

KELLEY BLUE BOOK PRICING SERVICE
CONSUMER & DEALER 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 Program*” means any and all software and/or application that is owned, created, utilized or operated by, on behalf of, or for the benefit of Customer and its Users that utilizes any of the KBB Data.
- (b) “*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).
- (c) “*Display Requirements*” means the KBB Data 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.
- (d) “*KBB Content*” means individually or collectively, the consumer ratings, consumer reviews, expert ratings, expert reviews, and articles, provided by Kelley Blue Book.
- (e) “*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.
- (f) “*Kelley Competitor*” means Trader Canada, Accu-Trade, Canadian Black Book, or any other Third Party that provides editorialized vehicle pricing data.
- (g) “*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.
- (h) “*Rooftop*” shall mean any unique physical street address or unique building, rooftop of a User that is a subscriber.
- (i) “*User*” means any user of the Customer Program or any Authorized User of the Service. Customer agrees that each User must be a member of the automotive trade in Kelley Blue Book’s reasonable determination, and not a member of the general public.
- (j) “*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.
- (k) “*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 (i) display Valuations on Customer Websites in compliance with the Display Requirements, (ii) display Valuations solely for use by Users in the Customer Program in compliance with the Display Requirements, (iii) display KBB Content in compliance with the Display Requirements, and (iv) use and display Kelley Marks, as provided by Kelley Blue Book, in connection with the KBB Data in the Customer Program and the KBB Data and/or KBB Content on Customer Websites, including advertising and promotion thereof, subject to Kelley Blue Book’s prior approval, which may be withheld or conditioned in Kelley Blue Book’s sole discretion.
- (b) Restrictions. Customer may not provide any User with direct access to the Service. Customer will be responsible and liable for all actions taken by Users and 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. Customer shall not modify, edit, or otherwise change any of the KBB Data. The KBB Data 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 Program. Any modifications required to the Customer Program 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 and Kelley Marks in the Customer Program 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 Program and the Customer Website.
- (e) 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.
- (f) 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.
- (g) 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.
- (h) 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.
- (i) 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.
- (j) Customer will be responsible for updating the KBB Data and/or KBB Content on Customer Website at least once per week.
- (k) Customer is responsible for keeping an accurate and up-to-date list of Rooftops and providing Kelley Blue Book with such list by no later than five (5) days after the end of each month, or upon Kelley Blue Book's request at any time during the Subscription Term.
- (l) Customer (and its Users) shall not post or otherwise make accessible any KBB Data or KBB Content on any website, other than Intranet websites or other secure websites not accessible to the general public that are owned, managed, controlled or licensed by Customer.
- (m) 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.

(n) All KBB Data displayed in the Customer Program and Customer Website shall be accompanied by the following reasonably displayed disclaimer and copyright notice:

©20XX Kelley Blue Book Co., Inc. All rights reserved. As of <MM/DD/YYYY> Edition for <PROVINCE>. 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.

4. Exclusivity. Customer shall not display within any Customer Website, any vehicle pricing, valuation data 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 Program, 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 Program, 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. Rights Upon Termination. Notwithstanding Section 3.3 of the Master Subscription Terms, Customer shall not be required to remove from the Customer Program any KBB Data that was received by Customer prior to the date of termination and incorporated into the Customer Program; provided, however, any such KBB Data will continue to be subject to these Additional Terms.