



HOMENET IOL SOLUTIONS

ADDITIONAL TERMS AND CONDITIONS

Product Descriptions: HomeNet Inventory Online Solutions (IOL Solutions) is a suite of Cox Products related to automotive inventory management that integrate with Customer's DMS. IOL Solutions enables Customer to create and format display advertisements for vehicles in Customer's inventory and automatically distribute such advertisements to Customer's or the applicable OEM's websites, online classifieds and other third party websites. More specifically, IOL Solutions include the following Cox Products:

- ***IOL Lite:*** Inventory merchandising service designed for multi-source exporting to a single destination;
- ***IOL Essentials:*** Inventory merchandising service designed for multi-source exporting to multiple destinations;
- ***IOL Overdrive:*** Inventory merchandising service designed for multi-source exporting to multiple destinations, with frequent updates for vehicle-related information, DigitalLot mobile application access, and automatic generation of vehicle-specific descriptions;
- ***IOL Ultimate:*** Inventory merchandising service designed for multi-source exporting to multiple destinations, with frequent updates for vehicle-related information, automatic generation of vehicle-specific descriptions, DigitalLot mobile application access, SnapLot mobile application access, Kelley Blue Book Values and Window Stickers, and an expanded image gallery;
- ***IOL Ad Manager:*** Service that enables Customer to post segments of vehicle inventory to specific digital marketing destinations such as Craigslist, eBay, and Facebook.

Customer will have access only to the Cox Products (and, where applicable, the particular features of such Cox Products) that are specified on the applicable Order Form.

Additional Terms and Conditions:

1. Definitions.

- (a) ***"Kelley Marks"*** means any name, logo, trademark or service mark of Kelley Blue Book, including but not limited to "Kelley Blue Book," "Blue Book," "KBB.com," any variations or misspellings thereof, and the Kelley Blue Book logo.
- (b) ***"Lending Values"*** means the industry-facing values provided by Kelley Blue Book which are used as benchmarks for wholesale and retail lenders for vehicles that are in good or better condition, fully reconditioned, inspected, and prepared for retail sale.
- (c) ***"Online Inventory Listing"*** means a vehicle listing that is accompanied by a Valuation and displayed on online classifieds and/or third-party websites.
- (d) ***"Suggested Retail Values and Typical Listing Prices"*** means the consumer-facing values provided by Kelley Blue Book which are representative of dealers' asking prices for used cars that have been fully reconditions with clean title history.



- (e) **“Valuation”** means a single price or value, or a range of prices or values, for a specific vehicle identified by a VIN for a specific geographic zone (e.g., zip code) made available in IOL for the uses set forth in Section 3 below.
 - (f) **“Window Sticker”** means a window sticker containing information about a vehicle in Customer’s inventory that includes a Valuation for such vehicle.
2. Access Conditions. The following are conditions of Customer’s access to certain Cox Products or third party products and information:
- (a) Auction Integration. In order to access Auction Integration via IOL Solutions, Customer must have an active subscription to ADESA or SmartAuction.
 - (b) Vehicle History Reports. In order to access vehicle history reports via IOL Solutions, Customer must have an active subscription to Carfax or Experian’s Autocheck.
 - (c) Open Recall Integration. In order to access the Open Recall Integration via IOL Solutions, Customer must have an active subscription to Carfax Advantage.
 - (d) IOL Ad Manager. In order to access the IOL Ad Manager via IOL Solutions, Customer must have an active Facebook, eBay, and/or Craigslist account, and Customer will be required to pay eBay and Craigslist directly for any vehicle listings.
 - (e) Near-Time Network. In order to access the Near-Time Network via IOL Solutions, Customer must have an active subscription to the applicable vehicle listing websites (e.g., Autotrader.com, KBB.com, Cars.com).
 - (f) Video Online. In order to access the Carfax overlay, Customer must have an active subscription to Carfax.
 - (g) Window Stickers.
 - (i) In order to access Kelley Blue Book-branded Window Stickers via IOL Solutions, Customer must have an active Subscription to the Kelley Blue Book Merchandising Package.
 - (ii) In order to access Carfax-branded Window Stickers via IOL Solutions, Customer must have an active subscription to Carfax.
3. Kelley Blue Book Merchandising Package. If Kelley Blue Book Merchandising Package is included in Customer’s Subscription to the IOL Solutions, the following terms are applicable to Customer’s use of and access to the Kelley Blue Book Merchandising Package.
- (a) Authorized Uses. Customer may use the Kelley Blue Book Merchandising Package only for the following purposes:
 - (i) To access and internally use the Kelley Blue Book Valuation look up tool in IOL Solutions to configure a vehicle in Customer’s inventory to obtain a Valuation;
 - (ii) To access and internally use the Kelley Blue Book Lending Values provided in IOL Solutions to price and value a vehicle in Customer’s inventory and in “book sheets” used by Customer to request financing from banks or other lenders. In no

event may Customer publish, distribute, or otherwise provide any such Lending Values to any consumer or other third party;

- (iii) To access and use the Kelley Blue Book Suggested Retail Values and Typical Listing Prices (formerly Suggested Retail) provided in IOL Solutions solely in connection with a vehicle in Customer's inventory, and to republish such values and prices on Online Inventory Listings (which values and prices must, at all times, include the appropriate disclosure related thereto) that are formatted and distributed through the IOL or on Window Stickers (digital and printed);
- (iv) To access, use and apply specific Kelley Blue Book awards and accolade stamps, which shall be considered Kelley Marks, as image overlays for the applicable new cars in Customer's inventory;

(b) Kelley Marks and Valuations.

- (i) Kelley Blue Book grants Customer, subject to its continued compliance with all of these Additional Product Terms and the Master Subscription Terms, a limited, non-exclusive, non-transferable, revocable license to use the Kelley Marks and Valuations solely in connection with Customer's use of the Kelley Blue Book Merchandising Package via IOL Solutions as permitted hereunder.
- (ii) Customer agrees to properly and accurately display the Kelley Marks and Valuations, with the appropriate copyright and disclaimer notices.
- (iii) Customer shall not modify, edit, or otherwise change any of the Valuations other than as expressly permitted herein, or post or otherwise make available on any marketing materials or on any websites owned, created, utilized or operated, directly or indirectly, by, on behalf of, or for the benefit of Customer.
- (iv) Any other uses of the Kelley Marks or Valuations by Customer that are not expressly permitted in these Additional Product Terms are specifically prohibited, including in any advertising creative, search engine marketing campaign (e.g., Google AdWords) or site optimization activities (including use in page meta data, meta tags, Web page titles, URLs, or sub-domain URLs).

4. Customer Responsibilities. Customer is responsible for any and all activities that occur in connection with an Online Inventory Listing and for the use and display of any Kelley Marks and/or Valuations on such Online Inventory Listing in accordance with these Additional Product Terms.
5. Audit. At any time during the Subscription Term, Kelley Blue Book may review Customer's usage of the Kelley Marks and/or the Valuations. Without limiting any of its other rights or remedies, if such review reveals that Customer is not properly displaying the Kelley Marks or the Valuations, Kelley Blue Book or its Affiliates may, in its sole discretion, provide Customer with an opportunity to cure the breach or exercise its suspension or termination rights set forth below.
6. Suspension or Termination. HomeNet or its Affiliates may suspend or terminate Customer's use of or access to IOL Solutions, Kelley Marks, or Valuations at any time if it reasonably determines that Customer is using the IOL Solutions, Kelley Marks or the Valuations in breach of these Additional Product Terms, the Master Subscription Terms or otherwise in an unsuitable manner.