

**KELLEY BLUE BOOK PRICING SERVICE
INDUSTRY NON-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 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 that utilizes any of the KBB Data.
- (b) “*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.
- (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,” any variations or misspellings thereof, and the Kelley Blue Book logo.
- (d) “*Rooftop*” shall mean any unique physical street address or unique building, rooftop of a User that is a subscriber.
- (e) “*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.
- (f) “*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.

2. The Service and KBB Data.

- (a) Authorized Use. Customer may use the Service and the KBB Data only to (i) display Valuations solely for use by Users in the Customer Program, and (ii) use and display Kelley Marks, as provided by Kelley Blue Book, in connection with the KBB Data in the Customer Program, including advertising and promotion of the Customer Program, subject to prior approval by Cox. Customer may also permit its Users to view and use the KBB Data, but only in connection with the Customer Program, but Customer may not provide any User with direct access to the Service. Customer will be responsible and liable for all actions taken by Users in connection with the use of any KBB Data.
- (b) Delivery. The KBB Data will be provided or made available to Customer in such format and manner, and with such frequency, as set forth in the applicable Order Form.

3. Customer Obligations.

- (a) Customer acknowledges that Kelley Blue Book may make changes to the KBB Data 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.
- (c) Customer is responsible for any and all activities that occur in connection with the Customer Program.
- (d) 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.

- (e) Customer (and its Users) shall not post or otherwise make accessible any KBB Data 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.
- (f) Customer shall notify Kelley Blue Book immediately of any known or suspected unauthorized use of the Service or of any KBB Data, or any breach of security.
- (g) All KBB Data displayed in the Customer Program 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. 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 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 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 5.

5. 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.

6. 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.