enforcing Provider's payment obligations. In the event of any dispute with respect to an invoice, Provider must notify Cox in writing of, and provide a good faith basis for, such dispute within sixty (60) days of the date such amounts are due.
- (c) Financial Information. Provider agrees that Cox may, at any time (1) seek and review information relating to the financial condition or creditworthiness of Provider, including obtaining a credit report on Provider or other information relating to Provider from and with credit bureaus, financial institutions, trade creditors, affiliates, and others, for any purpose, in Cox's sole discretion, and (2) contact any third parties to disclose any such information that may now or hereafter be in Cox's possession, for purposes of, among other things, assessing the financial condition or creditworthiness of Provider or collecting any outstanding debt owed by Provider.
- (d) Taxes. Except for taxes based upon the net income and personal property of Cox, as between the Parties, Provider will be solely responsible for any taxes or other assessments imposed by governmental authorities in connection with the applicable Participation Form ("**Provider Taxes**"). Except where explicitly noted otherwise (or where a current, valid exemption certificate from the applicable taxing authority has been provided by Provider to Cox), Fees quoted on a Participation Form do not include any applicable Provider Taxes. To the extent Cox is required to collect and remit Provider Taxes, such Provider Taxes will be separately itemized on the applicable invoice or upon Provider request. Any and all Provider payments under the Agreement will be made without deduction or withholding. If Provider is required to deduct or withhold any amounts from such payments, then the sum payable will be increased as necessary so that, after making all required deductions and withholdings, Cox receives an amount equal to the sum it would have received had no such deduction or withholding been made.
- (e) Fee Adjustments and Increases. Cox reserves the right to increase any of the Fees at any time, but only once each calendar year, by providing Email Notice to Provider at least forty-five (45) days in advance.
- (f) Charges to Mutual Clients. As between the Parties:
 - (i) Charges from Provider. Provider will contract with Provider Clients, including Mutual Clients, with regard to, and set its own pricing for, the Provider Solution. Provider will be responsible for the billing and collection from Provider Clients for amounts owing in connection with the Provider Solution.
 - (ii) Pass-Through of Integration Fees. Provider shall not itemize or attribute a portion of fees or charges (as billed, assessed or otherwise disclosed to a Mutual Client) to Provider Integration (or Cox's Integration services) unless: (a) such pass-through fee at no time exceeds Provider's Fees actually paid to Cox for the applicable Integration service for such Mutual Client and (b) such fees are not assessed in a

manner reasonably understood to divulge or misrepresent Fees charged by Cox, or to disincentivize the use of Cox services by a Cox Client.

- (iii) Charges from Cox. Cox will contract with Cox Clients, including Mutual Clients, with regard to, and set its own pricing for, the Cox System. Cox will be responsible for the billing and collection from Cox Clients for amounts owing in connection with the Cox System.

5. Proprietary Rights and Licenses.

- (a) Ownership. Except for the Integration rights expressly granted to Provider under the applicable Participation Form (including these Integration Terms), Provider will not have any right, title or interest in or to the Cox System and the Cox Interface, or any other technology, materials, work product or intellectual property of Cox and its licensors, whether or not developed in connection with the Agreement, and any Modifications to any of the foregoing, and nothing herein will effect a transfer of any intellectual property rights or any other ownership rights away from Cox or its licensors. For clarity, nothing herein prevents Cox from making Modifications to Cox System, Cox Interface or any Cox product, at Cox's discretion.
- (b) Mutual Client Data. Provider acknowledges and agrees that no right or title in Mutual Client Data is sold, licensed or granted hereunder by Cox. Without limiting the generality of its representations and warranties in Section 9 hereof, Provider represents and warrants that it shall have secured the rights necessary for its access and use of the Mutual Client Data of each Mutual Client directly from such Mutual Client. Notwithstanding anything to the contrary in the Agreement, Cox reserves the right to independently collect and use any data, including data that is the same as or similar to Mutual Client Data or to any data that may be collected by the Provider Solution.
- (c) Provider Solution. As between Cox and Provider, Provider owns all right, title and interest in the Provider Solution, and any Modifications thereto. Subject to the terms and conditions of the Agreement, Provider grants Cox and its Affiliates a worldwide, royalty-free right and license to use, display, perform, copy and create derivative works of the Provider Solution solely in connection with the Integration and otherwise for the purposes of the Agreement, including in order to: (a) internally test, evaluate and perform validation and verification of the Provider Solution; and (b) perform any integration and development efforts between the Provider Solution and Cox Products, as applicable. If the Integration involves placement of Vendor Products (or portions thereof) on Cox websites, then as between the Parties, Cox shall determine the location of such placements, including the particular pages of the Cox websites that may include Provider Solution.
- (d) Provider Feedback. Provider also acknowledges and agrees that any Feedback from Provider is submitted without any restrictions or expectations of confidentiality. As such, Provider hereby permits Cox to use, to allow others to use, or to assign the right to use, without compensation, restriction or further obligation of any kind, any Feedback for any purpose whatsoever, including publication or the creation of any intellectual property or derivative works of or relating to any Feedback.

(e) Marketing and Marks.

- (i) Provider Marks. Provider grants Cox and its Affiliates a non-exclusive, non-transferable, royalty-free license to use the Provider Marks in connection with the Provider Integration, including the listing of Provider as a Cox integration partner in marketing materials and on its website. Cox acknowledges that no other rights or license are being granted to Cox with respect to any Provider Marks, and Cox will obtain the written consent of Provider prior to any use or display of any Provider Mark. Provider will retain all intellectual property rights and all ownership rights in and to the Provider Marks.
- (ii) Cox Marks. Cox grants Provider a non-exclusive, nontransferable, royalty-free license to use the Cox Marks in connection with marketing the Provider Integration to Provider Clients. Provider acknowledges that no other rights or license are being granted to Provider with respect to any Cox Marks (and no right or license whatsoever is being granted with respect to Marks of any Cox Affiliate), and Provider will obtain the written consent of Cox prior to any use or display of any Cox Mark. Cox will retain all intellectual property rights and all ownership rights in and to the Cox Marks.
- (iii) Quality Standards. In connection with the operation of each of its respective business, neither Party will (or allow others under its control or direction to) engage in any practice or other activity that is or likely to be detrimental to the goodwill associated with the other Party's Marks, or the products or services that such other Party offers, or that constitutes a deceptive trade practice or unfair competition or that violates any applicable fair trade laws or advertising rules and regulations. Upon request, each Party will promptly alter or discontinue any particular use of the other Party's Marks if such other Party believes that does not comply with this Section 5(c)(iii).
- (iv) Marketing and Public Statements.
 - (1) Neither Party shall issue any press release, publicity statement or other public notice relating to any Participation Form without the prior written consent of the other Party.
 - (2) Provider shall not take any action or make any statement to a third party, including a Mutual Client, which disparages or portrays in a false or poor light Cox, the Cox System, or any product or service of Cox or its Affiliates involved in an Integration.

6. Security.

(a) As between the Parties:

- (i) Cox is solely responsible for the security of all Data hosted in the Cox System. Cox will: (1) adopt and maintain physical, technical and administrative safeguards and procedures reasonably designed to prevent unauthorized access or harm to the Provider Solution; (2) use commercially reasonable efforts to avoid introducing

Malicious Code into the Provider Solution; and (3) maintain and periodically test the efficacy of its information security programs and measures; and

- (ii) Provider is solely responsible for the security of all Data hosted in the Provider Solution and Provider Integration. Provider will: (1) adopt and maintain physical, technical and administrative safeguards and procedures reasonably designed to prevent unauthorized access or harm to the Cox System or the Cox Interface; (2) use commercially reasonable efforts to avoid introducing Malicious Code into the Cox System or the Cox Interface; and (3) maintain and periodically test the efficacy of its information security programs and measures.
- (b) During the Term, Cox may, at its expense and upon reasonable advance notice to Provider, audit (or retain a third party to audit) the Provider Solution (and Provider Integration) to determine compliance with the security obligations under Section 6(a); provided, however, that (i) any such audits will be conducted during normal business hours on a date mutually agreed upon by the Parties, and (ii) such audits will not unreasonably interfere with Provider's business.

7. Term and Termination.

- (a) Term. The term of the applicable Participation Form will commence on the Effective Date, and unless earlier terminated as provided herein, will continue for a period of one (1) year (the "**Initial Term**"). Upon expiration of the Initial Term, such Participation Form will automatically renew for successive, one (1) year renewal terms (each, a "**Renewal Term**," and together with the Initial Term, the "**Term**"), unless either Party provides written notice of termination to the other Party at least sixty (60) days prior to the end of the then-current Term.
- (b) Termination Rights. Either Party may immediately terminate the applicable Participation Form: (i) if the other Party commits a material breach of the Agreement and such breach has not been cured within fifteen (15) days after receiving Legal Notice of such; or (ii) upon the initiation of any bankruptcy, insolvency or other similar proceeding against the other Party. In addition, either Party may immediately terminate the applicable Participation Form in whole or in part with respect to a particular Provider Integration upon Legal Notice to the other Party if, for any reason with respect to any Provider Integration or Integration Module selected on such Participation Form, either (A) Provider ceases to generally offer the Provider Solution or (B) Cox ceases to generally offer the Cox System or the applicable Integrations with Cox System; provided that in such case the Participation Form will remain in effect as to any Provider Integration or Integration Module not so terminated. As to any Mutual Client, Cox may terminate the Provider Integration upon instruction from such Mutual Client to do so, or upon learning that Provider's agreement with such Mutual Client has terminated or expired. Either Party may terminate the applicable Participation Form upon thirty (30) days' Legal Notice if any change occurs in the applicable legal or regulatory requirements that would render the performance of a material obligation of the terminating Party hereunder illegal or otherwise subject to legal challenge, unless performance of such material obligation is waived in writing by the other Party. In addition, Cox may terminate the applicable Participation Form (1) upon sixty (60) days' Legal Notice at any time, or (2) immediately upon Legal Notice in the event that any

party has acquired or may imminently acquire a controlling interest in Provider after the Effective Date.

- (c) Effect of Termination. Upon any termination or expiration of the applicable Participation Form, all licenses hereunder will terminate, and Provider will disable the Provider Integration and Cox will terminate Provider's access to the Cox Interface. Additionally, each Party will discontinue its use of the other Party's Marks, and remove all references to the other Party's Marks on its respective websites and marketing materials.

8. Confidential Information.

- (a) Confidentiality Obligations. The Receiving Party agrees not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of the services set forth in the applicable Participation Form, and (except as otherwise authorized by the Disclosing Party in writing) disclose Confidential Information of the Disclosing Party only to its Personnel who need to know such information for purposes of fulfilling such Party's obligations or exercising such Party's rights relating to the applicable Participation Form. The Receiving Party will keep the Confidential Information of the Disclosing Party confidential and secure, and protect it from unauthorized use or disclosure, by using at least the same degree of care as the Receiving Party employs to protect its own Confidential Information, but in no event less than reasonable care.
- (b) Compelled Disclosure. If the Receiving Party becomes legally compelled to disclose any Confidential Information of the Disclosing Party in a manner not otherwise permitted by these Integration Terms, the Receiving Party will promptly inform the Disclosing Party of the request with a prompt Legal Notice so that the Disclosing Party may seek a protective order or other appropriate remedy. If a protective order or similar order is not obtained by the date by which the Receiving Party must comply with the request, the Receiving Party may furnish that portion of the Confidential Information that it reasonably determines it is legally required to furnish. The Receiving Party will exercise reasonable efforts to obtain assurances that confidential treatment will be afforded to the Confidential Information so disclosed. This Section 8 will survive any termination of these Integration Terms.
- (c) Injunctive Relief. Each Receiving Party acknowledges and agrees that the wrongful disclosure of any Confidential Information of the Disclosing Party may cause irreparable injury to such Party and its applicable Affiliates, and that remedies other than injunctive relief may be insufficient. Accordingly, the Disclosing Party will have the right to seek equitable and other injunctive relief to prevent any wrongful disclosure of any of its Confidential Information, as well as such damages and other relief to which such Party or its Affiliates may be entitled.
- (d) No Implied Rights. Each Party's Confidential Information will remain the property of that Party. Nothing contained in this Section 8 will be construed as obligating a Party to disclose its Confidential Information to the other Party, or as granting to or conferring on a Party any implied rights or license to the Confidential Information of the other Party.
- (e) Return of Confidential Information. Upon termination or expiration of the applicable Participation Form, or upon the Disclosing Party's request, the Receiving Party will promptly return (or at the Disclosing Party's request, destroy) all Confidential Information

of the Disclosing Party (except Confidential Information of the Disclosing Party that is transmitted by or through the Provider Integration) and certify to the Disclosing Party in writing that it has done so; provided, however, that the Receiving Party may retain one copy for archival purposes.

9. Representations and Warranties. Each Party represents and warrants to the other Party that:

- (a) It will comply at all times with all applicable Laws; and
- (b) It has and will have during the Term, sufficient rights to grant the rights it grants in the applicable Participation Form (including these Integration Terms), including any necessary rights, approvals or consents from the Mutual Clients and from any other third party, and any release related to any rights of privacy or publicity, as may be necessary to fulfill its obligations hereunder. Additionally, Provider shall immediately inform Cox if Provider's agreement with any Mutual Client terminates or expires (or Provider's right, approval or consent from such Mutual Client affecting the applicable Provider Integration or Mutual Client Data of such Client is materially changed or affected).

10. Indemnification.

- (a) By Cox. Cox will indemnify and defend Provider 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 such claim arises from (i) an allegation that the use of the Cox System, Cox Interface or Cox Marks in accordance with the Agreement infringes or misappropriates such third party's intellectual property rights; or (ii) willful misconduct or gross negligence of Cox.
- (b) By Provider. Provider will indemnify and defend Cox 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 such claim arises from (i) any failure of Provider to obtain any necessary consent to provide the Provider Integration and/or to transmit or receive Data via the Provider Integration; (ii) the Provider Solution; (iii) an allegation that the use of the Provider Integration or Provider Marks in accordance with the Agreement infringes or misappropriates such third party's intellectual property rights; or (iv) willful misconduct or gross negligence of Provider.
- (c) Indemnification Procedure. The indemnified Party shall promptly notify the indemnifying Party of any claim of which it becomes aware (provided that a failure or delay in providing such notice will not relieve the indemnifying Party's obligations except to the extent the indemnifying Party is prejudiced by such failure or delay), and shall keep the indemnified Party promptly informed of any developments and otherwise shall reasonably cooperate (and cause its Personnel to reasonably cooperate) with the indemnifying Party at the indemnifying Party's expense in connection with the defense and settlement of all claims. The indemnified Party shall be entitled to participate at its own expense in the defense of all claims; provided, that the indemnifying Party will have sole and exclusive control over the defense and settlement of all claims; provided further, however, that the indemnifying Party will not acquiesce to any judgment or enter into any settlement, either of which imposes any obligation, admission or liability on an indemnified Party (other than payment

of money, satisfied in full by the indemnifying Party) without the indemnified Party's prior written consent.

(d) Infringement Claims.

- (i) If the Cox System, Cox Interface or Cox Marks, in Cox's sole discretion, are likely to become subject to a claim of infringement, Cox, at its option and expense, will either: (i) procure a license or right for Provider to continue using the Cox System, Cox Interface, and/or the Marks; or (ii) modify the Cox System, Cox Interface and/or Marks to make them non-infringing in a manner that does not materially impair their functionality. If neither of the foregoing two options is reasonably available to Cox, then either Party may terminate the applicable Participation Form upon Legal Notice to the other Party. Except for the indemnity obligations set forth in this Section 10, the foregoing will be Provider's sole and exclusive remedy and Cox's sole and exclusive obligation with respect to any infringement claims relating to the Cox System, Cox Interface and/or Cox Marks.
- (ii) If the Provider Solution, Provider Integration or Provider's Marks, in Provider's sole discretion, are likely to become subject to a claim of infringement, Provider, at its option and expense, will either: (i) procure a license or right for Cox to continue using the Provider Solution, Provider Integration and/or the Marks; or (ii) modify the Provider Solution, Provider Integration and/or Marks to make them non-infringing in a manner that does not materially impair their functionality. If neither of the foregoing two options is reasonably available to Provider, then either Party may terminate the applicable Participation Form upon Legal Notice to the other Party. Except for the indemnity obligations set forth in this Section 10, the foregoing will be Cox's sole and exclusive remedy and Provider's sole and exclusive obligation with respect to any infringement claims relating to the Provider Solution, Provider Integration and/or Provider's Marks.

11. Limitations of Liability.

- (a) LIABILITY LIMITATIONS. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, MULTIPLE, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING ANY DAMAGES RESULTING FROM ANY LOSS OF USE, LOSS OF DATA, LOSS OF PROFITS, LOSS OF BUSINESS OR OTHER ECONOMIC LOSS) ARISING OUT OF OR IN CONNECTION WITH THE APPLICABLE PARTICIPATION FORM AND/OR THESE INTEGRATION TERMS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE FORM OF ACTION OR THEORY OF LIABILITY (INCLUDING BREACH OF CONTRACT OR WARRANTY, EQUITY, STRICT LIABILITY, TORT OR OTHERWISE). ADDITIONALLY, THE AGGREGATE LIABILITY UNDER EACH PARTICIPATION FORM OF COX, ON THE ONE HAND, AND PROVIDER, ON THE OTHER HAND, WILL BE EXPRESSLY LIMITED TO AN AMOUNT EQUAL TO THE AMOUNT PAID BY PROVIDER TO COX UNDER THE APPLICABLE PARTICIPATION FORM IN THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY. THE FOREGOING LIMITATIONS OF LIABILITY WILL NOT APPLY TO (A) A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER SECTION

8 (B) A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 10, (C) A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, (D) A PARTY'S BREACH OF APPLICABLE PRIVACY LAWS OR (E) PROVIDER'S FAILURE TO MAKE PAYMENTS WHEN DUE UNDER SECTION 4.

- (b) DISCLAIMER. THE COX INTERFACE AND THE PROVIDER INTEGRATION ARE INTENDED ONLY TO FACILITATE THE MANAGEMENT AND OPERATION OF CERTAIN ASPECTS OF COX'S OR PROVIDER'S (OR MUTUAL CLIENTS') BUSINESS. EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN, NEITHER COX NOR ANY OF ITS AFFILIATES MAKE ANY REPRESENTATION OR WARRANTY TO PROVIDER OR ANY OTHER PERSON WITH RESPECT TO THE COX SYSTEM, COX INTERFACE OR THE PROVIDER INTEGRATION, EXPRESS OR IMPLIED, INCLUDING ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY OF SUITABILITY, LEGALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR ANY OTHER REPRESENTATION OR WARRANTY OF ANY TYPE OR NATURE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING: (I) COX WILL HAVE NO DUTY TO VERIFY THE CONTENT OR ACCURACY OF, OR TO ANALYZE IN ANY MANNER, THE DATA; (II) COX SPECIFICALLY DISCLAIMS ANY AND ALL LIABILITY TO PROVIDER RESULTING FROM OR RELATING TO ANY ACTIONS BY A MUTUAL CLIENT, OR ANY BREACH BY A MUTUAL CLIENT OF ANY AGREEMENT WITH PROVIDER OR COX; AND (III) COX MAKES NO REPRESENTATION, WARRANTY OR COMMITMENT THAT THE COX SYSTEM, COX INTERFACE OR THE PROVIDER INTEGRATION WILL OPERATE ERROR-FREE, WITHOUT INTERRUPTION OR IN ACCORDANCE WITH ANY SPECIFICATIONS, OR THAT THE COX SYSTEM, COX INTERFACE OR THE PROVIDER INTEGRATION IS SUITABLE FOR ANY SPECIFIC PURPOSE, INCLUDING ANY ADVICE REGARDING THE VALUE, COSTS, PROFIT TARGETS, QUALITY OR SUITABILITY OF ANY PARTICULAR TRANSACTION, SALES STRATEGY OR OTHER BUSINESS PRACTICE. ANY RELIANCE BY PROVIDER UPON ANY DATA OR THE COX SYSTEM OR COX INTERFACE WILL NOT DIMINISH THIS DISCLAIMER.

12. Arbitration and Class Waiver.

- (a) Arbitration. Provider agrees to arbitrate any dispute or claim that it may have with Cox that arises out of or relates in any way to the applicable Participation Form or Provider's integration with the Cox System. Such arbitration will be final and binding. If Cox elects in its discretion to submit to arbitration any dispute or claim that it may have against Provider, any such arbitration will be governed by the provisions of this Section 12.
- (b) Class Waiver. Any arbitration proceeding under this Section 12 will take place on an individual basis. Class arbitrations and class or representative proceedings of any kind are not permitted, and Provider expressly waives its ability to participate in a class or representative proceeding against Cox or its Affiliates. If the arbitration clause is found inapplicable to Provider's dispute with Cox, this class waiver will continue to apply in litigation. Provider agrees that this class waiver is an essential element of the agreement between Provider and Cox and that this class waiver may not be severed. In the event that this class waiver is deemed invalid or unenforceable, then the entire agreement to arbitrate in this Section 12 will be null and void.

- (c) Arbitrator Authority. Any dispute or claim subject to arbitration pursuant to this Section 12 must be submitted to binding arbitration before a single arbitrator administered by JAMS pursuant to JAMS Streamlined Rules. The arbitrator will be bound by and will strictly enforce these Integration Terms and any applicable Participation Forms between Provider and Cox, including any limitations of liability contained therein, and may not limit, expand or otherwise modify any of the provisions of the foregoing. Any arbitration will be held in Atlanta, Georgia, unless otherwise agreed upon by the Parties in writing. Each Party will bear its own expenses in the arbitration and will share equally the costs of the arbitration; provided, however, that the arbitrator will award the applicable Party any costs and fees to which it may be entitled under Section 10 in connection with any indemnification claim. Provider agrees that its transactions with Cox evidence transactions in interstate commerce, and that the Federal Arbitration Act therefore governs the interpretation and enforcement of this Section 12 (notwithstanding the application of Georgia Law to any underlying claims). Provider also agrees that this Section 12 survives any termination of the applicable Participation Form.

13. Miscellaneous.

- (a) Mutual Client Agreements. The Participation Form does not alter any rights or obligations of either Party as set forth in any agreement between such Party and a Mutual Client, including, for clarity, with respect to Data.
- (b) Notices. All Legal Notices required or permitted to be given by a Party must be (i) in writing, (ii) sent by commercial delivery service or certified mail, return receipt requested, and (iii) deemed to have been given on the date set forth in the records of the delivery service or on the return receipt. Email Notices will be deemed to have been given upon receipt of the email (regardless of whether the email is opened), which may be evidenced by “delivery receipt” received by the sender.
- (c) Governing Law and Forum. Any disputes arising from or related to a Participation Form will be governed and construed in accordance with the Laws of the State of Georgia, without regard to its conflict of Laws principles. Subject to Section 12, any dispute that arises or relates to a Participation Form will be filed exclusively in a state or federal court located in Fulton County, Georgia, and the Parties expressly waive any challenge to the jurisdiction or venue of such courts.
- (d) Order of Precedence. In the event of any conflict in contract terms, and unless otherwise specified expressly on the Participation Form, the order of precedence will be, from highest to lowest priority: (i) the terms appearing in the applicable Participation Form (including any exhibits or addenda thereto, if applicable), and (ii) these Integration Terms. No terms stated in any Provider purchase order, notice, privacy agreement, processing agreement or other Provider form will be incorporated into or form any part of the applicable Participation Form or these Integration Terms unless such document is signed by an officer of Cox, explicitly references such Participation Form and states that it is intended to modify such Participation Form. Contract terms will not be interpreted strictly against a Party by virtue of such Party’s role in preparing or drafting them.
- (e) Entire Agreement. The Participation Form together with these Integration Terms constitutes the entire and separate agreement between the Parties with respect to the subject

matter hereof and supersedes all prior agreements and understandings between the Parties with respect to such matters, whether oral or written.

- (f) Counterparts; Signatures. Participation Forms may be executed in one or more counterparts, each of which will be deemed an original, but all of which together shall constitute one and the same instrument. A Party may submit an executed counterpart via scanned PDF, which will be treated as an originally-signed document.
- (g) Amendments and Modifications. Any amendments or modifications of these Integration Terms, any Attachments, or the applicable Participation Form will only be effective if in writing and signed by each Party.
- (h) Independent Contractor. Each Party, in all matters relating to the applicable Participation Form, will act as an independent contractor of the other Party. Neither Party will have authority nor represent that it has any authority to assume or create any obligation, express or implied, on behalf of the other Party, or to represent the other Party as an agent, employee or in any other capacity. Neither execution nor performance of the applicable Participation Form will be construed to have established any agency, joint venture or partnership.
- (i) Third Party Beneficiaries. The applicable Participation Form is intended for the benefit of the Parties only and nothing contained herein will be deemed to give any third party any intended or incidental claim or right of action against Provider or Cox that does not otherwise exist without regard to the applicable Participation Form.
- (j) Non-Waiver and Severability. The failure of either Party to enforce any provision of these Integration Terms will not be deemed a waiver of such provision or the right of such Party thereafter to enforce such provision. Except for any provisions expressly designated as non-severable from each other, if any provision is deemed invalid or prohibited by Law, such provision will, if possible, be deemed to be restated to reflect as nearly as possible the original intentions of the Parties in accordance with applicable Law. In any event, the remainder of the provisions will remain in full force and effect.
- (k) Headings. The heading used in these Integration Terms are used for convenience only and are not to be considered in construing or interpreting these Integration Terms.
- (l) Remedies Cumulative. Except as otherwise expressly provided in the applicable Participation Form (including these Integration Terms and any Attachments), all remedies provided herein are cumulative and in addition to and not in lieu of any other remedies available to a Party in connection with such Participation Form, or at law or in equity.
- (m) Survival. Sections 1 (Definitions), 5 (Proprietary Rights and Licenses), 7 (Term and Termination), 8 (Confidential Information), 9 (Representations and Warranties), 10 (Indemnification), 11 (Limitations of Liability), 12 (Arbitration and Class Waiver), 13 (Miscellaneous) and any other provisions above that expressly state that they survive termination will so survive. In addition, any provisions above that should reasonably survive termination in accordance with their respective terms will also so survive, as will any outstanding payment or tax obligation hereunder, and any cause of action or claim of either Party, whether in Law or in equity.

- (n) Assignment. Provider may not assign the applicable Participation Form or any rights or obligations hereunder, whether by operation of Law or otherwise, without the prior written consent of Cox (which may be withheld in Cox's sole discretion). Cox may assign the applicable Participation Form upon Legal Notice to Provider.