

DEALXG

ADDITIONAL TERMS AND CONDITIONS

These *DealXG Additional Terms and Conditions* supplement the *Cox Automotive Master Subscription Terms* (the “*Master Subscription Terms*”), which can be found at: <https://www.coxautoinc.com/terms/usa/>.

Product Description: “*DealXG*” is a Cox 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 “**DealXG Record**”).

Additional Terms and Conditions:

1. **Definitions.** Capitalized terms used herein without definition have the meanings assigned thereto in the Master Subscription Terms.
 - (a) “**DealXG Data**” means any data located in, or retrievable from, a DealXG Record or other response to a query returned by DealXG.
 - (b) “**Read Access**” means Credentials enabling Customer to query for or retrieve DealXG Data.
 - (c) “**Write Access**” means Credentials enabling Customer to create, modify, delete or overwrite data in DealXG.
2. **Types of Licenses.** 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.** COX PERIODICALLY AMENDS, CHANGES, ADDS, DELETES, UPDATES, OR ALTERS THE DEALXG RECORD AND ANY DEALXG DATA THEREIN WITHOUT NOTICE. COX ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY ERRORS OR OMISSIONS IN THE DEALXG DATA. COX SPECIFICALLY DISCLAIMS ANY DUTY TO UPDATE THE DEALXG RECORD OR ANY DEALXG DATA OR TO RETAIN, PRESERVE OR STORE ANY DEALXG RECORD OR ANY DEALXG 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 DEALXG DATA. CUSTOMER ASSUMES THE RISK OF ANY AND ALL DAMAGE OR LOSS FROM USE OF, OR INABILITY TO USE, DEALXG. COX MAKES NO WARRANTY THAT DEALXG WILL MEET CUSTOMER’S REQUIREMENTS.
4. **Data Rights.** Notwithstanding anything to the contrary in the Master Subscription Terms, Cox shall retain exclusive ownership of all rights, title and interest in and to any and all DealXG Data, and DealXG Data shall constitute Confidential Information of Cox. (The foregoing does not limit Customer’s rights in any data that had been in possession of Customer prior to its transmission into DealXG via Write Access.)

5. Audit. At any time during the Subscription Term, Cox may review Customer's use of DealXG, to determine compliance with the Master Subscription Terms as supplemented hereby. Customer agrees to cooperate with such Cox review and provide reasonably required assistance and access to such data and records of Customer as may be necessary in the reasonable opinion of Cox to substantiate compliance.
6. 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 DealXG Data specified on the Order Form from DealXG for use in one or more Customer Resources identified on the Order Form, and the use of such DealXG Data by each such Customer Resource shall be limited to the uses specified for such Customer Resource on the Order Form.
 - (b) Limitations. 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 DealXG Data (whether or not such DealXG 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 DealXG Data with any other data of Customer or of any Third Party. DealXG 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 DealXG 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 DealXG 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 9 of the Master Subscription Terms, Customer will indemnify and defend Cox and its Affiliates against any damages, losses, costs and expenses (including reasonable attorneys' fees, court costs, settlement costs and awarded amounts) incurred in connection with any Third Party claim to the extent that such claim arises from any use of, or access to, DealXG or DealXG Data by or on behalf of Customer.
7. 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 DealXG through Write Access.
 - (b) Representations and Warranties. Customer represents and warrants to Cox that (a) Customer has the requisite licenses, approvals, authorizations and/or consents necessary for the transmission, use, storage and processing of all data (including Consumer Information) to and by DealXG as contemplated hereunder; (b) Customer shall not cause to be transmitted into DealXG false, inaccurate, incomplete, or deceptive information; and (c) Customer shall not cause to be transmitted into DealXG any content or material that may disrupt the integrity or performance of DealXG or the DealXG 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 DealXG 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 Subscription Terms, Customer will indemnify and defend Cox and its Affiliates against any damages, losses, costs and expenses (including reasonable attorneys' fees, court costs, settlement costs and awarded amounts) incurred in connection with or as a result of its Write Access, including any corruption to the DealXG Data or untruthful, inaccurate, or malicious information or content.