

DEALERTRACK HARDWARE AND SOFTWARE

ADDITIONAL TERMS AND CONDITIONS

Additional Terms and Conditions:

1. Definitions.

- (a) **“Hardware”** means any hardware to be provided by Dealertrack to Customer in connection with certain Cox Products (e.g., printers, routers, etc.), as indicated on the applicable Order Form.
- (b) **“Hardware Return Policy”** means the requirements and procedures for requesting and completing returns or replacements for the Hardware, as determined by Dealertrack from time to time.
- (c) **“Software”** means the software to be provided by Dealertrack to Customer in connection with certain Hardware.

2. Hardware.

- (a) Shipment of the Hardware shall be F.O.B. shipping point.
- (b) Dealertrack agrees to pass on to Customer any manufacturer’s warranties for the Hardware that it receives and can pass onto Customer.
- (c) Customer may request a return for the Hardware within sixty (60) days following Customer’s receipt of the Hardware. Upon receipt of Customer’s return request, Dealertrack will provide Customer with a shipping label. Time is of the essence in returning any Hardware. Customer must include the Dealertrack Return Authorization Number (RA#) and return the Hardware in its original packaging. All returns are subject to at least a twenty percent (20%) restocking fee and any fees paid for Hardware not returned in accordance with this paragraph or the Hardware Return Policy will be non-refundable. Except as expressly set forth herein or in the applicable Order Form, all sales of Hardware are final and non-refundable.

3. Software. For clarity, any Software provided by Dealertrack to Customer with the Hardware to be used in connection with a Cox Product is a Third Party Material, as defined in the Master Subscription Terms. In addition to any restrictions set forth in the Master Subscription Terms, Customer may not use any Hardware which contain or process Software, other than in connection with the applicable Cox Product.

4. Disclaimer of Warranties. Without limiting the generality of the disclaimers set forth in the Master Subscription Terms or any Additional Product Terms, Customer acknowledges and agrees that any warranties associated with the Hardware and the Software are solely those of the applicable manufacturers (in the case of Hardware) or the applicable Third Party Licensor (in the case of Software), to the extent such warranties may be passed on to Customer by Dealertrack.