

COX AUTOMOTIVE ECOMMERCE

ADDITIONAL TERMS AND CONDITIONS

These *Cox Automotive Ecommerce* (“*Ecommerce*”) *Additional Terms and Conditions* supplement the *Cox Automotive Master Subscription Terms* (the “*Master Subscription Terms*”), which can be found at: <https://www.coxautoinc.com/terms/usa/>.

Product Descriptions: *Ecommerce* is a Cox Product (or a suite of Cox Products) that facilitates the sale of cars through an e-commerce solution based on consumer activity and that (i) enables consumers to generate monthly vehicle payment amounts reflecting the purchase or lease terms for a selected vehicle offered by Customer, state and local tax and fees, trade-in value, dealer fees, any available incentives and other related information, (ii) enables consumers to prequalify and/or submit a credit application, including enabling a consumer to upload and append files in connection with a credit application or other use of Ecommerce (“**Document Upload**”), (iii) allows Customer to accept a vehicle reservation, which may be accompanied by a payment of deposit or purchase price from a consumer to Customer (“**Vehicle Reservation**”), 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:

- **Document Upload:** Any service that enables a consumer to upload and append files in connection with a credit application or other use of Ecommerce.
- **Performance Management:** Any service that entails periodic live consultation with Cox Personnel for the purpose of setting up or fine-tuning a Cox 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 allows Customer to accept a vehicle reservation, which may be accompanied by a payment of deposit or purchase price from a consumer to Customer.
- **Financing Automation:** Any service or tool that allows Customer to enable automatic Lender routing and/or selection (not credit decisioning) designed to align consumer expectations and likelihood of acceptance for consumer Lender financing.

Additional Terms and Conditions:

1. **Definitions.** Capitalized terms used herein without definition have the meanings assigned thereto in the Master Subscription Terms.
 - (a) “**Customer Applications**” means products, websites or other applications owned, maintained and operated by Customer, as further identified in the Order Form.
 - (b) “**Communication**” means any communication (such as an email) issued (including by automatic means) by or on behalf of Customer in connection with a consumer’s use of Ecommerce.

- (c) **“Ecommerce Output Data”** means any data (including calculated payments and Lender decisioning data) or other response (including a status or error response) returned by Ecommerce in response to a query.
- (d) **“Lender”** means a financing source.

2. General. The following terms are applicable to Ecommerce:

- (a) Cox Not a Party. Customer hereby acknowledges and agrees that Cox is not a party to any transaction between vehicle buyers and sellers that occurs or originates on or through Ecommerce, including, but not limited to, any acceptance by or on behalf of Customer of consumer deposits via Vehicle Reservations.
- (b) Lenders.
 - (i) Ecommerce supports submission of credit applications only to certain participating Lenders. If a particular Lender is not available via Ecommerce, 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.
 - (ii) Customer is solely responsible for maintaining its preferred Lenders within Ecommerce and notifying Cox in writing in the event of any changes to Customer’s preferred Lenders or Lender programs, including, without limitation, the addition of any new Lender programs to Customer’s preferred Lenders, any removal of Lenders from Customer’s preferred Lender list, any program updates, changes, or modifications to any programs offered by any of Customer’s preferred Lenders.
- (c) Technical Documentation. Customer’s use of Ecommerce products shall at all times comply with developer guides, technical documentation and other Attachments provided from time to time by Cox.
- (d) Specials and Incentives. Regionalized incentive information is typically limited to the current model year vehicles and requires a zip code. Additional information may be required for specialized incentives.
- (e) Credit Bureaus. In connection with Customer’s receipt of consumer credit reports via its licensed use of Ecommerce, Customer must have an agreement in effect with a credit bureau reporting agency allowing Customer to request and receive consumer credit reports.
- (f) Credit Applications. Customer shall have obtained express consent from each consumer to request a credit bureau report prior to causing any credit bureau report to be requested for such consumer and, where applicable, to submit a credit application to financial institutions for decisioning prior to causing any credit application to be submitted for such consumer.
- (g) Calculated 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.
- (h) 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 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.

- (i) Consumer Information and User Input. As between Customer and Cox, Customer is solely responsible for use of Ecommerce by or on behalf its consumer customers, including accurate selection or entry of all user input, including Consumer Information.
- (j) Document Upload. WITHOUT LIMITING THE GENERALITY OF THE DISCLAIMERS SET FORTH IN THE MASTER SUBSCRIPTION TERMS, 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 SERVICE.
- (k) Data Rights. Notwithstanding anything to the contrary in the Master Subscription Terms, and for the purposes of any Ecommerce product, Cox shall retain exclusive ownership of all rights, title and interest in and to any and all Ecommerce Output Data. Customer is provided a limited license to use the Ecommerce Output Data for the sole and exclusive purpose of displaying the result of the applicable query to the Customer or consumer (as authorized under the applicable Order Form) initiating such query. The foregoing license permits Customer to collect, process, store, generate, and display Ecommerce Output Data only if and to the extent necessary and authorized pursuant to the previous sentence. Ecommerce Output Data shall constitute Confidential Information of Cox. Customer will not (and will not allow any Third Party to) use, sell, rent, transfer, distribute, or otherwise monetize or disclose or make available Ecommerce Output Data (whether or not such Ecommerce Output Data is aggregated and/or anonymized) for any other purpose without Cox's prior written consent expressly authorizing the specific use and/or disclosure. Customer will not combine (and will not allow any Third Party to combine) the Ecommerce Output Data with any other data of Customer or any other Third Party. Ecommerce Output Data that has been formatted, processed, or subjected to any other process or procedure by Customer or any other Third Party (proprietary or otherwise) shall remain Ecommerce Output Data solely owned by Cox in its entirety and subject to all requirements of this Section 2(k).
- (l) Representations and Warranties. Customer hereby represents and warrants to Cox that each Customer Application, Communication, and Customer's use of Ecommerce and handling of Confidential Information of Cox will at all times throughout the Subscription Term (i) comply with all Laws (including, but not limited to, Privacy Laws and all laws relating to false or deceptive advertising, motor vehicle advertising and automotive finance, and the conduct of sweepstakes or other promotions), (ii) not be libelous, (iii) have the requisite licenses, approvals, authorizations and/or consents necessary for the transmission, use, storage and processing of Consumer Information as contemplated hereunder, and (iv) not infringe, violate, or misappropriate any rights of any Third Party, including, but not limited to, any contractual rights, patent, copyright, trademark, trade secret, privacy right, publicity right, moral right, or any other intellectual property or proprietary right. Customer further represents and warrants that it has implemented, currently maintains and shall maintain throughout the Subscription Term an information security program designed to protect

Confidential Information of Cox, which program includes administrative, technical, and physical safeguards sufficient: (i) to ensure the security and confidentiality of such Confidential Information; (ii) to protect against any reasonably anticipated threats or hazards to the security or integrity of such Confidential Information; and (iii) to protect against unauthorized access to or use of such Confidential Information that could result in harm or inconvenience to Cox, its Affiliates, or to any of their employees, agents, or representatives.

- (m) Audit. At any time during the Subscription Term, Cox may review Customer's use of Ecommerce, to determine compliance with the Master Subscription Terms as supplemented hereby. Customer agrees to cooperate with such Cox review and provide reasonably required assistance and access to such data and records of Customer as may be necessary in the reasonable opinion of Cox to substantiate compliance.
- (n) Termination. In addition to any rights under Section 3.1 of the Master Subscription Terms, Cox may terminate any Subscription to Ecommerce at any time upon 30-day Email Notice to Customer.