

DEALERTRACK ADDITIONAL TERMS RELATED TO CERTAIN THIRD PARTY DATA LICENSORS

This Dealertrack Additional Terms Related to Certain Third Party Data Licensors to the Cox Master Subscription (<https://www.coxautoinc.com/wp-content/uploads/sites/3/Cox-Master-Subscription-Terms.pdf>) is made by and between Cox and the Customer set forth on the applicable Order Forms.

Description: DealerTrack Additional Terms Related to Certain Third-Party Data Licensors.

Definitions. Capitalized terms used herein without definition shall have the meanings assigned thereto in the Cox Automotive Master Subscription Terms (the “*Master Subscription Terms*”) located at: <https://www.coxautoinc.com/wp-content/uploads/sites/3/Cox-Master-Subscription-Terms.pdf>.

Customer’s Use of N.A.D.A. Data. If Customer subscribes to N.A.D.A. data as part of a Cox Product, Customer agrees:

- (1) Customer acknowledges that the license to use N.A.D.A. Valuations granted hereunder will not permit Customer to market, sublicense or utilize the N.A.D.A. Valuations separate from or independent of the Cox Product.
- (2) Customer agrees that the NADASC database of Valuations (the “**NADASC Licensed Database**”) will not be used as a data source from which a new valuation data base or valuation system may be created, and that vehicles will be valued individually as needed in the applicable Cox Product.
- (3) Except as otherwise provided in the terms of this Agreement, Customer agrees not to reproduce, store in a retrieval system or transmit, in any form or by any means, electronic, mechanical, photocopying, recording, or otherwise, any vehicle N.A.D.A. Valuations, without the prior written consent of NADASC.
- (4) Customer acknowledges and agrees that the NADASC Licensed Database, the N.A.D.A. Valuations, and all enhancements and derivative works therefrom, are the sole property of NADASC, and are subject to a claim of valid copyright. Customer acknowledges that NADASC has created the N.A.D.A. Valuations and the NADASC Licensed Database at great time and expense and that the N.A.D.A. Valuations and the NADASC Licensed Database contain confidential and proprietary information protected by copyright and trade secret laws. Customer further acknowledges that certain of its employees will become familiar with the NADASC Licensed Database, and that NADASC may suffer great harm if Customer, or its employees disclose the NADASC Licensed Database to a third party in violation of this Agreement. Customer, therefore, agrees to: (a) hold the NADASC Licensed Database in strict confidence; (b) disclose the NADASC Licensed Database only to Customer’s employees to whom knowledge is required for its proper use hereunder; (c) cause such employees to hold the NADASC Licensed Database in strict confidence; and (d) take steps to prevent the accidental or otherwise unauthorized disclosure of the NADASC Licensed Database. The confidentiality obligations of Customer contained in this paragraph will survive termination of this Agreement.
- (5) Customer agrees that it will not use the Cox Product to interrogate and encode Vehicle Identification Number (VIN) information for any purpose other than valuing used cars and trucks. This restriction includes, but is not limited to, using the Cox Product to generate motor vehicle registration, title statistics or vehicle population statistics derived from motor vehicle information. Notwithstanding the foregoing, Customer will be permitted to use the Cox Product and the N.A.D.A. Valuations to generate other data not prohibited herein.
- (6) Customer further acknowledges and agrees that any misuse of NADASC’s trademarks hereunder may cause irreparable harm to NADASC, and Customer agrees that NADASC may be entitled to equitable relief to protect its interests therein, including the entry of an injunction against Customer barring any such improper use.
- (7) Except as otherwise set forth herein, nothing in this Agreement will give Customer any interest or license in any trademark, logo or trade name owned or licensed by NADASC, and Customer specifically agrees to refrain from using any NADASC trademark without the express written approval of NADASC.

Customer's Use of Kelley Blue Book Data. If Customer subscribes to Kelley Blue Book data as part of a Cox Product, Customer agrees:

- (1) Kelley Proprietary Information. The new and used vehicle pricing and/or specifications information provided and updated from time to time by Kelley, and all improvements, additions, derivatives and other modifications thereto, and any information pertaining to the foregoing (the "Kelley Data") are the exclusive property of Kelley and will be considered and treated by Customer as the proprietary information of Kelley (the "Kelley Proprietary Information"). With the exception of authorized users' use of the Kelley Data through the Cox Product in accordance with this Agreement, Customer agrees not to, directly or indirectly, disclose, sell or otherwise transfer or exploit the Kelley Proprietary Information, or any portion thereof, to any other person or entity or allow any other person or entity to use the Kelley Proprietary Information, or any portion thereof.
- (2) Kelley Marks; Kelley Proprietary Information. Customer acknowledges and agrees that Kelley is the owner of the trade names, trademarks and service marks "Kelley Blue Book," "Blue Book," "Bluebook," and the Kelley Blue Book seal and such other names, marks, and logos and other intellectual property Kelley used, uses or may in the future use in or related to its business, products or services, including, without limitation, all improvements, additions, derivatives and other modifications thereof ("Kelley Marks") and the Kelley Proprietary Information and Customer agrees that it has no right, title, or interest in any of the Kelley Marks or Kelley Proprietary Information except the right to use the Kelley Marks and the Kelley Proprietary Information in accordance with and subject to this Agreement. Customer further agrees not to challenge or assist with or participate in any challenge, directly or indirectly, of Kelley's ownership of the Kelley Marks and the Kelley Proprietary Information or any right, title or interest therein or any portion thereof.

Customer's Use of Black Book® Data. If Customer subscribes to the Black Book data as part of a Cox Product, Customer agrees:

- (1) Except as otherwise expressly permitted herein, Customer will not, and will not allow others to directly or indirectly (i) copy or reproduce in any form or medium all or any part of the data contained in the electronic version of the printed periodicals entitled: the Black Book® Official Vehicle Identification Guide, the Black Book® Official Used Car Market Guide, the Black Book® Official Used Truck and Van Guide, and the Black Book® Official Old Car Market Guide (the "Black Book Database") (except as specifically enabled by the System); (ii) create any derivative work from, or adaptation of the Black Book Database; (iii) assign, transfer, sell, or otherwise publish, communicate, distribute or display to third parties, in any form or medium all or any part of the Black Book Database other than in the Cox Product; (iv) create or provide any valuation guides or services based in whole or in part on the data from the Black Book Database, alone or in combination with any other data; (v) download the Black Book Database to PCs or any other computer or electronic device or store the Database in a retrieval system; or (vi) make the Black Book Database or related documentation available to any third party using any medium unless specifically provided for in this Agreement.
- (2) Customer acknowledges that the license granted to Customer by Cox to use the Black Book Valuations is personal, nontransferable and nonexclusive. Black Book is a third party beneficiary of this Agreement and may enforce its rights hereunder directly against Customer, which shall be governed by the laws of the State of New York without giving effect to any principles of conflict of laws and subject to the jurisdiction and venue of the State and Federal courts located in New York. Failure of Black Book at any time to enforce its rights under this Agreement will in no manner affect its rights at a later time to enforce the same.
- (3) Customer is only authorized to use and access the Black Book Database within the Cox Product to retrieve vehicle information and values (without the ability to download the Black Book Database in whole or in part, other than on an individual vehicle bases) as follows: (i) used car inventory management; (ii) trade appraisals; (iii) value a vehicle or book out a vehicle associated with a request for funding, i.e. as part of a credit application; (iv) Internet pricing solutions; and (v) water reports. The Black Book Database may only be used for the purposes and manner described above.

- (4) Customer agrees that Black Book owns all rights, title and interest in and to the Black Book Valuations including all literary property rights, copyrights, trademarks, trade secrets, trade names or service marks, including goodwill and all rights, title and that all rights, title and interest will remain with Black Book and use of the Black Book Database by Customer or any information therein by any person or firm other than Customer or its employees is prohibited. Customer will keep confidential the Black Book Database and use its best efforts to prevent and protect the contents of the Black Book Database from unauthorized disclosure, copying or use. The Black Book Database is protected by copyright, registered U.S. Patent Office Reg. No. 767893.