

KELLEY BLUE BOOK
MARKETLENS SERVICE
ADDITIONAL TERMS AND CONDITIONS

Product Descriptions: The MarketLens Service (“*MarketLens*”) is a Cox Product that Customer can use to view Values and Valuation Reports for vehicles to assist Customer with transactions and pricing for a given vehicle by displaying wholesale and retail price ranges.

Additional Terms and Conditions:

1. Definitions. Capitalized terms used herein without definition shall have the meanings assigned thereto in the Cox Automotive Australia Master Subscription Terms located at <https://www.coxautoinc.com/terms/wp-content/uploads/sites/3/Cox-Automotive-Australia-Master-Subscription-Terms.pdf>, which are supplemented by these Additional Terms and Conditions with respect to MarketLens.

- (a) “*Kelley Blue Book*” means Kelley Blue Book Co., Inc., an Affiliate of Dealer Solutions.
- (b) “*Kelley Competitor*” means Glass’s Guide, Redbook or any other Third Party that provides editorialized vehicle pricing data and vehicle valuations.
- (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,” “MarketLens,” any variations or misspellings thereof, and the Kelley Blue Book logo and such other names, marks, and logos and other intellectual property Kelley used, uses or may in the future use in or related to its business, products or services, including, without limitation, all improvements, additions, derivatives and other modifications thereof.
- (d) “*Licensed Data*” shall mean the data generated by MarketLens, including but not limited to the Values and Valuation Reports.
- (e) “*Valuation Report*” means Kelley Blue Book® Values, or a range of Values, from the Licensed Data for a specific vehicle identified by year, make, model or VIN for a specific geographic zone.
- (f) “*Values*” shall mean the Kelley Blue Book® values (e.g. trade-in, auction & typical dealer asking for used vehicles) provided by MarketLens.

2. Grant of License. Conditioned expressly on Licensee’s compliance with this Agreement, Dealer Solutions hereby grants to Licensee a limited, non-exclusive, revocable and non-transferable right and license during the applicable License Term to access and use Service solely for its internal use.

3. Use Restrictions. Neither Customer nor any of its Authorized Users shall:

- (a) use any of the Licensed Data, or modify or create any derivative works of the Licensed Data;
- (b) use the Kelley Marks for any purpose;
- (c) violate any applicable law or any intellectual property rights or other rights of any Third party in connection with any use of or access to the Licensed Data;
- (d) challenge, cooperate with any Third party in challenging, or do anything to assist any Third party in challenging any right or interest that Dealer Solutions or its Affiliates may have in or to any of the Licensed Data or the KBB Marks;
- (e) transfer, license, display, distribute, resell, commercialize or make available any of the Licensed Data in any form to any Third party, or
- (f) access or use the Licensed Data for any purpose that is competitive with Dealer Solutions or its Affiliates, or any products or services of Dealer Solutions or its Affiliates, or for purposes of developing or promoting any competing product or service;
- (g) publish or publicly disclose the Licensed Data, including by placing any of the Licensed Data onto a server so that it is accessible to any Third party or via a public network such as the Internet;

- (h) reverse engineer, reverse assemble, decompile, disassemble, data-mine or data-scrub MarketLens or any software or computer code contained in the Licensed Data, or develop a competing product or database based on the Licensed Data.
- (i) republish in print or electronic format, transfer or make any use of the Licensed Data except as expressly set forth in this Agreement and no other license or right is hereby granted or shall be deemed granted with respect to the Licensed Data.

4. Ownership

- (a) Proprietary Information. As between the parties, MarketLens, Licensed Data (including without limitation the Values and Valuation Reports), Analytics Data, and all improvements, additions, derivatives and other modifications thereto, and any information pertaining to the foregoing are the exclusive property of Dealer Solutions, and shall be considered and treated by Licensee as the proprietary information of Dealer Solutions (the “DS Proprietary Information”). Licensee agrees that it has no right, title, or interest in any of the DS Proprietary Information except the right to use the DS Proprietary Information in accordance with and subject to this Agreement. Licensee further agrees not to challenge or assist with or participate in any challenge, directly or indirectly, of Dealer Solution’s ownership of the DS Proprietary Information or any right, title or interest therein or any portion thereof. With the exception of Licensee’s use of MarketLens and Licensed Data in accordance with this Agreement, Licensee agrees not to, directly or indirectly, disclose, sell or otherwise transfer or exploit the DS Proprietary Information, or any portion thereof, to any other person or entity or allow any other person or entity to use the DS Proprietary Information, or any portion thereof, without the prior written consent of Dealer Solutions, which may be withheld in the sole discretion of Dealer Solutions.
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5. Suspension or Termination. To the extent permitted by law, Kelley Blue Book may suspend or terminate Customer’s Subscription to the MarketLens at any time if Kelley Blue Book reasonably determines that Customer is using MarketLens in breach of this Addendum, including the Additional Terms and any Attachments, or otherwise in an unsuitable manner.