

## COX AUTOMOTIVE MASTER AGREEMENT

This Cox Automotive Master Agreement (this “**Master Agreement**”) governs any Order Form that references it. In addition to this Master Agreement, each Cox Product shall be subject to the applicable specific terms and conditions (“**Additional Terms**”) found at the following link: <https://www.coxautoinc.com/terms/usa>.

1. **Definitions.** The following capitalized terms, when used in this Master Agreement, any Additional Terms or any other Attachments, will have the corresponding meanings provided below:
  - 1.1 “**Activation Date**” means the date referenced in the applicable Order Form as being the date on which the Subscription Term will commence. If no date is specified on such Order Form, then the Activation Date will be the earlier of the following: (a) the date on which Customer is activated by Cox to begin using the applicable Cox Product; or (b) sixty (60) calendar days following Customer’s execution of such Order Form.
  - 1.2 “**Additional Terms**” has the meaning set forth in the preamble above.
  - 1.3 “**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 Customer.
  - 1.4 “**Analytics Data**” means data that is generated by or on behalf of Cox in connection with Customer’s (or any user’s) access or use of any Cox Product, including log, performance, usage, referral, search term, pixel, session, cookie, flash local storage object, beacon, and other web analytics data.
  - 1.5 “**Applicable Data Protection Laws**” means collectively all applicable laws and regulations, as revised from time to time, related to data security, protection, confidentiality, or breach notification that apply to the Parties with regard to the protection of personal information, as defined therein, including, as applicable, the U.S. Gramm-Leach-Bliley Act of 1999 and 16 C.F.R. Part 314 (Safeguards Rule).
  - 1.6 “**Attachments**” means attachments (if any) incorporated by reference in, and modifying, an Order Form.
  - 1.7 “**Change of Control**” means the sale of all or substantially all the assets of Customer or its direct or indirect parent; any merger, consolidation or acquisition of Customer or its direct or indirect parent with, by or into another corporation, entity or person; or any change in the ownership of more than fifty percent (50%) of the voting capital stock of Customer or its direct or indirect parent in one or more related transactions.
  - 1.8 “**Confidential Information**” means all information or materials provided or otherwise disclosed by or on behalf of Disclosing Party to the Receiving Party, 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. In each case, as applicable, Cox’s Confidential Information includes the Cox Products and all information and materials that in any way relate to any Cox Product (including this Master Agreement, any Additional Terms, and any other Attachments, and any pricing information relating to the Cox Products) or any other aspect of the business or operations of Cox or its Affiliates, including any information or materials relating to the operations, customers, contractors, distributors, software, technology, products, services or marketing plans of Cox or its Affiliates. Notwithstanding the foregoing, Confidential

Information does not include information that: (1) is or becomes generally available to the public other than as a result of a wrongful disclosure by the Receiving Party; (2) 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; (3) 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; (4) is developed independently by the Receiving Party; or (5) was generally made available to Third Parties by the Disclosing Party without restrictions similar to those imposed under this Master Agreement.

- 1.9 “**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.
- 1.10 “**Cox**” means Cox Automotive, Inc. or, where applicable, an Affiliate thereof that is a party to the applicable Order Form. References to an Affiliate of Cox in any Order Form or Additional Terms shall constitute, for the purposes of this Master Agreement, references to “Cox.”
- 1.11 “**Cox Data Output**” means information, data, analytics or models developed or derived by Cox or sourced by Cox from a Third Party for sale or licensing to customers of Cox.
- 1.12 “**Cox Data Product**” means a Cox product or service identified on the applicable Order Form that primarily and substantially entails delivering and licensing Cox Data Output to Customer.
- 1.13 “**Cox Mark**” means any name, logo, trademark, service mark, trade dress, trade name, d/b/a, jingle, slogan, corporate name and telephone number containing or reflecting any of the foregoing, along with any associated goodwill of Cox or its Affiliates, or misspellings thereof, and such other name, logo, trademark, service mark, trade dress, trade name, d/b/a, jingle, slogan, corporate name and telephone number containing or reflecting any of the foregoing that Cox used, uses or may use in the future related to its business, products or services (including all improvements, additions, derivatives and other modifications thereof).
- 1.14 “**Cox Product**” means a Cox Data Product, a Cox Software Product or a combination of both, as applicable.
- 1.15 “**Cox Software Product**” means a Cox software product or service identified on the applicable Order Form. Solely with respect to any use restrictions regarding the applicable Cox Software Product as set forth in this Master Agreement, any Additional Terms or any Attachments, the term “Cox Software Product” will include any Third Party Interfaces applicable to or integrated with such Cox Software Product.
- 1.16 “**Credentials**” means any log-in credentials (e.g., usernames and passwords) and any other security information required to access or use a Cox Product.
- 1.17 “**Customer**” means the party identified as customer or licensee of Cox on the applicable Order Form.
- 1.18 “**Customer Data Input**” means information or data provided by, through or on behalf of Customer to Cox in connection with Customer's use of a Cox Product.

- 1.19 “**Customer Product**” means a Customer website plug-in, application, service or other product commercially licensed (or designed to be commercially licensed) to Third Parties.
- 1.20 “**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 an Order Form.
- 1.21 “**Email Notice**” means: (a) in the case of notice from Customer to Cox, an email to the applicable email address for the Cox Product as provided at <https://www.coxautoinc.com/wp-content/uploads/sites/3/Cox-Automotive-Email-Notice-Contacts.pdf>; or (b) in the case of notice from Cox to Customer, an email to the email address that Cox has on file with respect to the Cox Product.
- 1.22 “**Feedback**” means any information, suggestions, ideas, enhancement requests, recommendations, comments and other feedback that Customer or any Customer Representative may disclose, transmit, suggest or offer to Cox or its Affiliates with respect to any Cox Product.
- 1.23 “**Fees**” means, collectively, all fees due and payable by Customer as provided for in the applicable Order Form.
- 1.24 “**Generative AI Tool**” means any application, process or service that uses learning algorithms to create a range of content.
- 1.25 “**including**” means “including, without limitation.”
- 1.26 “**Indemnified Party**” means a Party seeking indemnity in connection with any Order Form incorporating this Master Agreement.
- 1.27 “**Indemnifying Party**” means a Party against which an indemnification request is being made hereunder.
- 1.28 “**Intellectual Property**” means any (a) patents, patent applications and disclosures, inventions conceived whether or not reduced to practice, and related improvements, (b) Cox Marks, (c) software interfaces (e.g., APIs), programs and applications (including object code and source code), databases, copyrights, copyrightable works and works of authorship (including advertisements, commercials and promotional materials), (d) trade secrets and confidential business information (including ideas, formulas, compositions, inventions (whether patentable or unpatentable and whether or not reduced to practice), know-how, research and development information, improvements, enhancements, modifications, updates, alterations, adaptations, derivative works, work product software, source code, drawings, specifications, designs, plans, proposals, technical data, processes, techniques, databases, financial, marketing and business data, pricing and cost information, business and marketing plans, and past and present customer, advertiser, website visitor, and supplier lists and information), (e) URLs, domain names and internet web sites, including all content and materials displayed on and/or accessible through such sites, and any and all domains containing or reflecting any of the items listed in subpart (b) above, (f) copies and tangible embodiments of any of the foregoing (in whatever form or medium), and (g) registrations and applications to register any of the foregoing.
- 1.29 “**Laws**” means all applicable federal, state and local laws, regulations, rules, ordinances

and other decrees of any governmental authority.

- 1.30 “**Legal Notice**” means written notification to the following addressees: (a) if from Customer to Cox, then to Cox Automotive, Inc., Attention: Legal Department, 6205 Peachtree Dunwoody Road, Atlanta, Georgia 30328, 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 Order Form; or (b) if from Cox to Customer, then to Customer’s address that Cox has on file for Legal Notices to Customer, or if no such address is on file, then to the address listed on the applicable Order Form (if any), or otherwise to the address for the location at which Customer receives the Subscription, with Attention: Legal Department.
- 1.31 “**Malicious Code**” means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.
- 1.32 “**Modifications**” means changes, upgrades, updates, modifications or enhancements to, or derivative works of, a Cox Product.
- 1.33 “**Order Form**” means the ordering document between Cox and Customer, under which Customer subscribes to one or more Cox Products. An Order Form may be a written or an electronic agreement and may also include online forms or terms that have been “accepted” or “agreed” to by Customer.
- 1.34 “**Party**” means Customer or Cox, individually, as applicable; and “**Parties**” means Customer and Cox, collectively.
- 1.35 “**Personal Information**” means (i) information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual, consumer, employee, data subject, or household and (ii) any other information that is defined as “personally identifiable information,” “personal information,” “personal data,” or other similar term under any and all Applicable Data Protection Laws.
- 1.36 “**Privacy Laws**” means all applicable privacy laws and information security laws, and any other applicable federal, state, or local laws, as they exist and are amended from time to time, relating to data privacy, security, integrity, confidentiality, communications, use, collection, processing and storage, including, as applicable, the California Consumer Privacy Act, as amended by the California Privacy Rights Act.
- 1.37 “**Public Generative AI Tool**” means any Generative AI Tool or instance thereof that is not a Sequestered Generative AI Tool.
- 1.38 “**Receiving Party**” means the Party that receives Confidential Information from the Disclosing Party in connection with an Order Form.
- 1.39 “**Representatives**” means agents, employees, officers, directors or contractors employed, engaged or appointed by a Party hereunder.
- 1.40 “**Retention Period**” means, for any particular Cox Product, the Subscription Term plus a period of one (1) year thereafter.
- 1.41 “**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.

- 1.42 “**Subscription**” means the right to access and use a Cox Product during the applicable Subscription Term, subject to payment of Fees as set forth in the applicable Order Form.
- 1.43 “**Subscription Fees**” means the periodic (typically monthly) fees for the Subscription.
- 1.44 “**Subscription Term**” means the period of time specified on the applicable Order Form when the applicable Subscription is in effect.
- 1.45 “**Territory**” means the United States and/or Canada unless otherwise specified in any Order Form.
- 1.46 “**Third Party**” means an entity or person that is neither a Party, nor an Affiliate of a Party.
- 1.47 “**Third Party Claim**” means any claim, lawsuit or demand by a person that is not a Party or an Affiliate of a Party.
- 1.48 “**Third Party Licensor**” means any Third Party that makes available Third Party Materials.
- 1.49 “**Third Party Materials**” means data, content, software or other materials from a Third Party Licensor that are made available by, through or in connection with the applicable Cox Product. Cox may license but does not own Third Party Materials.
- 1.50 “**Third Party Terms and Conditions**” means any applicable terms and conditions or other agreements governing the access and use of the applicable Third Party Materials.

## 2. Subscription.

- 2.1 Order Form. Subscription shall be evidenced by an Order Form executed by parties or submitted electronically by Customer through an online process established from time to time by Cox. An Order Form may cover one or more Cox Products, including any combination or bundle of Cox Data Products (each of which shall be subject to Exhibit A to this Master Agreement) and Cox Software Products (each of which shall be subject to Exhibit B to this Master Agreement). In addition, any Subscription that entails sublicensing, integrating with, or incorporating a Cox Product (or any feature, component or content therefrom) into, a Customer Product, shall be subject to Exhibit C.
  - (a) Except to the extent explicitly set forth on the applicable Order Form, a Subscription for a Cox Product is limited to: (i) named Customer (excluding any access or use by Affiliates of Customer, except to the extent acting as a Representative of Customer and solely for the benefit of Customer); and (ii) stated Permitted Use(s) and Authorized Instance(s).
  - (b) Each Order Form shall at all times be subject to the terms and conditions of this Master Agreement, each applicable Exhibit, all applicable Additional Terms and technical documentation provided from time to time by Cox, and any Attachments.
  - (c) Where the applicable Order Form is an online form or set of terms, such Order Form will be made effective by Customer’s acceptance of the terms through Customer’s “checkbox” submission or other similar electronic means.

- (d) Order Forms may be executed in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of the Parties need not appear on the same counterpart. A Party may submit an executed counterpart via scanned PDF, which will be treated as an originally-signed document.
- (e) Certain Order Forms may be executed by means of electronic or digital signatures. Any such electronic or digital signature will be deemed to satisfy all requirements imposed on electronic or digital signatures under the Electronic Signatures in Global and National Commerce Act (E-SIGN), and any similar Laws relating to the validity or enforceability of electronic or digital signatures.

## 2.2 Subscription Term.

- (a) Except as otherwise set forth on the applicable Order Form, the Subscription Term for a Cox Product will commence on the Activation Date and will expire at the end of the period specified in such Order Form. Thereafter, unless such Order Form expressly states otherwise, the Subscription Term will automatically and indefinitely renew for additional subsequent terms equal in length to (i) the length of time specified in such Order Form or (ii) otherwise the length of time of the initial Subscription Term, in each case until such Subscription or the applicable Order Form is terminated by a Party in accordance with Section 3 of this Master Agreement.
- (b) If the Subscription Term is a month and the Activation Date is not the first day of a calendar month, then, unless the applicable Order Form expressly states otherwise, the initial Subscription Term will be a partial calendar month beginning on the Activation Date (with pro-rated Subscription Fees, as applicable), and thereafter the Subscription Term will renew on a calendar-month basis.

## 3. **Termination and Suspension.** This Section 3 shall survive termination of this Master Agreement.

### 3.1 Termination.

- (a) Generally. Either Party may at its option terminate any Subscription by providing Email Notice to the other Party at least thirty (30) days in advance of the cancellation date, provided that, cancellation will be effective only at the end of a Subscription Term (e.g., for month-to-month Subscriptions, if notice is given on the fifteenth (15<sup>th</sup>) day of a given month, the cancellation will not occur until the end of the following month).
- (b) Cause or Insolvency. Either Party may immediately terminate: (a) the applicable Order Form (and the corresponding Subscriptions) if the other Party commits a material breach of such Order Form (including this Master Agreement, Exhibits, Additional Terms or any Attachments), and such breach has not been cured within fifteen (15) days after receiving Legal Notice of such; (b) any or all Order Forms upon the initiation of any bankruptcy, insolvency or other similar proceeding against the other Party or an entity that Controls the other Party.
- (c) Default or Change of Control. Cox may immediately terminate an Order Form (and the corresponding Subscriptions): (a) if Customer defaults on its contractual

obligations to Cox or any Cox Affiliate under another agreement, such that Cox or the Cox Affiliate has the right to terminate such agreement; or (b) in the event of a Change of Control.

- (d) Cessation of Cox Product. Cox may immediately terminate an Order Form with respect to any Cox Product (or any component thereof) if it ceases to offer such Cox Product (or such component of Cox Product) to customers generally for any reason. In such event, the Order Form will continue to apply with respect to the remaining Cox Products, if any.

3.2 Effect of Termination. Upon termination of a Subscription (including through a termination of this applicable Order Form):

- (a) Generally. The Subscription Term will end, and all rights granted to Customer and all obligations of Cox relating to such Subscription, will immediately and automatically terminate. Without limiting the generality of the foregoing, unless otherwise provided in the Order Form or Additional Terms or mutually agreed by the Parties in writing, Customer shall cease all access and use the applicable Cox Product and shall promptly delete, (or, upon request of Cox, return) or copies of materials provided by Cox to Customer in connection with such Subscription. Cox will have no obligation to store, retain, delete or return Customer Data Input. Any unpaid Fees shall be immediately due and payable.
- (b) Multiple Subscriptions. In the event that only a particular Order Form is terminated, this Master Agreement and all other Order Forms will remain in effect (unless they are dependent on the terminated Subscription, in which case the dependent Subscriptions will also be terminated).
- (c) Fees. If a Subscription to a Cox Product is terminated, but one or more other Subscriptions to Cox Products remain in effect under such Order Form, then Cox may adjust the Fees for the Subscriptions to the remaining Cox Products to be consistent with the Fees that would have been charged had Customer subscribed to only the remaining Cox Products. Any unpaid Fees will be immediately due and payable.

3.3 Suspension. Cox may at any time suspend Customer's access to and use of a Cox Product if Cox reasonably believes that such access or use presents a threat or harm to the Cox Product, Cox or its other customers. Cox will lift such suspension promptly after being reasonably assured that the threat or harm is no longer present.

**4. Use Restrictions.** Customer shall not (and shall ensure that its Representatives do not), use or access any Cox Product or Third Party Materials in a manner not expressly authorized under this Master Agreement, Exhibits, applicable Additional Terms or Order Form, including, without limitation, to:

- 4.1 Offer, sell, rent, lend, lease, license, pledge, transfer, distribute, display, commercialize, publish, publicly disclose (including onto a server so that it is accessible via a public network such as the Internet), provide access to or otherwise make available to any unauthorized Third Party or use for service bureau or outsourcing purposes any Cox Product or Third Party Materials or any information relating thereto;
- 4.2 Reproduce, copy, modify, translate, reverse engineer, decompile or disassemble any Cox

- Product, or develop or create derivative works of or relating to any Cox Product or Third Party Materials, or any underlying technology or Intellectual Property comprising any Cox Product or Third Party Materials;
- 4.3 Violate any Law or any Intellectual Property rights or other rights of any Third Party or any Cox Affiliate in connection with any use of or access to any Cox Product or Third Party Materials;
  - 4.4 Challenge, cooperate with any Third Party in challenging, or do anything to assist any Third Party in challenging any right or interest that Cox or its Affiliates may have in, or to, any Cox Product;
  - 4.5 Attempt to gain unauthorized access to or disrupt the integrity or performance of any Cox Product or the data contained therein;
  - 4.6 Use a Cox Software Product in combination with any product or service that is not owned, provided, or authorized by Cox;
  - 4.7 Frame or utilize framing techniques to enclose any Cox Product (or portion thereof) without the prior written consent of Cox;
  - 4.8 Upload, store or maintain any Malicious Code, or infringing or unlawful material, on or within a Cox Product or any Third Party Materials;
  - 4.9 Access or use any Cox Product for any purpose (not explicitly authorized on an Order Form) that is competitive with Cox or its products or services, or for purposes of developing or promoting any competing product or service;
  - 4.10 Permit access to or use of a Cox Product by a direct competitor of Cox;
  - 4.11 Use a Cox Product to harvest, collect, share, or assemble PII regarding any of Customer's customers (including any website users) without such customers' informed consent;
  - 4.12 Use a Cox Product for purposes of product evaluation, benchmarking or other comparative analysis without Cox's prior written consent;
  - 4.13 Publish, transfer, license, distribute or export any data from any Cox Product (other than by using the content export function, if any, provided as part of the applicable Cox Product), provided that in no event may Customer use such exported data other than in the ordinary course of its business (however, use in the ordinary course of business is only permitted if such ordinary course does not include offering, licensing, selling publishing or otherwise distributing data to Third Parties);
  - 4.14 Scrape or data-mine a Cox Product or any other product, service, application or website of Cox or its Affiliates (including through the use of any robot, spider or other automated device);
  - 4.15 Store, maintain or transmit PII to or through a Cox Product that is not intended to be used to process or receive PII, or transmit to Cox or any Cox Product other personal information, or any information otherwise considered sensitive under Laws, of any kind without prior written consent of Cox;



- 4.16 Disclose any Credentials relating directly to any Cox Product or any Third Party Interfaces integrated therewith;
- 4.17 Remove from or alter any Cox Marks on a Cox Product; or
- 4.18 Make any representations or warranties regarding the functionality or performance of a Cox Product.
- 4.19 Enter or permit entry of Cox Data Output or any other 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.

The restrictions above also apply to any technology, materials or Intellectual Property provided to Customer hereunder in connection with the Cox Product (e.g., Cox application program interfaces). For purposes of clarity, unless expressly set forth otherwise in the applicable Additional Terms or Order Form, the rights and licenses granted to Customer with respect to the Cox Product shall extend to Customer only, and not to any Affiliate or related party of Customer.

## 5. Fees and Payments.

### 5.1 Fees.

- (a) In exchange for the rights granted to Customer herein, Customer will pay to Cox the Fees in the manner provided in the applicable Order Form. Unless otherwise specified in such Order Form, all Fees are: (i) non-refundable; and (ii) payable in United States Dollars within thirty (30) days from the date of the invoice.
- (b) Certain Cox Products may require or permit payment via ACH. For such Cox Products, Customer acknowledges and agrees that the Fees will be deducted from Customer's bank account via ACH at the time the Fee is incurred. Customer hereby authorizes Cox (and/or its designee) to make such deductions.
- (c) Certain Cox Products may permit payment by credit card, subject to applicable minimums, maximums and other conditions set from time to time. By electing (if permitted for the applicable Cox Product) to pay by credit card, Customer acknowledges that an additional fee may be charged by Cox for all payments made by credit card, subject to applicable state laws.

5.2 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. Customer will also be liable for all collection agency fees and reasonable attorneys' fees payable by Cox or its Affiliates in connection with enforcing Customer's payment obligations. In the event of any dispute with respect to an invoice, Customer 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.

5.3 Financial Information. Customer agrees that Cox may, at any time (1) seek and review information relating to the financial condition or creditworthiness of Customer, including obtaining a credit report on Customer or other information relating to Customer 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 Customer or collecting any outstanding debt owed by Customer.

5.4 Taxes. Except for taxes based upon the net income and property of Cox, or absent a valid exemption certificate, Customer will be solely responsible for any taxes or other assessments imposed by governmental authorities in connection with Customer's use of or access to any Cox Product ("**Customer Taxes**"). Except where explicitly noted otherwise (or where a current, valid exemption certificate from the applicable taxing authority has been provided by Customer to Cox), Fees quoted for Cox Products do not include any applicable Customer Taxes. To the extent Cox is required to collect and remit Customer Taxes, such Customer Taxes will be separately itemized on the applicable invoice or upon Customer request. Any and all Customer payments under this Agreement will be made without deduction or withholding. If Customer 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.

5.5 Right to Increase Fees Annually. Cox reserves the right to increase Fees for a Cox Product at any time, but only once each calendar year, by providing Email Notice to Customer at least forty-five (45) days in advance.

**6. Proprietary Rights.** Except for the rights expressly granted to Customer under the applicable Exhibit, Additional Terms or Attachment:

6.1 Rights to Cox Products and Third Party Materials. Except for the rights expressly granted to Customer under any Additional Terms or Order Form, Customer will not have any right, title or interest in or to any Cox Product, Third Party Materials or any other technology, materials or Intellectual Property of Cox, its Affiliates or Third Party Licensors, and nothing herein will effect a transfer of any Intellectual Property rights or any other ownership rights away from Cox, its Affiliates or Third Party Licensors. Cox and its Affiliates, Third Party Licensors and partners, as the case may be, reserve and retain all of their Intellectual Property rights and ownership rights, including to Third Party Materials.

6.2 Third Party Licensor Rights; No Other Third Party Beneficiaries. This Master Agreement is not intended to confer upon any person or entity other than the Parties any rights hereunder, except that a Third Party Licensor may enforce this Master Agreement as a third party beneficiary solely with respect to use of any of its Third Party Materials; and neither Customer nor Cox may modify or terminate any of Customer's obligations in a way that would adversely impact the rights of any such Third Party Licensor.

6.3 Analytics Data. Customer acknowledges and agrees that, as between the Parties, Cox (along with its Affiliates) owns and has the right to freely use and disclose Analytics Data for its business purposes, provided that Analytics Data may not be disclosed in a manner that identifies, or otherwise associates, Customer with such data.

6.4 Cox Data Output. Cox shall retain exclusive ownership of all rights, title and interest in and to any and all Cox Data Output, except to the extent of any license explicitly granted to Customer under the applicable Order Form. Cox Data Output shall constitute Confidential Information of Cox. Customer will not (and will not allow any Representative to) use, sell, rent, transfer, distribute, or otherwise monetize or disclose or make available Cox Data Output in any form for any other purpose without Cox's prior written consent

expressly authorizing the specific use and/or disclosure. Except to the extent explicitly contemplated by authorized use of the applicable Cox Product, Customer will not combine (and will not allow any Representative to combine) the Cox Data Output with any data of Customer or any Third Party or, without limiting the foregoing, attempt to reidentify any Cox Data Output received from Cox in anonymized form by combining it with any personally identifiable information. Cox Data Output that has been formatted, processed, or subjected to any other process or procedure (proprietary or otherwise) by Customer, its Representative or any other Third Party shall remain Cox Data Output solely owned by Cox in its entirety and subject to all requirements of this Section 6.4.

- 6.5 Credentials. Cox will issue Credentials to Customer, and Customer will keep Credentials confidential and secure, and prevent such Credentials from being disclosed to or used by any person or party other than in accordance with this Master Agreement and the applicable Order Form. Customer shall immediately report in writing to Cox (Email Notice will be sufficient) any unauthorized access, use or disclosure of any Credentials, Cox Products, or any other account information of Customer. Customer will be responsible and liable for all actions taken through or under any Credentials issued to Customer in connection with the use of any Cox Product, whether such actions are taken by a Representative, system or otherwise.
- 6.6 Modifications. Cox reserves the right, from time to time, to make Modifications to any Cox Product; provided, however, that Cox will not materially diminish the functionality of a Cox Product during the Subscription Term. Unless there is a separate agreement between Cox and Customer to the contrary, each such Modification may be made generally available to all Cox customers that subscribe to the applicable Cox Product. Unless expressly provided otherwise in the applicable Order Form, any updates or adjustments necessary to optimize consumption by Customer of a Cox Product following a Modification are responsibility of Customer.
- 6.7 Customer Feedback. Customer also acknowledges and agrees that any Feedback from Customer (including from any of its Representatives) is submitted without any restrictions or expectations of confidentiality. As such, Customer (on behalf of itself and its Customer Representatives) 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.
- 6.8 Cox Marks. Customer acknowledges that no rights or licenses are being granted to Customer or any Representative of Customer with respect to any Cox Marks, and Customer will obtain the written consent of Cox prior to any use or display of any Cox Mark by Customer or any Representative of Customer. Cox (and its Affiliates) will retain all intellectual property rights and all ownership rights in and to the Cox Marks.

## **7. Confidential Information.**

- 7.1 Confidentiality Obligations. 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. The Receiving Party agrees not to use any Confidential Information of the Disclosing Party for any purpose other than as permitted pursuant to this Master Agreement, and (except as otherwise authorized by the Disclosing Party in writing) agrees to disclose Confidential

Information of the Disclosing Party only to its Representatives who need to know such information for purposes of fulfilling such Party's obligations or exercising such Party's rights hereunder.

- 7.2 Compelled Disclosure. If the Receiving Party is compelled to disclose any Confidential Information of the Disclosing Party to comply with the law or a binding court or governmental order, prior to any such compelled disclosure, the Receiving Party shall assert the confidential nature of the Confidential Information against the Third Party seeking disclosure. Where the compelled disclosure is part of a civil proceeding to which the Disclosing Party is a party, the Receiving Party will (at the request and expense of the Disclosing Party) provide reasonable assistance to the Disclosing Party should the Disclosing Party seek judicial relief in blocking or limiting such disclosure or use of the Confidential Information. In the event that relief against disclosure is not obtained by the date by which the Receiving Party must comply with the request, the Receiving Party will be entitled to disclose the Confidential Information, but only as, and to the extent, necessary to legally comply with such compelled disclosure. The Receiving Party will use commercially reasonable efforts to obtain assurances from the applicable court or other authority mandating disclosure that such Confidential Information will be afforded confidential treatment, in whole or in part. This Section 7.2 will survive any termination of this Master Agreement.
- 7.3 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.
- 7.4 No Implied Rights. Each Party's Confidential Information will remain the property of that Party. Nothing contained in this Section 7 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 right or license to the Confidential Information of the other Party.
- 7.5 Press Releases. Neither Party will issue a press release or make any other public announcement or disclosure concerning the entry into, modification, termination, or content of, this Master Agreement or any Additional Terms or Order Form, except with the prior written consent of the other Party and except for such disclosures as are required by Law made in accordance with Section 7.2.

## **8. Representations and Warranties.**

- 8.1 By Cox. Cox represents and warrants to Customer that:
- (a) Cox will comply at all times with all applicable Laws in connection with its making available any Cox Product, including applicable Privacy Laws;
  - (b) Cox is the owner and/or the licensee of all Intellectual Property rights in and to all Cox Products, and has all necessary rights and licenses to fulfill its obligations and grant all rights granted to Customer herein;
  - (c) Cox will use commercially reasonable efforts to avoid introducing any Malicious

Code into the Cox Products; and

- (d) Cox has all necessary rights and licenses to make the Third Party Materials available to Customer, subject to the terms and conditions herein.

8.2 By Customer. Customer represents and warrants to Cox that:

- (a) Customer will comply at all times with all applicable Laws in connection with the use of and access to a Cox Product, including all applicable Privacy Laws and Laws relating to unfair competition, deceptive trade practices, advertising, and consumer protection (and upon the request of Cox it will provide Cox with evidence of any required consumer consents);
- (b) Customer's entering into the applicable Order Form does not conflict with or violate any other agreement Customer may have with any Third Party;
- (c) Customer will at all times use commercially reasonable efforts to prevent any Malicious Code from being introduced into the Cox Products through Customer's and its Representatives' use;
- (d) Customer presently maintains, will at all times continue to maintain, and will test periodically, appropriate information security measures and data protection safeguards consistent with industry standards and all applicable Privacy Laws, to ensure reasonable security and confidentiality of Credentials for any Cox Product or Third Party Interfaces, including (i) to protect the security, confidentiality and integrity of such Credentials, (ii) to protect against anticipated threats or hazards to the security, confidentiality and integrity of such Credentials, and (iii) to protect against any unauthorized access to or use of such Credentials;
- (e) Customer shall not provide to Cox personal information, including any sensitive personal information, except (i) if and to the extent contemplated by an applicable Cox Product, or with explicit consent of Cox, (ii) in compliance with Privacy Laws, with proper notice and consent for both parties' collection and use of such personal information as contemplated hereunder, and in compliance with Customer's own privacy policies; and (iii) to the extent Customer has procured all rights, licenses, and consents, and has all power and authority necessary, to provide personal information to Cox and/or to enable Cox's collection of the same; and
- (f) Customer shall cause its Representatives and licensees to act in a manner that at all times ensures compliance with the applicable Order Form (as supplemented hereby and by Additional Terms or Attachments).

## **9. Record Retention, Audit Rights, Materials Review.**

9.1 Record Retention. Customer shall maintain complete and accurate books and records of all uses of Cox Products (including as to the access to, utilization, and display of, any property licensed from Cox) and any other transactions that relate to Cox Products or otherwise take place in connection with this Master Agreement, along with such other information and materials as may be necessary for Cox to verify Customer's compliance with the terms and provisions of this Master Agreement, which obligations shall apply during the Retention Period; provided, however, that if a dispute arises in connection with Customer's use of any Cox Product or otherwise with this Master Agreement, the Retention Period will be

automatically extended until the final resolution of such dispute.

- 9.2 **Audit Rights.** Cox or its designated Representatives shall be entitled to audit all books and records required to be maintained by Customer pursuant to Section 9.1 at any time during the Subscription Term, or during the Retention Period, in each case for purposes of verifying Customer's compliance with the terms and conditions of this Master Agreement. Any audit performed by Cox or its designated Representatives pursuant to this Section 9.2 shall be performed during normal business hours, unless otherwise agreed upon by the Parties. Cox will bear the expenses of any audit conducted pursuant to this Section 9.2, unless such audit discloses that Customer has failed to comply in any material respect with this Master Agreement, Additional Terms or any Order Form, in which case Cox reserves the right to demand (whereupon Customer shall promptly reimburse) such audit expenses in addition to any other rights and remedies available to Cox. Customer agrees to cooperate, and to cause its Representatives to cooperate, in connection with any audit conducted by Cox or its designated Representatives pursuant to this Section 9.2.
- 9.3 **Materials Review.** Upon Cox's request, Customer will make available for Cox review and comment any marketing, sales and/or promotional materials used by Customer with respect to any Cox Product. Further, Customer will incorporate Cox's reasonable suggestions into the materials.

## **10. Indemnification.**

- 10.1 **By Cox.** Cox will indemnify and defend Customer 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 Third Party Claim arises from (a) an allegation that the use of a Cox Software Product in accordance with the applicable Order Form (as supplemented hereby and by Additional Terms or Attachments) infringes or misappropriates such Third Party's Intellectual Property rights, (b) any breach by Cox of any representations or warranties, or (c) any claim with respect to the willful misconduct or gross negligence of Cox.
- 10.2 **By Customer.** 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 Third Party Claim arises from (a) any use of or access to any Cox Product or Third Party Material by or on behalf of Customer (subject to Cox's indemnification obligations in Section 10.1 above), (b) any breach by Customer or any Customer Representative of any representations or warranties, (c) Cox's provision of an integration or otherwise transmitting any data to a Third Party as authorized by Customer, including with respect to data security and use of data, (d) any claim by a retail consumer of Customer or any other purchaser of any vehicle or any other Customer product or service, (e) any claim with respect to the willful misconduct or gross negligence of Customer, or (f) any claim made by a Representative of Customer. Customer must provide prompt and reasonable notifications regarding the ongoing status of any indemnified matter.
- 10.3 **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 Representatives 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.

## 11. Limitations of Liability and Disclaimers.

- 11.1 LIABILITY LIMITATIONS. NEITHER PARTY (INCLUDING, IN THE CASE OF COX, ITS AFFILIATES, AND ITS THIRD PARTIES, INCLUDING ALL THIRD PARTY LICENSORS) 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 ORDER FORM OR THE USE OF ANY COX PRODUCT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ADDITIONALLY, THE AGGREGATE LIABILITY UNDER EACH ORDER FORM OF COX, ITS AFFILIATES AND ITS THIRD PARTIES (INCLUDING ALL THIRD PARTY LICENSORS), ON THE ONE HAND, AND CUSTOMER AND CUSTOMER REPRESENTATIVES, ON THE OTHER HAND, WILL BE EXPRESSLY LIMITED TO AN AMOUNT EQUAL TO THE AMOUNT PAID BY CUSTOMER TO COX (IN THE CASE OF COX LIABILITY) OR THE AMOUNT PAID OR PAYABLE BY CUSTOMER (IN THE CASE OF CUSTOMER LIABILITY) FOR THE AFFECTED COX PRODUCT UNDER THE APPLICABLE ORDER 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 INDEMNIFICATION OBLIGATIONS UNDER SECTION 10 (INDEMNIFICATION); (B) DAMAGES AND LOSSES RESULTING FROM CUSTOMER'S BREACH OF THE RESTRICTIONS IN SECTION 4 (USE RESTRICTIONS), OR (C) A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, INCLUDING WITH RESPECT TO A PARTY'S BREACH OF SECTION 7 (CONFIDENTIAL INFORMATION) OR APPLICABLE PRIVACY LAWS.
- 11.2 DISCLAIMERS. EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN, 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 ANY COX PRODUCT (OR ANY THIRD PARTY MATERIALS OR THIRD PARTY INTERFACES), 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, COX MAKES NO REPRESENTATION, WARRANTY OR COMMITMENT: (A) THE COX PRODUCTS ARE 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; (B) AS TO THE ACCURACY OF ANY CONTENT OR DATA MADE AVAILABLE TO CUSTOMER THROUGH OR IN CONNECTION WITH THE COX PRODUCTS; OR (C) THE COX PRODUCTS WILL OPERATE ERROR-FREE, WITHOUT INTERRUPTION OR IN ACCORDANCE WITH ANY SPECIFICATIONS. IN NO WAY DOES ANY COX PRODUCT OR OTHER MATERIALS OR INFORMATION PROVIDED BY COX OR ITS AFFILIATES (INCLUDING, AS APPLICABLE AND WITHOUT LIMITATION, ANY FORM CONTRACTS, MENUS, DISCLAIMERS, PRIVACY POLICIES, OR TERMS AND CONDITIONS) CONSTITUTE LEGAL ADVICE. COX IS NOT ENGAGED IN THE PRACTICE OF LAW OR IN PROVIDING LEGAL OR COMPLIANCE SERVICES. ACCORDINGLY, CUSTOMER SHOULD CONSULT WITH ITS OWN LEGAL ADVISOR FOR LEGAL ADVICE RELATING TO ANY COX PRODUCT.

## 12. Arbitration and Class Waiver.

- 12.1 Arbitration. Customer agrees to arbitrate any dispute or claim that it may have with Cox or its Affiliates that arises out of or relates in any way to the applicable Order Form or Customer's use of or access to any Cox Product. 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 Customer, any such arbitration will be governed by the provisions of this Section 12.
- 12.2 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 Customer 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 Customer's dispute with Cox, this class waiver will continue to apply in litigation. Customer agrees that this class waiver is an essential element of the agreement between Customer 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.
- 12.3 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 this Master Agreement and any other applicable Additional Terms, Attachments and/or Order Forms between Customer 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 12 in connection with any indemnification claim. Customer 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). Customer also agrees that this Section 12 survives any termination of the Master Agreement.

## 13. Miscellaneous.

- 13.1 Notices. All Legal Notices required or permitted to be given by a Party must be (a) in writing; (b) sent by commercial delivery service or certified mail, return receipt requested



(in each case with a copy by email where an email is specified) to the address specified pursuant to the Legal Notice definition; and (c) 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.

- 13.2 Governing Law and Forum. Any disputes arising from or related to an Order Form will be governed and construed in accordance with the Laws of the State of Georgia, without regard to its conflict of Laws principles. Any action to enforce any arbitration proceeding, and any other legal action, suit or proceeding that is not otherwise subject to mandatory arbitration pursuant to Section 12 of this Master Agreement and arises under or relates to such Order Form, and any Attachments, or the use of any Cox Products, will be filed exclusively in a state or federal court located in Fulton County, Georgia, and Customer consents to such forum and irrevocably and unconditionally waives any objection to the laying of venue in such forum.
- 13.3 Order of Precedence. In the event of any conflict in contract terms, and unless otherwise specified expressly on the Order Form, the order of precedence will be, from highest to lowest priority: (a) the terms appearing in the applicable Order Form, including any Attachment thereto, (b) the terms of Additional Terms, (c) the terms of Exhibits to this Master Agreement, (d) this Master Agreement, and (e) any standard terms, omnibus acknowledgments, data and privacy addenda, certifications, compliance letters or other form agreements (collectively, “Form Instruments”) identifying specific products, contracts or data; and (f) all other Form Instruments.
- 13.4 Amendments and Modifications. Any amendments or modifications of this Master Agreement, Exhibits, Additional Terms, Attachments, or the applicable Order Forms will only be effective if in writing and signed by each Party. Any modifications to Section 13.3 shall only be effective if specifically referring to Section 13.3.
- 13.5 Construction. Contract terms will not be interpreted strictly against a Party by virtue of such Party’s role in preparing or drafting them.
- 13.6 Force Majeure. . Neither Party will be liable for any failure or delay in performing any obligation (except the requirement to pay Fees when due) to the extent such failure or delay is attributable to causes beyond its reasonable control. Such causes include natural catastrophes, public health emergencies, strikes or labor difficulties, embargo or other governmental restraint to commerce, supplier delays, materials shortages, cyberattacks, internet or Third Party hardware or service failures, telecommunication failures, any act of God, acts of war or terror (including any state-sponsored criminal acts), or other condition or event outside a Party’s reasonable control, to the extent not occasioned by the fault or negligence of the delayed Party.
- 13.7 Entire Agreement. Each Order Form (together with this Master Agreement, all applicable Exhibits, Additional Terms, and any Attachments) constitutes a separate, entire agreement between the Parties with respect to the subject matter thereof and supersedes all prior agreements and understandings between the Parties with respect to such matters, whether oral or written. No terms stated in any other Customer purchase order, privacy agreement, vendor agreement or other Customer form agreement will be incorporated into or form any part of the applicable Order Form (including this Master Agreement and any Attachments) unless such document is signed by an officer of Cox and explicitly references such Order Form and states that it is intended to modify such Order Form. Notwithstanding anything

herein to the contrary, to the extent there is any conflict between this agreement and other agreements Customer currently has, has had in the past, or may have in the future with Cox Automotive, Inc. or its Affiliates regarding products or services outside the scope of the Order Form, those other agreements will continue to control with respect to such products and services.

- 13.8 Non-Waiver and Severability. The failure of either Party to enforce any provision of this Master Agreement will not be deemed a waiver of such provision or of the right of such Party thereafter to enforce such provision. 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.
- 13.9 Headings. The headings used in this Master Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.
- 13.10 Remedies Cumulative. Except as otherwise expressly provided in the applicable Order Form (including this Master Agreement, any Additional 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 Order Form, or at law or in equity.
- 13.11 Survival. In addition to any provisions above that expressly state that they survive termination, 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.
- 13.12 Assignment. Customer may not assign the applicable Order Form or any rights or obligations under such Order Form, whether by operation of Law, Change of Control or otherwise, without the prior written consent of Cox (which may be withheld in its sole discretion). Cox may assign the applicable Order Form upon Email Notice to Customer.

## EXHIBIT A – COX DATA PRODUCTS

This Exhibit supplements the Master Agreement with the following additional terms and conditions that apply to each Subscription that includes one or more Cox Data Products:

1. **Definitions.** The following capitalized terms will have the corresponding meanings provided below:
  - 1.1 **“Permitted Use”** means, with respect to any Cox Data Product, the permitted uses specifically set forth in the applicable Additional Terms or Order Form.
2. **License Grant.**
  - 2.1 Rights to Cox Data Product.
    - (a) For each Cox Data Product selected on an Order Form, conditioned expressly on Customer’s compliance with all terms and conditions applicable to such Subscription (including limitations set for in the Master Agreement and any applicable Additional Terms), Cox hereby grants to Customer a limited, non-exclusive, revocable and non-transferable right and license during the applicable Subscription Term to access and use such Cox Data Product solely for the Permitted Use set forth therefor and solely within the United States.
    - (b) The Cox Data Product will be provided or made available to Customer in the manner, format and frequency set forth in the applicable Order Form, or in such other manner, format or frequency as determined by Cox from time to time and solely within the United States.
  - 2.2 Customer Data Input. As to any API call data or other Customer Data Input required to query for and receive the applicable Cox Data Output, Customer grants Cox, its Affiliates, and their respective service providers hereunder the right to access, store, process and use such Customer Data Input in connection with Customer’s use of a Cox Data Product; for Cox and its Affiliates’ lawful business purposes, including for internal analytics and product improvement (provided that any external use or disclosure will only be made in a manner that aggregates Customer Input Data with other Cox data and does not identify or otherwise associate Customer with such data); and otherwise for the benefit of Customer.
3. **Termination.** In addition to the Parties’ respective rights under Section 3 of the Master Agreement, Cox may terminate any Subscription to a Cox Data Product at any time by 30-day notice to Customer. To the extent Cox Data Output had been explicitly authorized by the applicable Permitted Use to be incorporated in Customer Product in an irreversible manner, the Cox Data Output received and incorporated therein (all as authorized) prior to termination, may remain incorporated therein following termination; provided, that any such Cox Data Output will continue to be subject to this Master Agreement and the applicable Additional Terms.
4. **Indemnification.** In addition to Customer’s indemnification obligations in Section 10 (Indemnification) of the Master Agreement, 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 Third Party Claim: arises from any use of a Cox Data Product or disclosure of Cox Data Output (even if such use or disclosure was in connection with a Permitted

Use), unless such claim alleges that the Cox Data Output, in the format made available to Customer by Cox and irrespective of any use or disclosure by Customer, violates the intellectual property rights of any Third Party.

5. **DISCLAIMER; LIMITATION OF LIABILITY.** EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN, ANY COX DATA PRODUCT WILL BE PROVIDED SOLELY ON AN “AS IS” AND “AS AVAILABLE” BASIS. IN ADDITION, NOTWITHSTANDING ANYTHING TO THE CONTRARY IN SECTION 11.1 OF THE MASTER AGREEMENT: (A) LIMITATIONS THEREIN SHALL NOT APPLY TO DAMAGES AND LOSSES RESULTING FROM CUSTOMER’S BREACH OF SECTION 2 OF THIS EXHIBIT A; (B) LIABILITY OF COX AND ITS AFFILIATES OF ANY KIND WITH RESPECT TO ANY COX DATA PRODUCT, IN THE AGGREGATE SHALL NOT EXCEED FEES PAID TO COX FOR SUCH COX DATA PRODUCT, IF ANY, DURING THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE CLAIM AT ISSUE FIRST AROSE.

## EXHIBIT B – COX SOFTWARE PRODUCTS

This Exhibit supplements the Master Agreement with the following additional terms and conditions that apply to each Subscription that includes one or more Cox Software Products:

1. **Definitions.** The following capitalized terms, will have the corresponding meanings provided below:
  - 1.1 “**Authorized Instance**” means, as applicable, Customer’s single physical location, website, enterprise management system, DMS instance, or such other single instance as specified in the applicable Order Form where the applicable Cox Software Product is authorized to be used.
  - 1.2 “**Authorized Representatives**” means Representatives of Customer who have been authorized to receive Credentials to access a Cox Product in accordance with this Master Agreement, and any applicable Additional Terms, Order Form or Attachments.
  - 1.3 “**Beta Version**” means a software, service, product or feature that has not been generally released by Cox, which may be provided on a testing, pilot or evaluation basis.
  - 1.4 “**Buy-Sell**” means a sale or similar transfer by an existing Customer of an Authorized Instance (such as single physical location) where the transferee is seeking to maintain access to a Cox Software Product.
  - 1.5 “**Complimentary Feature**” means a Cox Software Product, or feature thereof, or a similar product or service, which may be offered for no additional fee in connection with a Subscription to a different Cox Software Product.
  - 1.6 “**Customer Instance**” means the discrete data store that Cox allocates to a given Authorized Instance of a Customer for the applicable Cox Software Product.
  - 1.7 “**Customer Resources**” means Customer-utilized systems, content or materials (including those licensed from Third Parties, or purchased or developed by Customer) that may be, as applicable, integrated with a Cox Software Product or transmitted, uploaded or otherwise submitted to a Cox Software Product.
  - 1.8 “**DMS**” means a dealer management system, which is an enterprise management information system used by a Customer.
  - 1.9 “**Mobile Application**” means a mobile or tablet website or application.
  - 1.10 “**Personal Information**” is defined in the Data Processing and License Addendum to this Exhibit B.
  - 1.11 “**Third Party Interface**” means any interface utilized for any integration between a Cox Software Product and a Third Party Licensor’s product.
2. **Cox Software Products.**
  - 2.1 Access to Cox Software Products. During the Subscription Term, Cox will make the

applicable Cox Software\_Product available through a website or URL for Customer's and its Authorized Representatives' access and use in the Territory. Except as otherwise expressly provided in the applicable Order Form, any Additional Terms and/or any applicable Attachments, Customer will be solely responsible for any software, hardware, connection, and other equipment, along with technical specifications which Cox may update from time to time, in each case as necessary for Customer and its Authorized Representatives to access and use any Cox Software Product.

- 2.2 Authorized Representatives. As necessary to access a Cox Software Product, and subject to any limitations on the number of administrative and other users with authorized access credentials in the applicable Order Form or any technical documentation, Cox will issue administrative Credentials to Representatives of Customer, whereupon such Authorized Representatives with administrative user status will be enabled to issue Credentials to additional Authorized Representatives. Customer shall cause its Representatives to keep Credentials confidential and secure, and shall prevent such Credentials from being disclosed to or used by any person or party other than, in each case, an Authorized Representative to whom the Credentials are issued. Customer shall immediately report in writing to Cox (Email Notice will be sufficient) any unauthorized use or disclosure of any Credentials or any other account information of Customer. Customer will be responsible and liable for all actions taken through or under any Credentials issued to Representatives of Customer in connection with the use of any Cox Software Product, whether such actions are taken by an Authorized Representative or otherwise.
- 2.3 Authorized Instances. Unless otherwise specifically set forth on the applicable Order Form, Subscriptions to Cox Software Products are provided on a "per-instance" basis, meaning that each such Subscription is specific to, and may only be used for and by, one Authorized Instance.
- 2.4 Cooperation and Access to Authorized Instances. If Customer subscribes to a Cox Software Product that requires Customer action or cooperation prior to implementation or that requires Cox to access an Authorized Instance to complete setup services, Customer agrees it will complete all necessary actions and, as applicable, will allow Cox personnel or contractors to access its premises, as needed, to set up the Cox Software Product. Cox may treat Customer's failure to complete such required actions within a reasonable time determined by Cox, or Customer's failure to allow Cox such access within twenty (20) days of Cox's request for entry, as a material breach.
- 2.5 Integration with Customer Resources. To the extent integration is required between Customer Resources and a Cox Software Product, (a) Customer grants Cox, its Affiliates and its service providers permission to access such Customer Resources for the purpose of providing such integration; and (b) Customer consents to the installation of hardware connectors, software connectors and/or other custom programs on Customer's local area network and/or computer workstations, and the enablement and use of passwords to access the Customer Resources by Cox, its Affiliates and its designees.
- 2.6 Third Party Materials Made Available by Cox. A Cox Software Product may integrate with, incorporate or otherwise offer access to certain Third Party Materials. Third Party Materials are offered and made available by the applicable Third Party Licensor, and not by Cox, and, as such, may be used, edited, reproduced and distributed by such Third Party Licensors outside the scope of this Master Agreement and without Cox's knowledge. Any use of any Third Party Materials by Customer or its Representative is subject not only to the terms and conditions applicable to the Cox Software Product, but also any applicable

Third Party Terms and Conditions. Customer will notify Cox promptly if Customer's relationship with any Third Party Licensor to which Cox provides integration on behalf of Customer terminates. Cox is not responsible or liable to Customer or any other party for any Third Party Materials or any use thereof by Customer or its Representative. Neither Party may modify or terminate any of its respective obligations under this Master Agreement, any Additional Terms or any Attachments in a manner that would impact the rights of any such Third Party Licensor adversely.

If a Cox Product integrates with any Third Party Materials, Customer expressly authorizes and grants permission to Cox and its Affiliates to: (a) substitute one form of integration for another, even in cases where Customer subscribed for a particular Cox Software Product with a "certified" integration, or (b) immediately discontinue providing any integration or any part thereof if Cox, in its sole discretion, determines that it no longer has the right or ability to provide such integration for any reason. In either case, Customer's Subscription to the applicable Cox Software Product will continue in full force and effect and Cox may adjust Customer's Fees as reasonably appropriate.

## 2.7 Mobile Applications.

- (a) Certain Cox Software Products may, from time to time, be made available through a Mobile Application, which allows Customer and its Authorized Representatives to use and access the applicable Cox Software Product (or certain features or functionality thereof) via a mobile or tablet device. To use any Mobile Application, the applicable Authorized Representative must have a mobile or tablet device that is compatible with such Mobile Application. For clarity, such access and use of Cox Software Products (or any portions thereof) through a Mobile Application will be subject to this Master Agreement and any applicable Additional Terms and Attachments.
- (b) Customer acknowledges that Cox may from time to time issue upgraded versions of any Mobile Application, and in certain cases, Cox may automatically and remotely upgrade the version of such Mobile Application that Customer and its Authorized Representatives are using on their respective mobile devices. Customer consents (on behalf of itself and its Authorized Representatives) to any such automatic and remote upgrading on the mobile devices of Customer and its Authorized Representatives.

**3. Dealer Customers with Third Party DMS.** Where Customer is an automotive dealer using a Third Party DMS service, Cox will not object to Customer obtaining from the applicable DMS vendor the details as to the specific DMS data fields which Cox (or its Affiliate) is enabled to access in order to provide the Cox Software Products.

**4. Additional Fees.** In addition to Section 5 (Fees and Payments) of the Master Agreement, above:

- 4.1 Conversion Fees. Cox may charge conversion or migration Fees, as may be further described in an Order Form, Additional Terms or Attachments, related to a change in Customer's DMS vendor or other Customer-utilized systems during the Subscription Term. Such conversion or migration Fees will be invoiced at the end of the month in which such Fees are incurred.
- 4.2 Integrations. This paragraph will apply to the extent integration with Customer-utilized systems or Third Party Materials is applicable to the Cox Software Product. Customer is

responsible for paying any data integration surcharges associated with the applicable Third Party Materials in order for Customer to utilize any integration. Cox reserves the right to implement integration surcharge adjustments in connection with Customer's use of Third Party technology, software or services integrated with a Cox Software Product, including Customer-utilized systems and Third Party Materials as may be applicable. If Cox expects to implement any such data integration surcharge adjustments, Cox will endeavor to provide Customer with Email Notice reasonably in advance. Further, and without limiting Cox's rights and remedies, if Customer fails to pay timely the Subscription Fees and data integration surcharges for a Cox Software Product, Cox may suspend the integration for such Cox Software Product and charge Customer an additional one-time Fee (at Cox's then standard rate) in order to reactivate the integration. In addition, if, at any time, Customer requests Cox to provide integration for new systems or Third Party Materials, Cox may charge Customer additional one-time Fees and monthly integration surcharges; provided such one-time fees and monthly surcharges will not exceed the then-current amounts that Cox is charged by the applicable Third Party offering such systems or Third Party Materials.

**5. Beta Versions and Complimentary Features.** From time to time, Cox may enable Customer for Beta Versions or Complimentary Features, in which case the following additional terms will apply:

5.1 Beta Versions. Beta Versions are offered at the sole discretion of Cox to interested customers. As the name implies, Beta Versions are not commercial launch versions, are not guaranteed to work properly, and may cause other parts of Customer's system, or any Cox Product with which the Beta Version interacts, to not work properly. Notwithstanding anything to the contrary in the Master Agreement, any Exhibit, any Additional Terms, or any Order Form, Customer assumes any and all risks associated with Beta Versions, including as to privacy and security. Cox may extend or discontinue Customer's existing access to a Beta Version at any time without notice. Cox may (at its option) require Customer to enter into a separate testing agreement in order to receive access to a Beta Version. Nothing in this Section or Exhibit shall be construed to confer any ownership or other proprietary rights to Customer in any Beta Versions provided by Cox.

5.2 Complimentary Features. From time to time, Cox may (at the sole discretion of Cox) provide, or enable Customer to access, one or more Complimentary Features. While so provided or enabled, a Complimentary Feature shall be subject to the Master Agreement, this Exhibit, and any Additional Terms applicable thereto. Cox may extend or discontinue Complimentary Features at any time without notice. Customer may request to discontinue its access to a Complimentary Feature at any time by Legal Notice to Cox. Nothing in this Section or Exhibit shall be construed to confer any ownership or other proprietary rights to Customer in any Complimentary Features provided by Cox.

**6. Data.** The following provisions will govern the use of data in connection with Cox Software Products:

6.1 Customer Data Input. As to any Customer Data Input that is Personal Information, the rights to, and use of, such Personal Information are governed by the Data Processing and License Addendum to this Exhibit A. As to all other Customer Data Input, Customer grants Cox, its Affiliates, and their respective service providers hereunder the right to access, store, process and use such Customer Data Input in connection with Customer's use of a Cox Software Product, for Cox and its Affiliates' lawful business purposes, including for internal analytics and product improvement (provided that any external use or disclosure will only be made in a manner that aggregates Customer Input Data with other Cox data



and does not identify or otherwise associate Customer with such data); and otherwise for the benefit of Customer. As applicable to a Cox Software Product, Customer may request that Cox transmit Customer Data Input to a Third Party, and, upon such request, Cox will hereby be permitted to do so.

6.2 Accuracy and Content. Without limiting the generality of the disclaimers in Section 11.2 (Limitations of Liability and Disclaimers) of the Master Agreement, Customer acknowledges that CUSTOMER IS SOLELY RESPONSIBLE FOR THE ACCURACY AND CONTENT OF ALL CUSTOMER DATA INPUT. THE COX SOFTWARE PRODUCTS ARE INTENDED ONLY TO FACILITATE THE MANAGEMENT AND OPERATION OF CERTAIN ASPECTS OF CUSTOMER'S BUSINESS AT THE AUTHORIZED INSTANCE(S).

**7. Change of Control of an Authorized Instance (Buy-Sell).** Any attempted Buy-Sell shall be null and void without written consent of Cox (which consent may be granted or denied, in whole or in part, in the sole discretion of Cox). In the event Cox receives a request from Customer or a transferee of Customer in connection with a Buy-Sell:

- (a) Cox shall be entitled to (but not obligated to) rely on Customer statements or instructions in connection with a Buy-Sell, including as to the identity of transferee, assets being transferred and timing of sale.
- (b) Cox may require Customer and/or its transferee to execute and deliver a joint statement detailing the Buy-Sell instructions in form and substance satisfactory to Cox.
- (c) Customer remains responsible for adjusting or cancelling the applicable Subscriptions and remains responsible for Fees incurred in each case until the date of cancellation.

**8. Additional Representations and Warranties.** In addition to any other representations and warranties in the Master Agreement, Customer represents and warrants to Cox that:

- (a) Customer will make commercially reasonable efforts to ensure that any and all Customer Data Input provided hereunder will be kept true, accurate and complete, in all material respects, throughout the applicable Subscription Term, and will inform Cox of any inaccuracies promptly after Customer discovers them.
- (b) Customer has and will maintain all notices, consents, rights and licenses necessary to provide and make available to Cox and its Affiliates the Customer Data Input and Customer Resources to use in accordance with the terms of the applicable Order Form, the Master Agreement, this Exhibit, and the applicable Additional Terms, and to enable the parties' lawful processing of Customer Data Input contemplated hereunder and that such use will not infringe or violate any rights of any Third Party.
- (c) For any integrations between a Cox Software Product and Customer-utilized systems, including a DMS, Customer has all rights and licenses necessary to grant Cox and its Affiliates access to such systems and the applicable data stored thereon, and any access, polling, copying, extraction and downloading of, modifying and exporting such data by Cox and its Affiliates in accordance with the applicable Order Form does not and will not infringe or violate any rights of any Third Party.

**9. Indemnification.** In addition to Customer's indemnification obligations in Section 10 (Indemnification) of the Master Agreement, 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 Third Party Claim arises from (a) any use of or access to any Personal Information by Cox and its Affiliates in accordance with the applicable Order Form (including this Exhibit, the Master Agreement and any Attachments); and (b) any Buy-Sell (or attempted Buy-Sell) that transferred (or attempted to transfer) any services from or to Customer.

## DATA PROCESSING AND LICENSE ADDENDUM TO EXHIBIT B

### 1. Definitions

- (a) **“Affiliate”** of Cox means any entity that directly or indirectly (through one or more intermediaries) controls, is controlled by, or is under common control with Cox, where “control” means either the power to direct the management or affairs of the entity or ownership of 50% or more of the voting securities of the entity. Without limiting the generality of the foregoing, affiliates of Cox shall include all entities in which Cox Enterprises, Inc. holds a fifty percent (50%) or greater direct or indirect (e.g., through one or more subsidiaries or Affiliates) interest.
- (b) **“Controller”** means the business, entity, organization, or other natural or legal person that, alone or jointly with others, determines the purposes and means of data processing with respect to the Parties.
- (c) **“Customer Personal Information”** means any Customer Data Input that is Personal Information.
- (d) **“Individual”** means an identified or identifiable data subject, consumer, or other natural person to whom the Customer Personal Information relates.
- (e) **“Processor”** means the service provider, data processor, or other natural or legal person engaged to process Customer Personal Information on behalf of the Controller.
- (f) **“Processing”** (and the related terms **“process”**, **“processes”**, and **“processed”**) means any operation or set of operations performed upon Customer Personal Information, including access, alteration, collection, combination, destruction, disclosure, dissemination, erasure, organization, retrieval, storage, structuring, transfer, and use.
- (g) **“Sensitive Data”** means (1) national identification numbers; (2) complete financial account numbers and other financial and credit information; (3) account passwords; (4) genetic, biometric, or health data; (5) racial or ethnic information; (6) political or religious affiliation; (7) trade union membership; (8) information about sex life or sexual orientation; (9) criminal records; or (10) other information identified as sensitive or a special category of Customer Personal Information under Applicable Data Protection Laws.
- (h) **“Subprocessor”** means any entity engaged by Processor to assist with fulfilling obligations with respect to providing the services requested by Cox.
- (i) All other defined terms from Applicable Data Protection Laws that appear in this Addendum, such as “business purpose,” “commercial purpose,” “collect,” “sell,” and “service provider” will each have the meaning ascribed to them in the relevant Applicable Data Protection Law.

## 2. Use and Ownership of Customer Personal Information

- (a) Co-Ownership. The Parties agree and acknowledge that Customer Personal Information collected by or through a Cox Product is co-owned and co-controlled by Customer and Cox (except where Cox is designated solely as a ‘Processor’ for the applicable Cox Product on the Order Form). Customer grants Cox an unlimited, nonexclusive, transferable, irrevocable license to use, transmit, store, or otherwise process such Customer Personal Information for any lawful business purpose; provided that any external use or disclosure thereof by Cox, its Affiliates or their service providers (unless for the benefit of Customer) does not identify or otherwise associate Customer with such data.
- (b) Processing Services. The Parties agree and acknowledge that, for any Cox Product, Cox may also provide Processing services to Customer (referenced herein as the “Processing Services”). With respect to any Customer Personal Information for which Cox is providing solely Processing Services, Cox agrees to:
- i. protect and secure Customer Personal Information as required under all Applicable Data Protection Laws, including implementing and maintaining administrative, technical and physical safeguards that shall, at a minimum, comply with applicable U.S. federal, state, and local laws and regulations;
  - ii. ensure that all Cox personnel with access to Customer Personal Information are (1) informed of the confidential nature of the Customer Personal Information; (2) aware of relevant obligations under this Addendum; (3) regularly provided with training on privacy and data protection at least annually; and (4) subject to appropriate confidentiality obligations with respect to Customer Personal Information;
  - iii. have in place written procedures to enable Processor to respond quickly to any unauthorized access to, misappropriation of, loss of, damage to, or other compromise of the security, integrity, availability, or confidentiality of Customer Personal Information (a “Security Incident”), and in the event of a Security Incident agrees to:
    1. within forty-eight (48) hours notify Customer when Cox becomes aware of any Security Incident affecting Customer Personal Information and take immediate steps to address the Security Incident and mitigate potential harm that may result from the Security Incident which shall include taking all appropriate corrective action, at Cox’s sole cost and expense, to prevent a recurrence of such Security Incident;
    2. provide detailed, timely information to Customer about the Security Incident, including a description of what happened, the potential consequences of the Security Incident, and Cox’s mitigation and remediation measures, as such information becomes known; and
    3. assist Customer with performing all remediation efforts required by the Applicable Data Protection Laws or that have been required by any governmental authority in similar circumstances, regardless of whether Applicable Data Protection Laws explicitly imposes such remediation

obligations. Remediation efforts may include without limitation (a) notifying Individuals whose Customer Personal Information may have been affected; (b) establishing websites and toll-free telephone number(s) for affected individuals to receive assistance; (c) provision of free credit reports, credit monitoring and repair, and identity restoration products and insurance products for affected Individuals; (d) reimbursement for the costs of placing a freeze on a consumer credit file and likewise for the costs of unfreezing the same consumer credit file; (e) investigation and resolution of the causes and impacts of the Security Incident; and (f) such other reasonable measures in light of the severity of the Security Incident (collectively, "Remediation Measures"). Cox shall be solely responsible for the costs and expenses of all Remediation Measures;

- iv. if Cox engages any Subprocessor for Processing of Customer Personal Information, Cox will have a written contract with such Subprocessor to ensure that Cox can meet its obligations under this Section 2(b);
- v. allow for and cooperate with Customer's monitoring and assessment of Cox's compliance with this Addendum and Applicable Data Protection Laws at reasonable intervals (at least once every 12 months) or upon indication of Cox's non-compliance. Customer will take reasonable measures to limit unnecessary impact on Cox as a result of any review or other compliance checks. Upon written request, Cox will provide reasonably sufficient documentation or information for purposes of verifying Cox's compliance. For the avoidance of doubt, such documentation or information shall be considered to be the Confidential Information of Cox. Cox shall promptly correct any material risks or threats or non-conformance to industry practices identified through such an assessment;
- vi. promptly notify Customer if Cox becomes aware or reasonably believes that it can no longer comply or is currently not complying with this Addendum or Applicable Data Protection Laws;
- vii. if Customer submits to Cox a verified data subject request of a consumer who is a resident in a state with an applicable privacy law, and the request is properly submitted through a method listed in a posted privacy policy of Cox for the applicable Cox Software Product, Cox will, within fourteen (14) business days, fulfill such request or, if such request is not fulfilled, Cox shall inform Customer, in writing (which may be by Email Notice), of the reason(s) the request was not fulfilled.
- viii. Nothing herein prohibits Customer from taking reasonable and appropriate steps consistent with the Agreement to (a) help ensure that Cox uses the Customer Personal Information in a manner consistent with Cox obligations under Applicable Data Protection Laws or (b) remediate unauthorized use of Customer Personal Information.

## EXHIBIT C – CUSTOMER SUBLICENSES, DERIVATIVE PRODUCTS AND MULTI-INSTANCE PRODUCTS

This Exhibit supplements the Master Agreement with the following additional terms and conditions that apply to each Subscription where use of a Cox Product by Customer entails sublicensing, or incorporating a Cox Product or any feature, component or content therefrom into a Customer Product.

**1. Definitions.** The following capitalized terms will have the corresponding meanings provided below:

- 1.1 **“Authorized Licensee”** except as otherwise defined under Additional Terms, means a single Third Party customer or licensee of Customer authorized to use a single instance of a Customer Multi-Instance Product pursuant to a Permitted Use explicitly identified on the Order Form for such customer or licensee.
- 1.2 **“Customer Derivative Product”** means a Customer Product incorporating or sublicensing a Cox Product or any feature, component or content therefrom pursuant to a Permitted Use.
- 1.3 **“Permitted Use”** means, with respect to each combination of one or more Cox Products and Customer Product, the permitted uses specifically set forth in the applicable Order Form.

**2. Sublicensing.**

2.1 Right to Sublicense a Cox Product.

- (a) Notwithstanding the restriction on sublicensing in Section 4.1 of the Master Agreement, where an Order Form explicitly identifies Permitted Use that entails the sublicensing of a Cox Product (or the licensing of a Customer Derivative Product) by Customer to one or more Authorized Licensees sufficiently identified by name or by a type of business, such licensing or sublicensing shall be deemed permitted for the applicable Permitted Use. Nothing herein shall be construed to permit sublicensing to a person or entity that is not an Authorized Licensee.
- (b) Any Permitted Use authorized under Section 2.1(a) above shall be conditional upon Customer having secured from each Authorized Licensee an agreement for the benefit of Cox not to challenge the ownership rights of Cox in the Cox Product (or an agreement not to challenge Customer’s third-party licensors’ rights in the components of the Customer Derivative Product having the equivalent effect for the benefit of Cox).
- (c) Sub-sublicensing, further licensing or incorporation in further derivative products by or through Authorized Licensees is not permitted.

2.2 Additional Representations and Warranties. In addition to any other representations and warranties in the Master Agreement, Customer represents and warrants to Cox that:

- (a) Customer shall at all times maintain an accurate and up-to-date list of Authorized Licensees with respect to each Cox Product and each Permitted Use, as applicable. Unless otherwise specified in an applicable Order Form, Customer shall provide such list to Cox on a monthly basis, no later than five (5) days following the end of

the applicable month, or upon request of Cox at any time during the Subscription Term.

- (b) Customer shall cause its Authorized Licensees to comply at all times with all applicable Laws in connection with the use of and access to a Customer Derivative Product, including all applicable Privacy Laws and Laws relating to unfair competition, deceptive trade practices, advertising, and consumer protection;
- (c) In providing Customer Derivative Product to Authorized Licensees, Customer shall have in all cases secured the rights necessary for the Customer to comply with the applicable Order Form (as supplemented hereby and by Additional Terms or Attachments).
- (d) In providing Customer Derivative Product to Authorized Licensees, Customer shall have in all cases secured the restrictions necessary for the Customer to prohibit any actions or omissions by an Authorized Licensee which, if committed by Customer, would have resulted in Customer breach of the applicable Order Form (as supplemented hereby and by Additional Terms or Attachments), including Section 2.1 hereof; and Customer shall cause each Authorized Licensee to comply with such restrictions.

**3. Indemnification.** In addition to Customer's indemnification obligations in Section 10 (Indemnification) of the Master Agreement, 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 Third Party Claim arises from any use of a Cox Product, Customer Derivative Product or any other product incorporating a feature, component or content from a Cox Product by direct or indirect customers or licensees of Customer.

**4. LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN SECTION 11.1 OF THE MASTER AGREEMENT: (A) LIMITATIONS THEREIN SHALL NOT APPLY TO DAMAGES AND LOSSES RESULTING FROM CUSTOMER'S BREACH OF SECTION 2 OF THIS EXHIBIT C; (B) LIABILITY OF COX AND ITS AFFILIATES OF ANY KIND WITH RESPECT TO ANY COX PRODUCT GOVERNED BY THIS EXHIBIT C, IN THE AGGREGATE SHALL NOT EXCEED FEES PAID TO COX FOR SUCH COX PRODUCT, IF ANY, DURING THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE CLAIM AT ISSUE FIRST AROSE.