

KELLEY BLUE BOOK PRICING SERVICE
CONSUMER FACING
ADDITIONAL TERMS AND CONDITIONS

Product Descriptions: The Kelley Blue Book Pricing Service (the “*Service*”) is a Cox Product that Customer can use to call and access certain Kelley Blue Book vehicle pricing and specifications information.

Additional Terms and Conditions:

1. Definitions.

- (a) “*Customer Website(s)*” means any website and/or application that is specified on the Order Form that Customer owns, manages, or controls, and is accessed by the general public (i.e., consumers).
- (b) “*Display Requirements*” means the KBB Data, KBB Content, and Kelley Marks display requirements for the Customer Website(s), which can be found at the following link <https://www.coxautoinc.com/terms/canada/> as may be amended by Kelley Blue Book from time to time upon written notice to Customer.
- (c) “*KBB Content*” means, individually or collectively, the consumer ratings, consumer reviews, expert ratings, expert reviews, and articles, provided by Kelley Blue Book.
- (d) “*KBB Data*” means the new and used vehicle pricing, specifications, Valuations and/or other information delivered from time to time by Kelley Blue Book or its Affiliates via The Service, as set forth in the applicable Order Form.
- (e) “*Kelley Competitor*” means Trader Canada, Accu-Trade, Canadian Black Book, or any other Third Party that provides editorialized vehicle pricing data.
- (f) “*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.
- (g) “*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 or configuration (i.e., year, make, model, trim, optional equipment, and mileage) for a specific geographic zone (i.e., zip code) for a specific date.
- (h) “*Visitor*” means any visitor to the Customer Website who obtains a Valuation or KBB Data.

2. The Service and KBB Data.

- (a) Authorized Use. As set forth on the applicable Order Form, Customer may use the Service and the KBB Data only to display the following on Customer Websites: (i) KBB Data, (ii) Valuations, and/or (iii) KBB Content, in each case, in compliance with the Display Requirement. In addition, Customer may display Valuations solely for use by Visitors to the Customer Websites, and (iii) use and display Kelley Marks, as provided by Kelley Blue Book, in connection with the KBB Data and KBB Content on the Customer Websites, subject to Kelley Blue Book’s prior approval, which may be withheld or conditioned in Kelley Blue Book’s sole discretion.
- (b) Restrictions. Customer shall not modify, edit, or otherwise change any of the KBB Data or KBB Content. Customer will be responsible and liable for all actions taken by Visitors in connection with the use of any KBB Data. In no event shall Customer publish on Customer Website either the Kelley Blue Book Auction Value or the Kelley Blue Book Lending Value. The KBB Data and KBB Content shall be provided to Visitors free of charge. Customer may not provide any Visitor with direct access to the Service.
- (c) Delivery. Kelley Blue Book will provide the KBB Data and/or KBB Content to Customer via the Service excluding articles which shall be delivered via email.

3. Customer Obligations.

- (a) Customer acknowledges that Kelley Blue Book may make changes to the KBB Data, KBB Content or the Service from time to time, which may require Customer to modify the Customer Website to properly display the KBB Data. Any modifications required to the Customer Website shall be the sole responsibility of Customer.
- (b) Prior to its distribution, Customer must obtain Kelley Blue Book's approval, which may be withheld or conditioned in Kelley Blue Book's sole discretion, for the use and display of the KBB Data, KBB Content and Kelley Marks in the Customer Website and/or advertising and marketing materials. Customer shall make no other use of the Kelley Marks except as specifically set forth in Section 2(a) herein. Restricted uses of the Kelley Marks include, but are not limited to, use in any advertising creative, any search engine marketing campaign (e.g., Google AdWords) or site optimization activities (e.g., within page meta data, meta tags, webpage titles, URLs, or sub-domain URLs).
- (c) Customer shall place one or more graphic or text links from Customer Website to KBB.com that are visible to search engines.
- (d) Customer is responsible for any and all activities that occur in connection with the Customer Website.
- (e) Customer is responsible for setting up the Customer Websites to integrate the KBB Data and/or KBB Content to allow for display on Customer Websites.
- (f) Customer Websites must integrate the KBB Data and KBB Content by means of an HTML frame or similar technology that is approved by Kelley Blue Book in its sole discretion. Neither the KBB Data nor the KBB Content shall be presented in a pop-up, overlay, or similar device, or in a non-framed webpage.
- (g) Customer will ensure that the Customer Websites contain a privacy statement which includes that information about visitors may be collected and/or aggregated through the use of automated means and that all such information may be shared with Third Parties.
- (h) Except as provided herein, Customer shall not post or otherwise make accessible any KBB Data or KBB Content on any website owned, managed, controlled, or licensed by Customer.
- (i) Customer shall notify Kelley Blue Book immediately of any known or suspected unauthorized use of the Service or of any KBB Data or KBB Content, or any breach of security.
- (j) Disclaimer and Copyright Notice. All KBB Data displayed in the Customer Website shall be accompanied by appropriate copyright and disclaimer notices and otherwise in accordance with the Display Requirements.
- (k) Customer may display on Customer Website the KBB Content related to a specific vehicle (year, make and model) once on a research page, and once on a vehicle listing page, provided the vehicles on those pages match the specific vehicle (year, make and model) referenced in the KBB Content; excluding advice articles which may appear only once on Customer Website.
- (l) Customer will provide hyperlinks from the KBB Content on Customer Website directly (i.e., without intermediate pages, advertisements or re-routes) to the corresponding reviews and/or ratings content on kbb.com, in accordance with the specifications set forth in the Display Requirements.
- (m) Customer will be responsible for updating the KBB Data and/or KBB Content on Customer Website at least once per week.

4. Exclusivity. Customer shall not display within any Customer Website, any vehicle pricing, valuation data, vehicle editorial content or advertisement of a Kelley Competitor.

5. Audit. At any time during the Subscription Term, Kelley Blue Book may review Customer's use of the KBB Data and/or the Kelley Marks in the Customer Website and/or in advertising and marketing materials to determine compliance with these Additional Terms. Without limiting any of its other rights or remedies, if Kelley Blue Book, in its sole discretion, determines that the Kelley Marks, Valuations or other elements of the KBB Data are not properly displayed in the Customer Website and/or advertising and marketing materials,

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 6.

6. Suspension or Termination. Kelley Blue Book may suspend or terminate Customer's Subscription to the Service at any time if Kelley Blue Book reasonably determines that Customer is using the Service and/or the KBB Data in breach of these Additional Terms (including any Attachments) or otherwise in an unsuitable manner.
7. 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 content or advertising on Customer Websites and/or any materials to which users can link through any such advertising, (b) Customer's breach of the obligations set forth in Section 3.