



DEALERTRACK REGISTRATION AND TITLE SOLUTIONS

ADDITIONAL TERMS AND CONDITIONS

This Dealertrack Registration and Title Solutions Additional Terms and Conditions 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.

Product Descriptions: Dealertrack Registration and Titling Solutions, Inc. and its Affiliates offer various Web-based registration and titling products ("**RTS Products**") to Customers.

Additional Terms and Conditions:

1. Definitions.
 - (a) "**Department**" means a state's department of motor vehicles or an analogous department or agency.
 - (b) "**Inventory**" means motor vehicle license plates or other registration material provided by a Department.
 - (c) "**Inventory Discrepancies**" means any discrepancies in Inventory, including but not limited to, missing, lost, or stolen Inventory.
 - (d) "**OLRS**" or "**Reg & Title**" means a Cox Product that is an online registration and title administration solution that integrates with Department(s) for the electronic processing of in-state vehicle registration and title transactions.
 - (e) "**RegUSA**" means a Cox Product that is an online registration and title administration solution that facilitates electronic processing of in-state registration and title transactions pursuant to Department requirements.

2. Inventory Discrepancies. In connection with Customer's use of any of the RTS Products, Dealertrack or the applicable Department may provide Inventory to Customer. Customer hereby acknowledges that it is responsible for the safety and storage of any and all such Inventory. Customer agrees to immediately report to Dealertrack any Inventory Discrepancies. In some states, there may be significant fines and/or penalties associated with Inventory Discrepancies. Customer is solely responsible for payment of all fines and penalties, whether billed by the Department directly to Customer or to Dealertrack. Customer further agrees to cooperate with Dealertrack and the Department in their investigations of any Inventory Discrepancies, including but not limited to, filing a police report as may be required by the Department. Customer agrees to maintain a copy of any such police report, to provide Email Notice of such filing to Dealertrack, and to submit a copy to Dealertrack at 115 Poheganut Drive, Suite 201, Groton, CT 06340 Attn: Contract Implementation, or any other address as Customer may be directed by Dealertrack.

3. Customer Obligations. Customer will comply with all privacy and data protection laws, rules and regulations which are or which may in the future be applicable to the use of any RTS Products, including but not limited to, rules and regulations of Departments and the FTC Safeguards Rule. Customer agrees to promptly provide Email Notice to Dealertrack in the event it believes the registration, titling, or other procedures of Dealertrack do not comply with the Law of the state or locality and provide an opinion of legal counsel supporting such position.

Dealertrack Employee (Office Support and Technical Tasks)

If Customer purchases title support Administrator services, the following additional terms and conditions shall apply:

Service Description: Dealertrack Employee performs office support and technical tasks relating to motor vehicle transactions, both at Customer's site and in the local Dealertrack office. Areas of responsibility may include:

- Organizing and preparing paperwork and uploading/entering transactions on the Reg & Title application at Customer's location to maintain prompt and rapid turnaround of transactions.
- Verifying/matching taxes and fees, license plate, lienholder information, owner's information and mileage to the vehicle's registration to ensure accuracy of completed transactions.
- Validating payment amounts
- Receiving tax payments and filing documents
- Providing answers to related Customer inquiries and fulfilling the role of title clerk for the Customer on an as-needed basis
- Administering any specialized procedure instituted within the dealership in connection with the registration and titling process

1. Work Policy:

- a. Dealertrack Employee will remain an employee of Dealertrack, subject to its sole right of direction, control, and discipline; provided, that Customer may directly communicate with Dealertrack Employee with respect to functional information, including, without limitation, Customer's internal policies, rules and standards for conduct on its premises. Subject to the foregoing, Dealertrack shall have sole responsibility to direct the means, manner and method by which Dealertrack Employee conducts his or her responsibilities and for all oversight and performance reviews. Dealertrack Employee will observe and comply with Customer's security procedures, rules, regulations, policies, working hours and holiday schedules while on Customer's premises.
- b. Customer will permit Dealertrack Employee to be on the premises to provide services at all times during normal business hours. Customer will provide to Dealertrack Employee a working space, a computer, and other materials as expressly agreed by Dealertrack and Customer, all of which shall remain the property of Customer. No Customer property will be removed from Customer's premises by Dealertrack Employee without the prior consent of Customer. Customer may, for any legitimate business purpose, and without further consent by Dealertrack, access and monitor all use, in general, of any computer, server, telephone or other communications equipment or property ("Information Property")

belonging to Customer, including, without limitation, any e-mail, facsimile, photocopy, phone calls and voicemail, using such Information Property of Customer. Dealertrack Employee shall have no expectation of privacy with respect to Dealertrack Employee's use of Buyer's Information Property.

- c. Dealertrack represents, warrants and agrees that lawful, reasonable and customary due diligence will be performed in hiring and retaining any employee that will be placed at Customer's premises to perform Dealertrack Employee services.
 - d. Dealertrack will be responsible for compliance with all laws pertaining to Dealertrack Employee, including, but not limited to, applicable federal, state and local taxes, and Social Security payments. Dealertrack will also maintain all personnel and payroll records required by law for its employees assigned to Customer.
2. Utilization Requirements. Customer agrees that Dealertrack Employee will process its electronic motor vehicle transactions ("Transactions") using the Reg & Title solution to the extent of its availability and capacity of the Dealertrack Employee; provided that the foregoing shall not restrict Customer from using an alternative method for any of the following: (i) any Transactions other than electronic registration and titling of vehicles, (ii) any Transactions that the Dealertrack Employee is unable to complete within the time requirements specified by Customer due to the failure of the Reg & Title solution to be available at such time.
 3. Non-solicitation. Customer will not solicit for employment any of the employees of Dealertrack who have been assigned to provide Dealertrack Employee services or exercised a management function in the performance or receipt of such services without Dealertrack's prior consent. General advertisements and solicitations for employment will not be considered direct solicitations for employment.
 4. Customer Computer Systems Access. Dealertrack Employee's access to Customer's computer systems shall be for the sole purposes of securing Customer's Electronic Registration and Titling report to download pertinent information for upload into Dealertrack's applicable automotive license and title software application.
 5. Background Screening. Customer shall provide Dealertrack with a background screening for any Customer Representative with access to the Colorado Department's Reg & Title System in accordance with the requirements established by the Colorado Department of Motor Vehicles (DMV). Customer represents and warrants that the background screening required for each such user of the Colorado Department's Reg & Title System was completed by an accredited background screening company, and meets the following criteria:
 - The background screening is a national United States background screening; and
 - The lookback period for the national background screening includes but is not limited to reporting felonies, misdemeanors, petty offenses, and drug/traffic-related offenses for a period not less than the most recent 7 years.

In the event Dealertrack determines the background screening to be non-compliant with the criteria, Customer's access to the Colorado Department's Reg & Title system will be rescinded. Customer agrees it will indemnify and defend Dealertrack 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 such claim arises from Customer's failure to comply with these background screening requirements.