

**KELLEY BLUE BOOK
MARKETLENS SERVICE**

ADDITIONAL TERMS AND CONDITIONS

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

Additional Terms and Conditions:

1. Definitions.

- (a) “*Customer Program*” means any and all software and/or application owned, created, utilized or operated by, on behalf of, or for the benefit of Customer, that displays MarketLens.
- (b) “*Kelley Competitor*” means Trader Canada, Accu-Trade, Canadian Black Book, 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.
- (d) “*User*” means any visitor to the Customer Program who uses MarketLens to view the Valuations.
- (e) “*Valuation*” means a single price or value, or a range of prices or values from the KBB Data for a specific vehicle identified by a VIN for a specific geographic zone (e.g., zip code).

2. Authorized Uses. Customer may display MarketLens in the Customer Program, as provided for on the Order Form.

3. Customer Obligations.

- (a) Customer is responsible for ensuring that the Customer Program is set up to integrate MarketLens by means of an HTML frame.
- (b) Customer acknowledges that Kelley Blue Book may make changes to MarketLens from time to time, which may require Customer to modify the interface and/or integration between MarketLens and the Customer Program. Any such modifications required to the Customer Program, and/or the integration between the Customer Program and MarketLens, shall be the sole responsibility of Customer.
- (c) Prior to the release of MarketLens, Customer must obtain Kelley Blue Book’s approval for the use and display of MarketLens thereon.
- (d) Customer is responsible for any and all activities that occur on the Customer Program and for the use and display of MarketLens thereon.
- (e) Customer shall notify Kelley Blue Book immediately of any known or suspected unauthorized use of MarketLens or any KBB Data, or any breach of security.

4. Use Restrictions. Customer may not:

- (a) Use the Kelley Marks, MarketLens or any of the KBB Data in any advertising;
- (b) Present MarketLens to Users in a HTML pop-up or similar device or in a non-framed web page;
- (c) Alter, block or otherwise prevent display of any Kelley Blue Book content in MarketLens or KBB Data;
- (d) Display or use any link to directly access any Kelley Blue Book data file;
- (e) Display or use the Links in any manner that improperly connotes any endorsement by or affiliation with Kelley Blue Book;
- (f) Display any vehicle pricing valuation data or vehicle editorial content provided by any Kelley Competitor on the same page as MarketLens; or

(g) Display any advertisement of or editorialized vehicle pricing data provided by any Kelley Competitor on the same page as MarketLens.

5. Representations and Warranties. Customer represents and warrants to Kelley Blue Book that Customer owns, manages or otherwise controls the Customer Program in a manner that enables Customer to fully comply with the Master Subscription Terms, these Additional Terms, and Attachments hereto.

6. Audit. At any time during the Subscription Term, Kelley Blue Book may Review Customer Program to determine compliance with these Additional Terms. Without limiting any of its other rights or remedies, if such review or audit reveals a breach, Kelley Blue Book 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 8.

7. Valuations. Customer acknowledges that in order for MarketLens to generate a Valuation with respect to a specific vehicle, Customer must provide the information required in MarketLens.

8. Suspension or Termination. 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.

9. Indemnification. In addition to Customer's indemnifications set forth in Section 9.2 of the Master Subscription Terms, Customer will indemnify and defend Kelley Blue Book and its Affiliates against any damages, losses, costs and expenses (including reasonable attorneys' fees, court costs, settlement costs and awarded amounts) incurred in connection with any Third Party claim to the extent that such claim arises from (a) any advertising by Customer about or related to MarketLens, MarketLens and/or any materials to which users can link through any such advertising, (b) inaccurate, incomplete, false or misleading data or information in the Customer Program including, but not limited to, the vehicle details pages, (c) any vehicle listing in the Customer Program, and (d) any vehicle information provided by Customer to Kelley Blue Book for use in MarketLens that is incorrect, inaccurate, false or misleading or fails to meet the requirements of applicable Law.