

## DEAL API ADDITIONAL TERMS

These Additional Terms supplement the Cox Automotive Master Agreement (the “**Master Agreement**”) located at <https://www.coxautoinc.com/terms/usa/>, and apply with respect to any Cox Product covered by these Additional Terms.

**Product Description:** “**DealAPI**” (previously referred to as DealXG) is a Cox Software Product that enables integration between one or more systems, platforms or services operated by Cox or Customer with or through a centralized record maintained by Cox with respect to a consumer, vehicle or transaction (a “**DealAPI Record**”).

### Additional Terms:

1. **Definitions.** Capitalized terms used, but not otherwise defined herein, shall have the meanings ascribed to them in the Master Agreement. In addition, for the purposes of these Additional Terms, the following terms shall have the following meanings:
  - (a) “**DealAPI Data**” means any data located in, or retrievable from, a DealAPI Record or other response to a query returned by DealAPI.
  - (b) “**Read Access**” means Credentials enabling Customer to query for or retrieve DealAPI Data.
  - (c) “**Write Access**” means Credentials enabling Customer to create, modify, delete or overwrite data in DealAPI.
2. **Types of Access.** The Order Form shall specify whether Customer is licensed for Read Access, Write Access or both, and the data fields or categories covered by each. In addition, any Read Access license shall list each Customer Resource covered thereby and describe each permitted use by such Customer Resource.
3. **Disclaimer.** WITHOUT LIMITING THE GENERALITY OF THE DISCLAIMERS SET FORTH IN THE MASTER AGREEMENT OR ANY ADDITIONAL TERMS, IT IS UNDERSTOOD AND AGREED THAT COX PERIODICALLY AMENDS, CHANGES, ADDS, DELETES, UPDATES, OR ALTERS THE DEALAPI RECORD AND ANY DEALAPI DATA THEREIN WITHOUT NOTICE. COX ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY ERRORS OR OMISSIONS IN THE DEALAPI DATA. COX SPECIFICALLY DISCLAIMS ANY DUTY TO UPDATE THE DEALAPI RECORD OR ANY DEALAPI DATA OR TO RETAIN, PRESERVE OR STORE ANY DEALAPI RECORD OR ANY DEALAPI DATA FOR ANY SPECIFIED LENGTH OF TIME. WITHOUT LIMITING THE GENERALITY OF THE DISCLAIMERS SET FORTH IN THE MASTER SUBSCRIPTION TERMS, COX MAKES NO REPRESENTATION, WARRANTY OR COMMITMENT AS TO SUFFICIENCY, ACCURACY, QUALITY OR AUTHENTICITY OF ANY DEALAPI DATA. CUSTOMER ASSUMES THE RISK OF ANY AND ALL DAMAGE OR LOSS FROM USE OF, OR INABILITY TO USE, DEALAPI. COX MAKES NO WARRANTY THAT DEALAPI WILL MEET CUSTOMER’S REQUIREMENTS.
4. **Rights.** DealAPI Record is property of Cox. Cox shall retain exclusive ownership of all rights, title and interest in and to any and all DealAPI Data, and DealAPI Data shall constitute Confidential Information of Cox. (The foregoing does not limit Customer’s rights in retained copies of any data that had been in possession of Customer prior to its transmission into DealAPI via Write Access.)

**5. Read Access.** The following additional conditions shall apply to Read Access licenses:

- (a) License Grant. Customer is granted a limited license to retrieve during the Subscription Term and subject to the terms and conditions hereof, the DealAPI Data specified on the Order Form from DealAPI for the use in one or more Customer Resources identified on the Order Form. The ingestion and use of such DealAPI Data by each such Customer Resource shall be limited solely to the types of data and respective “permitted use(s)” specified for such Customer Resource on the Order Form.
- (b) Restrictions. Except as explicitly authorized by the applicable Order Form, Customer will not use, sell, rent, transfer, distribute, or otherwise monetize or disclose or make available DealAPI Data (whether or not such DealAPI Data is aggregated and/or anonymized) for any purpose without Cox’s prior written consent expressly authorizing the specific use and/or disclosure. Except as explicitly authorized for the applicable Customer Resource, Customer shall not combine the DealAPI Data with any other data of Customer or of any Third Party. DealAPI Data that has been formatted, processed, or subjected to any other process or procedure by Customer or any other Third Party (proprietary or otherwise) shall remain DealAPI Data solely owned by Cox in its entirety and subject to the requirements hereof.
- (c) Representations and Warranties. Customer hereby represents and warrants to Cox that Customer’s use of DealAPI and handling of Confidential Information of Cox will at all times throughout the Subscription Term not infringe, violate, or misappropriate any rights of any Third Party, including, but not limited to, any contractual rights, patent, copyright, trademark, trade secret, privacy right, publicity right, moral right, or any other intellectual property or proprietary right.
- (d) Indemnification. Notwithstanding anything to the contrary in section 10.2 of the Master Agreement, Customer will indemnify and defend Cox and its Affiliates against any damages, losses, costs and expenses (including reasonable attorneys’ fees, court costs, settlement costs and awarded amounts) incurred in connection with any Third Party claim to the extent that such claim arises from any use of, or access to, DealAPI or DealAPI Data by or on behalf of Customer.

**6. Write Access.** The following additional conditions shall apply to Write Access licenses:

- (a) Data Sources. Customer is solely responsible for the accuracy, currency and completeness of any data that Customer provides or transmits to DealAPI through Write Access.
- (b) Representations and Warranties. In addition to the representations and warranties under the Master Agreement, Customer represents and warrants to Cox that:
  - (i) Customer has the requisite licenses, approvals, authorizations and consents necessary for the transmission, use, storage and processing of all data (including Personal Information) to and by DealAPI as contemplated hereunder;
  - (ii) Customer shall not cause to be transmitted into DealAPI false, inaccurate, incomplete, or deceptive information; and
  - (iii) Customer shall not cause to be transmitted into DealAPI any content or material that may disrupt the integrity or performance of DealAPI or the DealAPI Data or which would require, under Privacy Laws, Cox to collect consent from any natural person to process. Customer hereby represents and warrants to Cox that Customer’s use of DealAPI and handling of Confidential Information of Cox will

at all times throughout the Subscription Term not infringe, violate, or misappropriate any rights of any Third Party, including, but not limited to, any contractual rights, patent, copyright, trademark, trade secret, privacy right, publicity right, moral right, or any other intellectual property or proprietary right.

- (c) Indemnification. In addition to any other rights and remedies of Cox hereunder or under the Master Agreement, 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 or as a result of its Write Access, including any corruption to the DealAPI Data or untruthful, inaccurate, or malicious information or content.