



## DEALER.COM WEBSITE SERVICE

### ADDITIONAL TERMS AND CONDITIONS

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

Product Descriptions: “**Website Service**” is a Cox Product supplied by Dealer Dot Com, Inc., a Cox Affiliate (“**Dealer.com**”) that includes the following add-ons, to the extent included in any products/services purchased by Customer in an applicable Order Form:

- **AudioEye Service:** Service that allows Customer to place a widget on a Customer Website to improve accessibility under the Americans with Disabilities Act of 1990 (ADA), as amended, which service is provided by a Third Party;
- **Compliance Protection:** Solution offering shoppers an interface to manage the cookie preferences while visiting Customer Website.
- **Compliance Protection Plus:** A set of tools and services to support the regulatory compliance needs of dealerships. Includes cookie management, advanced accessibility remediations and assurance coverage against accessibility-related claims.
- **Contact At Once Service:** Live chat and mobile messaging service provided by a Third Party;
- **Incentive Management:** Any services and tools that include compiling and automatically populating onto Customer Websites various incentives, such as those offered by Customer, OEMs, and regional OEM sales groups;
- **Inventory Marketing Package:** Service that enables Customer to organize, track and publish its vehicle inventory online;
- **Social Management:** Any services and tools that include enabling Customer to manage its content on social media networks, displaying or syndicating consumer ratings and reviews onto Customer Website and/or publishing responses to posted consumer reviews.
- **Window Stickers:** Service that allows Customer to print Window Stickers Buyers Guides.

Additional Terms and Conditions:

1. Definitions. Capitalized terms used herein without definition have the meanings assigned thereto in the Master Subscription Terms.
  - (a) “**Customer Website(s)**” means any website developed for Customer by Dealer.com pursuant to any Order Form.

- (b) **“Customer Website Information”** means the data and information available on Customer’s public website(s), which may include, but not limited to, images, video, specials, testimonials and OEM content.
- (c) **“Guarantee Amount”** means the lesser of (1) \$7,500 or (2) the cash amount paid by Customer to the person asserting the Claim (as hereinafter defined) to fully resolve the Claim (excluding any attorneys’ fees or expenses).
- (d) **“Guaranteed Period”** means the period beginning on the date of installation of the JavaScript that enables delivery of Compliance Protection Plus and ending on the date on which the applicable Customer Website no longer has installed the JavaScript through which Compliance Protection Plus is delivered.
- (e) **“Incentives Data”** means OEM incentive and rebate information, programs and incentives, whether provided by Dealer.com through Incentive Management tool or otherwise.
- (f) **“Incentive Ads”** means the advertisements automatically created by the Incentive Management tool from the Incentives Data for use with the Website Service or any other applicable Cox Product.
- (g) **“Non-Remediated Items”** means (i) any documents, spreadsheets, pdfs, or other non-website content or files accessible via the Customer Website, (ii) any videos or other multimedia files accessible via the Customer Website (including embedded videos or multimedia files from Third Party platforms), (iii) any non-website applications, (iv) any domains linked from the Customer Website (including Google Maps or Instagram), (v) any third-party content or widget including plug-ins, iframes or applications, (vi) any plug-ins, iframes or applications that use the flash format, or (vii) a java application that operates in a separate window.
- (h) **“Numbers”** means, collectively, certain tracking phone numbers, as well as other services relating to such numbers.
- (i) **“Recorded Call Message”** means the recorded call message advising callers that each call is subject to recording and monitoring, which message will automatically be played to any person calling a Number prior to the connection of the telephone call to Customer, if Customer has elected to receive the recording option as part of the Numbers.
- (j) **“Responses”** means responses generated on behalf of Customer to consumer reviews or other statements published or posted online and referring to Customer.
- (k) **“Third Party Account”** means any accounts necessary for Customer to use the Inventory Marketing Package (e.g., eBay and Craigslist accounts, as applicable).
- (l) **“Third Party Code”** means third party code that Customer may request Dealer.com to integrate into Customer Websites.
- (m) **“Third Party Code Owner”** means the person or entity that owns the Third Party Code.

- (n) **“Usage Allowance”** means the aggregate number of minutes each calendar month that are included in the Website Service.
2. **Use Restrictions.** Customer shall not access (or attempt to access) the Website Service by any means other than through the interface that is provided by Dealer.com. Customer is solely responsible for (and Cox has no responsibility to Customer or to any Third Party for) compliance with any law, rule or regulation, including, but not limited to, any OEM (or similar) compliance rules and guidelines. Customer shall regularly review each Customer Website and the Website Services provided hereunder to ensure they meet any legal and OEM compliance standards, and Customer shall be solely liable for any fines or other penalties imposed by any OEM relating to any non-compliance. Cox does not give legal advice, and no part of the Website Services provided by Cox should be construed as legal advice. Accordingly, Customer shall consult Customer’s own legal advisor for legal advice relating to the Website Services (including, but not limited to, any disclaimers, privacy policy, forms, terms and conditions or other items that Cox may provide as part of the Website Services).
  3. **Call Tracking.** Customer acknowledges that it may receive use of and access to certain Numbers in connection with its Subscription to the Website Service. Customer acknowledges and understands that, should Customer elect to receive the call recording option as part of the Numbers, the Recorded Call Message will be played. Customer acknowledges that Laws may require that Customer provide notice to and/or receive express consent and permission from, in writing or otherwise, all Customer Representatives (including all employees of Customer) and/or other persons who receive telephone calls recorded by the Numbers. Customer represents and warrants that Customer will provide and/or obtain all notices, consents, and permission relating to the Numbers, as required by Law, and shall otherwise use the Number in full compliance with all Laws. Dealer.com and/or its representative may review and evaluate digitized telephone calls at Customer’s request and for internal quality assurance, maintenance and troubleshooting. Dealer.com or its Third Party Licensor, as applicable, owns all Numbers listed to Customer, with the exception of numbers originally owned by Customer and “ported” to Dealer.com or its Third Party Licensor. Dealer.com may bill Customer for any usage incurred during a month in excess of the Usage Allowance at the then-current per minute rate, which is currently ten cents (\$0.10) per minute. Unused Usage Allowance does not roll over from one calendar month to the next. Usage Allowance is pooled across all applicable Cox Products to which Customer has a Subscription with Numbers at the Authorized Customer Location level and may not be pooled by Customer across the Authorized Customer Location. If the Website Service is activated for a partial month of service, the Usage Allowance shall be pro-rated based on the number of days during the month that the Website Service was active.
  4. **Third Party Code.** Customer may request that Dealer.com integrate Third Party Code into Customer Websites. Customer acknowledges that Dealer.com does not own the Third Party Code, and that all Third Party Code is the property of the Third Party Code Owner. Customer acknowledges and agrees that Dealer.com’s implementation of the Third Party Code into Customer Websites may allow the Third Party Code Owner to access Customer Confidential Information (including information about Authorized Users). Customer further acknowledges that Dealer.com makes no warranty or representation that the Third Party Code (or any integration of Third Party Code with Customer Website) will (a) meet Customer’s requirements, (b) be fit for a particular purpose, (c) be of satisfactory quality, (d) not erode or diminish Customer’s Customer Website performance, (e) comply with any Law, or (f) not infringe on the rights of third parties. Dealer.com has the right to disable the code from the site to protect the Analytics Data and/or to protect the performance or integrity of the Customer Website or other Website Services

(including, without limitation, the ability for pages to load, page load speeds, or conflicts that prevent the website code from executing as intended).

5. Licenses from Customer. In order to collect certain inventory information, Dealer.com may be required to provide or upload inventory information related to Customer (such as data files, written text, software, audio files or other sounds, and videos or other images) either through a Customer Representative or by requesting that Dealer.com or one of its representatives pull, or otherwise record, the particulars of Customer's inventory. Dealer.com is not responsible for any errors (including, but not limited to any data, pricing, photo and other errors or omissions) that may occur as a result of these inventory extractions and postings. Customer acknowledges that, in order to use and access the Website Service, Customer may be required to fill out forms and/or otherwise provide information about Customer (including, but not limited to, Consumer Information, inventory and sales and service data, and billing or contact details). Customer hereby grants Dealer.com the right to use such information as necessary to provide the Website Service to Customer and to provide such information relating to the use of the Website Service to any OEM from whom Customer holds a retail franchise. Dealer.com reserves the right (but shall have no obligation) to pre-screen, review, flag, filter, modify, refuse or remove any or all information provided by Customer from the Website Service in Dealer.com's sole discretion.
6. Additional Work. Any Customer-specific development efforts by Dealer.com related to the Website Service shall be encompassed by these Additional Product Terms, which development efforts at Dealer.com's discretion may be set forth in one or more statements of work. Each statement of work will be separately executed and are hereby incorporated by reference into these Additional Product Terms. The Master Subscription Terms and these Additional Product Terms shall govern over any conflicting terms and conditions in any statement of work. Any custom work for Customer, whether or not under a formal statement of work, shall be provided at Dealer.com's then-current billing rate for such work.
7. Ownership. The Customer Websites, and any customizations to the Customer Websites or software created pursuant to any Order Form do not constitute "work made for hire" under applicable copyright laws, even if Customer requests and receives customized changes to the Customer Websites or software for its sole benefit through a statement of work, or otherwise.
8. Incentive Management. The following terms are applicable to any Cox Product containing an Incentive Management tool:

Customer acknowledges and understands that by using the auto publish feature within Incentive Management tool, Customer agrees for Incentives Data to be automatically published on Customer Websites, and Incentive Ads to be automatically created and published on the internet, thereby bypassing any initial review by Customer. Customer also acknowledges that Customer is solely responsible for (and Dealer.com has no responsibility to Customer or to any Third Party for): (i) any information, language or other data, including, but not limited to Incentives Data, and the use and publication of any such information (including the Incentive Ads); and (ii) compliance with all Laws, compliance standards and guidelines relating to the use and publication of the Incentives Data or Incentive Ads and any fines or other penalties imposed by any entity relating to any noncompliance.
9. Inventory Marketing Package. The following terms are applicable to Inventory Marketing Package:

Customer acknowledges that Customer is solely responsible for establishing any Third Party Accounts necessary for the Inventory Marketing Package; for any listings that are made on the Third Party Accounts (including, but not limited to, any improper or incorrect listings); and for paying any and all fees (including listing fees) required by the Third Party Accounts (or any other party).

10. Window Stickers. The following terms are applicable to Window Stickers:

Should Customer receive Window Stickers as part of the Website Services, Customer acknowledges and agrees that Dealer.com is providing Window Stickers (including any forms and Buyers Guides that may be included) solely as a courtesy. Dealer.com in no way, expressly or impliedly, warrants or otherwise promises that the forms will meet the Federal Trade Commission Buyers Guide Rule or any other Law. It is solely Customer's responsibility to check with the applicable state motor vehicle bureaus to see what type of Buyers Guides Customer is required to use.

11. Social Management. The following terms are applicable to any Cox Product containing a Social Management tool:

- (a) Social Media. For any Social Management tool that entails management of Customer's social media accounts, Customer acknowledges and understands that Dealer.com will be (1) scraping Customer's public website(s) for Customer Website Information to be used by Dealer.com on Customer's social media page(s), profiles(s) or similar public-facing spaces; (2) creating and accessing Customer's social media page(s), profiles(s) or similar public-facing spaces in order to add Customer Website Information to such pages; and (3) using such Customer Website Information within advertisements on social media generally. Customer grants (and hereby warrants and represents that Customer has the right to grant) to Dealer.com the right to create, use and access (i) Customer's each social media account mutually identified from time to time by Dealer.com and Customer as within scope of Social Management tool(s) for Customer and (ii) the Customer Website Information, in order to provide the Website Service to Customer. Customer acknowledges that Dealer.com has no responsibility to ensure in any way that the Customer Website Information is accurate or up to date. Customer shall review Customer's social media pages and advertisements deployed by Dealer.com to ensure that the Customer Website Information posted is accurate and up to date.
- (b) Reputation Management. For any Social Management tool that entails monitoring, and/or responding to, consumer ratings and reviews of Customer, Customer acknowledges that Dealer.com may (or may engage a Third Party Licensor to) generate and publish Responses on Customer's behalf, including automated Responses. By using any auto publish features within Social Management tool, Customer agrees for Responses to be automatically created and published on the internet, thereby bypassing any initial review by Customer. Notwithstanding the foregoing, Customer also acknowledges that Customer is solely responsible for (and neither Dealer.com nor its Third Party Licensor generating Responses has responsibility to Customer or to any Third Party for): (i) quality, accuracy, completeness or suitability of any content used in Responses, (ii) use of any information in Responses; (iii) timeliness of Responses; and (iv) compliance with all Laws, standards and guidelines relating to Responses and any fines or other penalties imposed by any entity relating to any noncompliance.

- (c) Syndication of Reviews. By electing to display consumer ratings and reviews on Customer Website, Customer acknowledges that neither Dealer.com nor its Third Party Licensor providing for the aggregation and display of such ratings and reviews (including rating averages) has responsibility to Customer for the availability, accuracy or content of the reviews, the ratings or the rating averages displayed on Customer Website. Customer agrees to abide by the policies of each online platform from which such reviews, ratings or rating averages are sourced.
12. Contact At Once Service. The following terms are applicable to Contact At Once Service:
- Customer's use of the Contact At Once Service is also subject to a separate merchant agreement (or similar agreement) to be agreed upon by Customer and Contact At Once! LLC.
13. AudioEye Service. The following terms are applicable to the AudioEye Service:
- (a) Authorized Use. Customer (and its Authorized Users) may access and use the AudioEye Service, subject to any limitations set forth in the applicable Order Form, solely for Customer's business purposes.
  - (b) Use Restrictions and Customer Obligation. Customer may not: (i) remove, delete, add to, alter or obscure any warranties, disclaimers, copyright, trademark, patent or other intellectual property, proprietary rights or other notices, or any marks, symbols (including any AudioEye Marks) that appear on or in connection with the AudioEye Service; or (ii) circumvent or otherwise interfere with any user authentication or security of the AudioEye Service. If Customer becomes aware of any actual or threatened activity prohibited by this Section 14, Customer agrees to, promptly, (x) take all reasonable and lawful measures within its respective control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the AudioEye Service); and (y) provide Email Notice to Dealer.com of any actual or threatened activity.
  - (c) Suspension or Termination of AudioEye Service. Customer acknowledges and agrees that the Third Party Licensor may suspend, terminate or otherwise deny Cox's, Customer's or any Authorized User's access to or use of all or any part of the AudioEye Service may be suspended by the Third Party Licensor upon written notice, if the Third Party Licensor receives a judicial or other governmental demand or order, subpoena or law enforcement request that expressly or by reasonable implication requires such Third Party Licensor to do so.
  - (d) Disclaimer. Customer acknowledges and agrees that the AudioEye Service is provided by a Third Party Licensor. The AudioEye Service is designed to improve accessibility of Customer Website(s), but does not assure or guarantee compliance with the Americans with Disabilities Act of 1990 (ADA), as amended. Cox makes no representations or warranties that its services are compliant with any particular law or regulation, including without limitation, the American with Disabilities Act, and Cox, to the maximum extent permitted by law, disclaims any and all liability associated with any such claim.
14. Compliance Protection and Compliance Protection Plus. The following terms are applicable to Compliance Protection and Compliance Protection Plus:

- (a) Customer accepts and agrees to comply with the terms set forth at <https://www.itsspringtime.com/terms-of-service>.
- (b) To make a claim under Compliance Protection Plus against accessibility-related claims, Customer must:
  - i Either (i) receive a written demand from external legal counsel to a Third Party or (ii) be served with a complaint filed in a court of competent jurisdiction by a third party, alleging that the applicable Customer Website violated the Americans with Disabilities Act, as amended, the Unruh Civil Rights Act or a similar state statute requiring accessibility to individuals with disabilities as a result of alleged violations of a referenced WCAG standard (either WCAG 2.0 level AA or WCAG 2.1 level AA) on the applicable Customer Website on a desktop environment during the Guaranteed Period (collectively, a “Claim”);
  - ii Permit Dealer.com’s Third Party Licensor or, at Customer’s election, an independent third party engaged by Customer at Customer’s cost and reasonably acceptable to such Third Party Licensor using a non-automated compliance verification process, verifies that the Customer Website on a desktop environment failed to comply with such referenced WCAG standard during the Guaranteed Period excluding (i) any failures that were reported to Customer in either Customer’s or Dealer.com’s portal or delivered to Customer during the Guaranteed Period as requiring a fix at the source-code level or (ii) Non-Remediated Items;
  - iii Actually pay the Guarantee Amount to the person asserting the Claim to fully resolve the Claim;
  - iv Provide Dealer.com with prompt written notice (and in any event within 3 days) of Customer’s receipt of a Claim for which Customer or seeks payment of the Guarantee Amount, and all related information reasonably requested;
  - v Operate the JavaScript through which Compliance Protection Plus is delivered continuously on the Customer Website throughout the Guaranteed Period; and
  - vi Not settle any Claim for which a payment of the Guarantee Amount is sought by Customer without Dealer.com’s or its Third Party Licensor’s prior written consent, which may not be unreasonably withheld, and Customer signs a release with respect to any obligations such Third Party Licensor may have regarding the Claim.
- (c) In lieu of paying the Guarantee Amount, Dealer.com’s Third Party Licensor, in its sole discretion, may choose to indemnify, defend, and hold harmless Customer from any losses, damages, liabilities, judgments, settlements, penalties, fines, costs, and expenses (including reasonable attorneys’ fees and expenses of litigation) incurred in connection with the applicable Claim. In such an event, (i) Customer will give such Third Party Licensor sole control of the defense and settlement of the Claim (provided that neither Customer nor any affiliate of Customer will have any liability imposed on it in connection with such settlement that will not be paid in full by such Third Party Licensor); (ii) Customer will, and will cause its employees, consultants, advisors and other representatives to, cooperate with such Third Party Licensor in any such defense or

settlement as such Third Party Licensor may reasonably request; and (iii) such Third Party Licensor will in its sole discretion have the right to publicize any results relating to such defense or settlement.

15. Digital Retailing. Any digital retailing products or services provided in conjunction with the Website Service are subject to *Digital Retailing Additional Terms and Conditions*, which are located at: <https://www.coxautoinc.com/wp-content/uploads/sites/3/Digital-Retailing-AdditionalTerms.pdf> and incorporated herein by reference.