



KARPOWER ONLINE

ADDITIONAL TERMS AND CONDITIONS

Product Description: Karpower Online is a Cox Product that provides Customer with the information and necessary tools to value, manage and market Customer's vehicle inventory effectively.

Additional Terms and Conditions:

1. Definitions.
 - (a) **"Customer Website(s)"** means any website specified on the Order Form that Customer owns, manages, or operates.
 - (b) **"Karpower Data and Information"** means new and used vehicle pricing, specifications, and/or other data and information delivered from time to time by HomeNet or its Affiliates via Karpower, including but not limited to the Valuations, Reports, and the Karpower software, object code, images, graphics, icons, logos, documentation, and any other data contained in or made available through Karpower.
 - (c) **"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," "Karpower.com," "Karpower," any variations or misspellings thereof, and the Kelley Blue Book logo.
 - (d) **"Online Inventory Listing"** means a vehicle listing that is accompanied by a Valuation and displayed on a Customer Website.
 - (e) **"Report"** means a hard-coded or customizable report generated by Karpower (e.g., lending/retail breakdown, trade-in summary, etc.)
 - (f) **"Valuation"** means a single price or value (or a range of prices or values) for a specific vehicle identified by a VIN (e.g., MSRP, dealer invoice, fair purchase price for a new vehicle, trade-in, lending, auction, certified pre-owned, and/or suggested retail price for a used vehicle) for a specific geographic zone (e.g., zip code) made available from time to time by Kelley Blue Book or its Affiliates via Karpower.
 - (g) **"Window Sticker"** means a window sticker containing information about a vehicle in Customer's inventory that includes a Valuation for such vehicle.
2. Vehicle History Report Access Condition. In order to access Carfax and/or Autocheck vehicle history reports via Karpower, Customer must have an active subscription to Carfax and/or Autocheck.
3. Authorized Uses. Customer may use the Karpower Data and Information only for the following purposes:
 - (a) Reports. Customer may use the Karpower Data and Information to generate Reports using the Karpower Data and Information from Karpower solely for Customer's internal use and/or to share with third parties in the automotive industry only. Customer shall not, directly or indirectly, provide to or otherwise share Reports with consumers or the general public.
 - (b) Window Stickers. Customer may use the Karpower Data and Information to create and print Window Stickers for display on a vehicle in Customer's inventory. The following requirements apply to any Valuation displayed in a Window Sticker:

- (i) The text label must read “Kelley Blue Book® [Insert Type of Value (e.g., Typical Listing Price)]” in no less than fourteen (14) point type size; and
 - (ii) The disclaimer and copyright notice provided by Karpower must be included and displayed in close proximity to a Valuation.
- (c) Online Inventory Listings. Customer may use the Karpower Data and Information to post, publish and transfer Karpower Data and Information from Karpower to a Customer Website solely in connection with an Online Inventory Listing and only by using the data export function provided by Karpower. For clarity, Customer shall not post or otherwise make any Karpower Data and Information (including any Valuations) accessible on any website, other than in Online Inventory Listings in accordance with this Section 2(c). The following requirements apply to any Valuation displayed in an Online Inventory Listing:
- (i) The text label must read “Kelley Blue Book® [Insert Type of Value (e.g., Typical Listing Price)]” in no less than twelve (12) point type size; and
 - (ii) The following disclaimer and copyright notice must be included and displayed in close proximity in no less than nine (9) point type size (dates and location/zip provided with the Valuation):

“©20XX Kelley Blue Book Co., Inc. All rights reserved. MM/DD/YYYY-MM/DD/YYYY Edition for <LOCATION><ZIP CODE>. Values and pricing are the opinions of Kelley Blue Book, and the actual price of a vehicle may vary. The value and pricing information displayed for a particular vehicle is based upon the specification, mileage and/or condition information provided by the person generating this report. Kelley Blue Book assumes no responsibility for errors or omissions.”

3. Customer Responsibilities.

- (a) Customer is responsible for any and all activities that occur in connection with an Online Inventory Listing and for the use and display of Karpower Data and Information on such Online Inventory Listing in accordance with these Additional Terms.
- (b) Customer shall notify HomeNet immediately of any known or suspected unauthorized use or other breach of security related to Karpower or Karpower Data and Information.

4. Use Restrictions. Customer (and Customer Representatives) may not:

- (a) Cause any Karpower Data and Information containing lending and/or auction values to be published, posted, or otherwise accessible, electronically or in print, to consumers and/or the general public; provided, however, Customer may publish such lending and/or auction values on an intranet website, or other secure website that is not accessible to consumers or the general public, which is owned, created, utilized or operated, directly or indirectly, by, on behalf of, or for the benefit of Customer;
- (b) Remove accompanying copyright notices and/or disclaimers from any Online Inventory Listings, Window Stickers, or Reports;
- (c) Use or access Karpower and/or Karpower Data and Information to send, upload, distribute, disseminate, or offer to do the same with respect to, any unlawful, harassing, libelous, abusive, tortious, defamatory, threatening, harmful, invasive of another’s privacy, obscene, or otherwise objectionable content; or
- (d) Use or access Karpower and/or Karpower Data and Information to send unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid

schemes, or any other form of duplicative or unsolicited messages, whether commercial or otherwise.

5. Kelley Marks. 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 for use and display on Reports, Online Inventory Listings and/or Window Stickers as permitted hereunder. Customer agrees to properly and accurately display the Kelley Marks and Valuations. Any other uses of the Kelley Marks or Valuations by Customer 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).
6. Audit. At any time during the Subscription Term, HomeNet may review Customer's usage of the Karpower Data and Information and/or the Kelley Marks. Without limiting any of its other rights or remedies, if such review reveals that Customer is not properly displaying the Kelley Marks, Valuations or other elements of the Karpower Data and Information as required hereunder, HomeNet 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 in Section 7.
7. Suspension or Termination. HomeNet or its Affiliates may suspend or terminate Customer's Subscription to Karpower at any time if it reasonably determines that Customer is using Karpower, the Kelley Marks, Valuations or other elements of the Karpower Data and Information in breach of the Order Form (including the Master Subscription Terms, and these Additional Product Terms as well as any other Attachments) or otherwise in an unsuitable manner. Upon any termination of Customer's Subscription to Karpower, Customer may keep copies of the Karpower Data and Information previously printed, accessed and/or stored by Customer for archival purposes.