

DIGITAL RETAILING ADDITIONAL TERMS

These Additional Terms supplement the Cox Automotive Master Agreement (the “**Master Agreement**”) located at <https://www.coxautoinc.com/terms/usa/>, and apply with respect to any Cox Product covered by these Additional Terms.

Product Descriptions: “**Digital Retailing**” is a Cox Software Product (or a suite of products) that enables consumers to begin, continue or complete an online vehicle purchase or lease transaction, including: (i) to prequalify and/or submit a credit application, (ii) receive a credit decision, (iii) in conjunction with other products and services, such as a trade-valuation tool, calculate payments due, and/or (iv) may further incorporate the following add-ons, to the extent included in any products/services purchased or licensed by Customer in an applicable Order Form:

- **Automated Submission:** Any service that enables submission of a consumer credit application to one or more Lenders without an explicit instruction from a correspondent dealer with respect to such individual application.
- **Document Upload:** Any service that enables a consumer to upload and append files in connection with a credit application or other use of Digital Retailing.
- **Performance Management:** Any service that entails periodic live consultation with Cox Representatives for the purpose of setting up or fine-tuning a Digital Retailing product.
- **Vehicle Protection:** Any service or tool that allows Customer to enable consumers to view and add to a selected vehicle one or more additional products offered by Customer as part of a vehicle sale or lease, reflecting the price in the monthly vehicle payment amount. Examples of such additional products include, but are not limited to: prepaid maintenance, service agreements, gap insurance, windshield protection, and road hazard protection plans.
- **Vehicle Reservation:** Any service or tool that enables acceptance of a vehicle reservation, which may be accompanied by a payment of deposit.

Additional Terms:

1. **Definitions.** Capitalized terms used, but not otherwise defined herein, shall have the meanings ascribed to them in the Master Agreement. In addition, for the purposes of these Additional Terms, the following terms shall have the following meanings:
 - (a) “**Communication**” means any communication issued by or on behalf of Customer (or its Authorized Licensee) in connection with a consumer’s use of Digital Retailing.
 - (b) “**Cox Data Output**” for the purposes of these Additional Terms, means any data (including calculated payments and Lender decisioning data, but excluding any Lender logos or marks) or other response (including a status or error response) returned by Digital Retailing in response to a query.
 - (c) “**Lender**” means a financing source.

- (d) **“Listing Instance”** means an instance of Digital Retailing accessible within a vehicle listing on a Cox vehicle listing aggregator website, such as autotrader.com.
 - (e) **“Off-Platform Instance”** means an instance of Digital Retailing on a Customer Product.
 - (f) **“Provider”** or the purposes of these Additional Terms, means a Third-Party provider of Vehicle Protection products.
 - (g) **“Website Instance”** for the purposes of these Additional Terms, also includes an instance of Digital Retailing accessible within a vehicle listing on a Customer website powered by Dealer Dot Com, Inc., an Affiliate of Cox (other than through a Customer Product integrated into such website).
2. Permitted Use. Customer’s access to and use of Digital Retailing, any components thereof and Cox Data Output therefrom shall be limited to enabling and effecting vehicle transactions in the ordinary course of vehicle seller’s business. Where Customer is not a vehicle seller using Digital Retailing for its own transactions: (i) Customer’s use of Digital Retailing and Cox Data Output therefrom shall be limited to providing a Customer Product specified on the order form to Authorized Licensees whose use is limited in accordance with the preceding sentence, and (ii) Customer Product shall not enable for the same Authorized Instance concurrent access to Digital Retailing and a competing product (including any access to an alternative network of Lenders or access to participating Lenders via an alternative means).
3. Addition of Participating Lenders and Providers.
- (a) Digital Retailing supports submission of credit applications support only to certain participating Lenders. If a particular Lender is not available via a specific Digital Retailing product, Customer may request that Cox add such Lender. Cox may approve or deny such request in its sole discretion. If Cox approves such request to add a Lender, additional fees may apply.
 - (b) Where Vehicle Protection supports submission of a quote request for a Third Party product, such support is limited to participating Providers. If a particular Provider is not available in connection with a specific Vehicle Protection product, Customer may request that Cox add such Provider. Cox may approve or deny such request in its sole discretion. If Cox approves such request to add a Provider, additional fees may apply.
4. Calculated Payment Amounts. Calculation of taxes and fees is available only for cars and light duty trucks. All calculated payment amounts are estimates and are not guaranteed.
5. Credit Bureaus. Access to consumer credit reports in connection with use of Digital Retailing requires a separate agreement in effect with the applicable credit bureau reporting agency.
6. Submission Consents. Customer shall not permit a credit bureau report request or a credit application to be submitted for a consumer through Digital Retailing without an explicit consent of such consumer to such credit bureau report request or such credit application, respectively, being submitted.
7. Communications. As between Customer and Cox, Customer is solely responsible for the content

of any Communication, including, without limitation, any disclaimers or restrictions contained therein. Customer will make (or permit to be made) no representation that Cox (including any Affiliate of Cox) or any other Third Party is guaranteeing the price of any vehicle, the price of any additional products, the value of any trade-in vehicle, or any other terms contained in the Communication. Cox and its Affiliates specifically disclaim any representation, warranty, guarantee, promise, responsibility or liability regarding any Communication.

8. Trade-In, Acquisition and Valuation of Consumer Vehicles. Incorporation of trade-in values into Digital Retailing payment calculations requires a separate Subscription to a trade-in values product or the Kelley Blue Book Instant Cash Offer program and is subject to the additional terms and conditions applicable to such Cox Product. In addition, use of Instant Cash Offer values for trade-in purposes (including in connection with Digital Retailing payment calculations) requires an explicit consumer opt-in.
9. Performance Management. Where a Customer's Subscription includes Performance Management, Cox will provide periodic on-site (where practicable) or remote live consultations with Cox Representatives at time(s) reasonably selected by Cox during Customer's business hours, mutually scheduled at such intervals as Cox may from time to time determine to be advisable or appropriate. Customer shall have the option to postpone the setup process for any newly-installed feature or functionality of Digital Retailing until the next scheduled Performance Management consultation. Notwithstanding the foregoing, all functionality shall be deemed fully delivered to Customer once installed.
10. DISCLAIMERS. WITHOUT LIMITING THE GENERALITY OF THE DISCLAIMERS SET FORTH IN THE MASTER AGREEMENT OR ANY ADDITIONAL TERMS, CUSTOMER ACKNOWLEDGES AND AGREES THAT COX IS NOT A PARTY TO ANY TRANSACTION BETWEEN VEHICLE BUYERS AND SELLERS THAT ORIGINATES ON OR THROUGH DIGITAL RETAILING, INCLUDING, BUT NOT LIMITED TO, ANY ACCEPTANCE BY, THROUGH, OR ON BEHALF OF, CUSTOMER OF CONSUMER DEPOSITS VIA VEHICLE RESERVATIONS. COX MAKES NO REPRESENTATION, WARRANTY OR COMMITMENT AS TO SUFFICIENCY, ACCURACY, QUALITY OR AUTHENTICITY OF ANY DOCUMENTS UPLOADED BY OR ON BEHALF OF ANY USER THROUGH THE DOCUMENT UPLOAD SERVICE.
11. Listing Instances. With respect to any Listing Instance, these *Digital Retailing Additional Terms and Conditions* supplement should be read in conjunction with, *Cox Advertiser Relationship Additional Terms* found at: <https://www.coxautoinc.com/terms/usa/>.
12. Website Instances. With respect to any Website Instance, these *Digital Retailing Additional Terms and Conditions* supplement, and should be read in conjunction with, *Dealer.com Website Service Additional Terms* found at: <https://www.coxautoinc.com/terms/usa/>.
 - (a) Representations and Warranties. The following additional representations and warranties apply to Website Instances of Digital Retailing: Customer hereby represents and warrants to Cox that in connection with Customer's use of Digital Retailing, Customer shall: (1) conspicuously display a privacy policy within each Customer Product that, at a minimum (i) discloses the applicable privacy practices, (ii) identifies the collection and use of Personal Information and other data and information gathered, and (iii) offers consumers an opportunity to opt out of (or opt in, if required by Privacy Laws) the collection or use of Personal Information and other data and information gathered; (2) include any other

required notices, disclosures and opt outs as necessary or appropriate under Privacy Laws; and (3) abide by such disclosures and policies displayed pursuant to clause (1), and opt-in/opt-out selections received pursuant to clause (2).

- (b) Document Upload. Customer shall have caused consumer consent to be secured for the use, transmission, storage and display of uploaded documents by Cox and others as contemplated in connection with provision of Digital Retailing.

13. Off-Platform Instances. The following additional terms apply to any Off-Platform Instance:

- (a) Document Upload. Customer shall have caused consumer consent to be secured for the use, transmission, storage and display of uploaded documents by Cox and others as contemplated in connection with provision of Digital Retailing.
- (b) Integration. If delivery of Digital Retailing to Customer requires an integration, then, in addition to the requirements of Section 2.5 of the Master Agreement, Customer shall operate and manage the Customer Product and any interface receiving data from Cox in such a manner as to keep such Customer Product and any such interface from degrading the performance of Digital Retailing or any Cox system in a manner that is inconsistent with proper use or operation of Digital Retailing. In the event of such degradation or adverse impact, upon notification from Cox, Customer shall promptly terminate those processes causing such degradation or adverse impact and shall promptly implement any necessary changes to the Customer Program to prevent such degradation or adverse impact from reoccurring. Notwithstanding the foregoing, Cox shall have the right to suspend the integration until such changes are made.
- (c) Data Rights. Customer shall have caused to be secured from a consumer using Digital Retailing (or Customer Product or website, as applicable, through which Digital Retailing is accessed) sufficient consents to provide to Cox all required rights in connection with the Customer Data Input received via the Digital Retailing.

14. Automated Submission. The following additional terms apply for any subscription that includes Automated Submissions:

- (a) Authorized Licensees. Customer's use of Automated Submissions shall be limited to credit submissions on behalf of an Authorized Licensees (as such term is defined in Exhibit C to the Master Agreement) who have explicitly opted into Automated Submissions following receipt of disclosure provided in Section 15(f) below.
- (b) Required Subscriptions. A subscription to a Digital Retailing credit application submission product is required for each Authorized Licensee in order to receive the Automated Submissions function.
- (c) Representations and Warranties. The following additional representations and warranties apply to subscriptions that include Automated Submission. Customer represents and warrants that:
 - (i) each Authorized Licensee having access to the Customer Product with enabled Lender List function: (A) has received written disclosure of the Lender List feature, consistent with clause (e) below; (B) selected in writing the Lender List feature or has otherwise been presented with an opt-in mechanism (requiring an affirmative

opt-in) for the Lender List feature and has made an opt-in selection, (C) has not withdrawn or changed such selection at any time during the Subscription Term (or has lost its access to the Customer Product with enabled Lender List function immediately upon changing such selection), and (D) Customer has enabled within Customer Product an adequate visibility or reporting tool showing to each Authorized Licensee enabled for Lending List feature the credit applications submitted by Customer on such Authorized Licensee's behalf.

- (ii) to the extent it elects to use the Lender List feature to take actions on behalf on an Authorized Licensee, it shall at all times do so strictly in accordance with such Authorized Licensee's explicit instructions. Customer acknowledges and agrees that Cox has no obligation to ascertain any Authorized Licensee's instructions, or to implement limitations on the use of Lender List in furtherance of any instruction.
- (d) Disclaimer. The Lender List feature is being provided by Cox on an "as is" basis, without representations or warranties of any nature, all of which are expressly disclaimed.
- (e) Indemnification. Customer shall indemnify and hold harmless Cox for any claims, to the extent such claims are attributable to the enablement or use (including any unauthorized use) of the Lender List feature or any credit applications submitted in connection with the use of such feature.
- (f) Required Disclosure to Authorized Licensees.

"(i) Definitions:

"Cox" shall mean Cox Automotive, Inc. (or its affiliate, such as Dealertrack, Inc., as applicable), that provides access to the Lender network.

"Correspondent Lender" shall mean, with respect to any dealer, each lender to which such dealer is currently enabled to submit a consumer's credit application through the Cox system.

"Lender List Feature" shall mean a functionality that enables or permits a third- party provider to submit a consumer credit application to one or more Correspondent Lenders on a dealer's behalf.

"We (Us)" shall mean [Customer].

"You" shall mean [Authorized Licensee].

(ii) Lender List Feature.

You hereby direct Us to enable the Lender List Feature. You acknowledge and agree that the Lender List Feature will enable Us to submit, on behalf of Your customer or potential customer, credit application(s) to one or more of Your Correspondent Lenders. Such action was otherwise intended to be reserved to Your authorized person(s). Cox does not currently provide (and may not in the future provide) visibility or reporting to You as to credit applications submitted by Us on Your behalf, and it shall be Your sole option and responsibility to procure such visibility or reporting directly from Us at Your own expense.

As between You and Cox or any Correspondent Lender, You shall be responsible for any credit application (including applicable fees) submitted on Your behalf using the Lender List Feature to the same extent as if submitted directly by You. The Lender List Feature is being provided on an “as is” basis, without representations or warranties of any nature from Cox, all of which are expressly disclaimed. You shall indemnify and hold harmless Cox for any claims, to the extent such claims are attributable to the enablement or use of the Lender List Feature.”