



DEALER.COM CONNECTED VIDEO

ADDITIONAL TERMS AND CONDITIONS

These *Dealer.com Connected Video 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: Dealer.com Connected Video is a Cox Product that uses advanced targeting and data to reach in-market shoppers watching connected television or over-the-top content providers across any device or network.

Additional Terms and Conditions:

1. Definitions. Capitalized terms used herein without definition shall have the meanings assigned thereto in the Master Subscription Terms.
 - (a) “**Campaign Budget(s)**” means the monthly budget(s) for Connected Video set by Customer.
 - (b) “**Numbers**” means, collectively, certain tracking phone numbers, as well as other services relating to such numbers.
 - (c) “**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.
 - (d) “**Usage Allowance**” means the aggregate number of minutes each calendar month that are included with Connected Video.
2. Customer Responsibilities and Authorizations. Customer acknowledges and understands that Connected Video may include, among other things, the creation and posting of video advertisements and video copy on the internet and otherwise by Dealer.com on Customer’s behalf. Customer is solely responsible for all: (1) campaigns and budget allocation and management (creative or targets), whether generated by or for Customer; and (2) web site content, services and landing pages that creative links or directs viewers to, and advertised services and products. Customer understands and agrees that video ads may be placed on any content, content network or property by Dealer.com or provided by a Third Party, and Customer shall provide Dealer.com with any applicable administrative Credentials to Customer account(s) on such content, content networks or properties. Customer authorizes and consents to all such placements. Dealer.com or applicable Third Parties may reject or remove any video ad or target for any or no reason.
3. Call Tracking. Customer acknowledges that it may receive use of and access to certain Numbers in connection with its Subscription to Connected Video. 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 Connected Video 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 Connected Video was active.

4. 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 Connected Video, 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 Connected Video to Customer and to provide such information relating to the use of Connected Video 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 Connected Video in Dealer.com's sole discretion.
5. Additional Work. Any Customer-specific development efforts by Dealer.com related to Connected Video 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.
6. Third Party Terms and Conditions. Customer's use of Connected Video is subject to certain Third Party Terms and Conditions, including, without limitation, any publisher's editorial guidelines, privacy policies and trademark guidelines and video ad specification requirements required by any Third Parties in order to advertise on their networks, which may be modified at any time by such Third Parties.
7. Budget Decisions and Payment of Fees. Customer acknowledges that, as part of Connected Video, Dealer.com may reallocate the Campaign Budget(s) amongst video advertising providers and/or channels. Subject to these Additional Product Terms, Customer will be billed based on actual delivery, not to exceed the agreed-upon monthly Campaign Budget(s) plus 10%. Customer agrees



that it is responsible for all charges and associated maintenance and other fees Dealer.com may collect as part of Connected Video (which charges/fees may be included in the Campaign Budget(s)). Dealer.com will invoice Customer, and Customer shall pay, for the services in the month following the period for which the services were provided. Charges are solely based on Dealer.com's measurements for Connected Video, unless otherwise agreed to in writing. Customer acknowledges that (a) video advertising may not run for the entire month, (b) video advertising is subject to receipt by Dealer.com of applicable materials (e.g., incentives from OEMs to run video campaigns), and (c) Customer shall not be entitled to any refunds. Nothing in the terms in this Section may obligate Dealer.com to extend credit to any party.