



KELLEY BLUE BOOK EDITORIAL WIDGETS

ADDITIONAL TERMS AND CONDITIONS

Product Descriptions: The Kelley Blue Book Editorial Widgets is a Cox Product that allows a Customer to display certain Kelley Blue Book content on a Customer Website.

Additional Terms and Conditions:

1. Definitions.

- (a) **“Application”** means Kelley Blue Book’s hosted Widgets application displayed on the Customer Website by means of an HTML frame.
- (b) **“Customer Website(s)”** means any website specified on the Order Form that Customer owns, manages, controls, or licenses.
- (c) **“Display Page(s)”** means the specific pages of the Customer Websites, as specified in the Order Form, on which the Widgets may be displayed.
- (d) **“Permitted Uses”** means the permitted manner in which Customer may display the Widgets on the Display Pages, as set forth in Section 2 below.
- (e) **“Widgets”** means, individually or collectively, the consumer ratings, consumer reviews, expert ratings, expert reviews, and awards and accolades, hosted and provided by Kelley Blue Book.

2. Permitted Uses. Customer may display the Widgets on the Display Pages in accordance with the following Permitted Uses:

- (a) If Homepage is selected on the Order Form, Customer may display:
 - (i) Up to three (3) awards and accolades Widgets; and
 - (ii) Up to one (1) consumer ratings Widget and one (1) expert ratings Widget.
- (b) If Model Page is selected on the Order Form, Customer may display:
 - (i) Up to two (2) awards and accolades Widgets;
 - (ii) Up to one (1) consumer ratings Widget and one (1) expert ratings Widget; and
 - (iii) Up to one (1) consumer reviews Widget and one (1) expert reviews Widget.
- (c) If Review Page is selected on the Order Form, Customer may display:
 - (i) Up to two (2) awards and accolades Widgets;



- (ii) Up to one (1) consumer ratings Widget and one (1) expert ratings Widget as supplemental information about specific vehicle model; and
- (iii) Up to one (1) consumer reviews Widget and one (1) expert reviews Widget.
- (d) If Vehicle Detail Page (VDP) is selected on the Order Form, Customer may display:
 - (i) Up to five (5) Widgets consisting of: one (1) consumer reviews Widget, one (1) consumer ratings Widget, one (1) expert reviews Widget, one (1) expert ratings Widget, and one (1) awards and accolades Widget; or
 - (ii) Up to two (2) awards and accolades Widgets; or
 - (iii) Up to one (1) consumer ratings Widget and one (1) expert ratings Widget as supplemental information about specific vehicle model; or
 - (iv) Up to one (1) consumer reviews Widget and one (1) expert reviews Widget.

Additionally, while Widgets for reviews and ratings (whether for consumer or expert) may appear on the same page, (x) consumer review headlines may appear only once per page and (y) headlines only (without reviews) may not appear on a page that also contains the full consumer reviews.

Kelley Blue Book may change the Permitted Uses from time to time in its sole discretion upon thirty (30) days' written notice to Customer. Kelley Blue Book may also change the Permitted Uses upon request from Customer in Kelley Blue Book's sole discretion.

3. Customer Obligations.

- (a) Customer is responsible for setting up the Customer Websites to integrate the Application and for specifying the Application settings and configurations to allow for display on Customer Websites. Customer may make changes to the settings and configurations for the Application at any time during the Subscription Term in accordance with Kelley Blue Book's installation instructions.
- (b) Customer Websites must integrate the Application by means of an HTML frame or similar technology that is approved by Kelley Blue Book in its sole discretion. The Widgets may not be presented in a pop-up, overlay, or similar device, or in a non-framed webpage.
- (c) Customer will observe high standards of quality in the production and provision of the goods and services with which the Widgets are used. Customer will use the Widgets in the same manner and quality as provided by Kelley Blue Book and shall not redraw, re-color, distort, alter or disparage any Widgets at any time.
- (d) 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.

4. Suspension or Termination. Kelley Blue Book may suspend or terminate Customer's Subscription to the Widgets at any time if Kelley Blue Book reasonably determines that Customer is using the



Widgets in breach of the Order Form (including the Master Subscription Terms, and these Additional Product Terms as well as any other Attachments) or otherwise in an unsuitable manner.

5. 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, or (c) Customer's failure to comply with the privacy requirements in Section 3(d).