

KELLEY BLUE BOOK INFODRIVER
SUBLICENSE FOR CONSUMER-FACING WEBSITES
ADDITIONAL TERMS

The terms and conditions set forth in these Additional Terms are in addition to the terms and conditions set forth in the Master Data License (<https://www.coxautoinc.com/terms/wp-content/uploads/sites/3/Master-Data-License-Agreement.pdf>), and apply with respect to the Licensed Data covered by these Additional Terms. Capitalized terms used, but not otherwise defined, herein shall have the meanings given to them in the Master Data License. For the purposes of these Additional Terms, “Kelley Blue Book Co., Inc.” an Affiliate of Cox Automotive, Inc. shall be considered “CAI” and any reference to “KBB” or “Kelley Blue Book” shall be deemed a reference to CAI for the purposes of the Master Data License.

Product Descriptions: The Kelley Blue Book InfoDriver Web Service (“*InfoDriver*”) is a CAI Product that Licensee can use to call and access certain Kelley Blue Book vehicle pricing and specifications information.

Additional Terms and Conditions:

1. Definitions.

- (a) “*Dealer Website(s)*” means any vehicle dealer website and/or application that is accessed by the general public (e.g.: consumers) and that uses the Licensee Program.
- (b) “*Display Requirements*” means the Licensed Data and Kelley Marks display requirements, which can be found at the following link: <https://www.coxautoinc.com/wp-content/uploads/sites/3/Kelley-Blue-Book-INFO DRIVER-Display-Requirements.pdf>, as may be amended by Kelley Blue Book from time to time upon written notice to Licensee.
- (c) “*KBB Competitor*” means Edmunds.com, J.D. Power and Associates, NADA Appraisal Guides, Inc. (nadaguides.com), the Black Book division of National Auto Research (blackbookusa.com), TrueCar.com, or any other third party that provides editorialized vehicle pricing data or vehicle editorial content.
- (d) “*KBB 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.
- (e) “*Licensed Data*” means the new and used vehicle pricing, specifications, Valuations, vehicle editorial content, and/or other information delivered from time to time by Kelley Blue Book or its Affiliates via InfoDriver, as set forth in the applicable Order Form.
- (f) “*Licensee Program*” means the framed-in website tool described on the applicable Order Form that is owned, managed, or controlled by Licensee used to display the Licensed Data on the Dealer Websites.
- (g) “*Rooftop(s)*” means any unique physical street address or unique building, rooftop of an Authorized User that is a subscriber.
- (h) “*Valuation*” means a single price or value, or a range of prices or values from the Licensed 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.
- (i) “*Visitor*” means any visitor to a Dealer Website(s) who obtains a Valuation or Licensed Data.

2. InfoDriver and Licensed Data.

- (a) Permitted Use. Unless otherwise provided for in any Order Form, Licensee may use InfoDriver to sublicense the Licensed Data and KBB Marks, as provided by Kelley Blue Book, through

Licensee's Program for display on Dealer Websites, provided such display is in compliance with the Display Requirements, and all such use and displays are subject to Kelley Blue Book's prior approval, which may be withheld or conditioned in Kelley Blue Book's sole discretion. Licensee may use the KBB Marks in connection with the advertising and marketing materials for the Licensee Program to advertise the Licensed Data, subject to Kelley Blue Book's prior approval, which may be withheld or conditioned in Kelley Blue Book's sole discretion

- (b) Restrictions. Licensee shall not: (i) modify, edit, or otherwise change any of the Licensed Data; (ii) publish, otherwise provide, or allow to be published or provided, the Kelley Blue Book Auction Value or the Kelley Blue Book Lending Value on Dealer Website(s) or any other website, application or platform; (iii) display, publish, provide access to, or otherwise provide or allow the Licensed Data to any KBB Competitor; (iv) provide direct access to InfoDriver to any Visitor or KBB Competitor, or (v) use the KBB Marks in any manner other than as provided for in Section 2(a) herein.
- (c) Delivery. The Licensed Data and KBB Marks will be provided or made available to Licensee via InfoDriver excluding articles which shall be delivered via email.

3. Licensee Obligations.

- (a) Licensee acknowledges that Kelley Blue Book may make changes to InfoDriver from time to time, which may require Licensee to modify Licensee Program and/or the Dealer Websites. Any modifications required to the Dealer Website(s) shall be the sole responsibility of Licensee and/or Rooftop.
- (b) Prior to its distribution, Licensee 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 Licensed Data and KBB Marks on the Dealer Website(s).
- (c) Licensee shall be responsible and liable for all uses by Licensee, its Personnel, Authorized Users, and in Licensee's Program and Dealer Websites, of the KBB Marks in a manner other than as specifically set forth in Section 2(a) herein.
- (d) Licensee is responsible for keeping an accurate and up-to-date list of Rooftops and providing such list to CAI by no later than five (5) days after the end of each month, or upon CAI's request at any time during the Subscription Term.
- (e) Except as provided herein, Licensee, its Personnel, or any Rooftop shall not post or otherwise make accessible any Licensed Data on any website, application or platform.
- (f) Licensee shall notify Kelley Blue Book immediately of any known or suspected unauthorized use of InfoDriver, the KBB Marks, any Licensed Data, and/or any breach of security.
- (g) Licensee shall:
 - i ensure that each Dealer Website complies with the Display Requirements and be responsible and liable for non-compliance;
 - ii notify each Rooftop about the restricted uses of the KBB Marks which 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);
 - iii notify each Rooftop that the Kelley Blue Book Auction Value or the Kelley Blue Book Lending Value shall not be published, otherwise provided, or allowed to be published or provided, on Dealer Website(s) or any other website, application or platform;

- iv notify each Rooftop that its Dealer Websites shall not display any vehicle pricing, valuation data, vehicle editorial content or advertisement of a KBB Competitor;
 - v notify each Rooftop that the Licensed Data must be provided to Visitors free of charge; and
 - vi be responsible for any and all activities that occur in connection with the Licensed Data and the KBB Marks by Licensee, in Licensee's Program and the Dealer Websites.
- (h) In the event that a Dealer Website does not comply with these Additional Terms, Licensee shall:
- (i) correct the Dealer Website, (ii) require the Rooftop to correct the Dealer Website, or (iii) cancel or suspend access to the Licensed Data and KBB Marks to such Dealer Website or Rooftop until such correction is made and approved by Kelley Blue Book in its sole discretion.
- (i) All Licensed Data displayed in the Dealer 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 <ZIP CODE>. 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. Licensee shall not display the Licensed Data in a Dealer Website with any vehicle pricing, valuation data or advertisement of a KBB Competitor.
 5. Audit. In addition to Section 8.2 of the Master Data License, at any time during the Subscription Term, Kelley Blue Book may review all use of the Licensed Data and/or the KBB Marks, including but not limited to, in the Licensee Program and/or related advertising and marketing materials and/or in any Dealer Website, 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 KBB Marks, Valuations or other elements of the Licensed Data are not properly displayed, Kelley Blue Book may, in its sole discretion, provide Licensee with an opportunity to cure the breach or exercise its suspension or termination rights set forth in Section 6 below.
 6. Suspension or Termination. In addition to Section 4.4 of the Master Data License, Kelley Blue Book may suspend or terminate Licensee's Subscription to InfoDriver at any time if Kelley Blue Book reasonably determines that Licensee, its Personnel, and/or a Dealer Website is using InfoDriver, the KBB Marks, and/or the Licensed Data in breach of these Additional Terms (including any Attachments) or otherwise in an unsuitable manner.
 7. Indemnification. In addition to Licensee's indemnifications set forth in Section 9.1 of the Master Data License, Licensee 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 related to Licensee's Program, a Dealer Website, any advertising, and/or any materials to which users can link through any such advertising, or (b) Licensee's breach of the obligations set forth in Section 3 above.