

## KELLEY BLUE BOOK INFODRIVER ADDITIONAL TERMS

These Additional Terms supplement the Cox Automotive Master Agreement (the “**Master Agreement**”) located at <https://www.coxautoinc.com/terms/usa>, and apply with respect to any Cox Product covered by these Additional Terms.

Product Description: The Kelley Blue Book InfoDriver Web Service (“**InfoDriver**”) is a Cox Data Product a Customer can use to call and access certain Kelley Blue Book® vehicle pricing and specifications information. Kelley Blue Book Co., Inc., an Affiliate of Cox (“**KBB**”), may own certain rights or provide certain services relating to InfoDriver.

### Additional Terms:

1. Definitions. Capitalized terms used, but not otherwise defined herein, shall have the meanings ascribed to them in the Master Agreement. In addition, for the purposes of these Additional Terms, the following terms shall have the following meanings:
  - (a) “**Consumer-Facing Use**” means any use that entails displaying Valuations to consumers or members of the general public.
  - (b) “**Cox Data Output**” for the purposes of these Additional Terms, includes the new and used vehicle pricing, specifications, Valuations, KBB Content and/or other information delivered from time to time by KBB or its Affiliates via InfoDriver, as set forth in the applicable Order Form.
  - (c) “**Customer Platform**” means equipment, software, application or platform operated by or for the benefit of Customer and transmitting queries to InfoDriver or receiving, or intending to receive, Cox Data Output.
  - (d) “**Display Requirements**” means the Kelley Blue Book InfoDriver Display Requirements found at the following link: <https://www.coxautoinc.com/terms/wp-content/uploads/sites/3/Kelley-Blue-Book-INFODRIVER-Display-Requirements.pdf>, as may be amended by Kelley Blue Book from time to time upon written notice to Customer.
  - (e) “**Industry Internal Use**” means use and display of Cox Data Output (including Valuations) strictly limited to credentialed users that are (in Cox’s reasonable determination) members of the automotive trade, and not consumers or members of the general public.
  - (f) “**KBB**” means Kelley Blue Book Co., Inc., an Affiliate of Cox, which may own certain rights or provide certain services, relating to InfoDriver.
  - (g) “**KBB Competitor**” means Edmunds.com, J.D. Power, the Black Book division of National Auto Research (blackbookusa.com), TrueCar.com, or any other Third Party that provides editorialized vehicle pricing data.
  - (h) “**KBB Content**” means, individually or collectively, the consumer ratings, consumer reviews, expert ratings, expert reviews, articles, and other content, provided by Kelley Blue Book.
  - (i) “**KBB Marks**” means Cox Marks owned by or associated with KBB, including but not limited to “Kelley Blue Book,” “Blue Book,” and “KBB.com”.
  - (j) “**Valuation**” means a single price or value, or a range of prices or values from Cox Data Output for a specific vehicle identified by a vehicle identification number (VIN) or configuration (such as year, make, model, trim, optional equipment, and mileage) for a specific geographic zone (such as zip code) for a specific date.

- (k) “**Visitor**” means a consumer visitor to the Customer Platform.
2. Customer Platform. Each type of Permitted Use shall be limited to Customer Platform identified on the applicable Order Form as explicitly approved for such use.
3. Industry Internal Use. The following additional terms shall apply for any Subscription indicating Industry Internal Use:
- (a) Permitted Use. Unless otherwise provided for in any Order Form, Permitted Use by Customer shall be limited to: (i) display of Cox Data Output in Customer Platform where access to Cox Data Output is limited to credentialed Representatives or (where permitted in the Order Form) Authorized Licensees of Customer; and (ii) display of KBB Marks, as provided by Cox, in connection with labeling the type of Valuation (e.g.: Kelley Blue Book® Trade-In Value) in a column or report containing the Cox Data Output in Customer Platform, subject to prior approval by Cox.
- (b) Restrictions. Neither Customer nor its Representatives shall: (i) provide any Third Party with direct access to InfoDriver; (ii) permit access to Cox Data Output to a KBB Competitor, (iii) post or permit access to Cox Data Output on any website or other medium accessible to general public or any users other than those covered by the Permitted Use, (iv) modify or alter any of the Cox Data Output, or (v) use the KBB Marks in any manner other than as provided for in Section 3(a)(ii) herein.
- (c) Display Representation. In addition to Customer representations and warranties in Section 8.2 of the Master Agreement, Customer represents and warrants that any display of Cox Data Output shall be at all times accompanied by the following reasonably displayed disclaimer and copyright notice (with the dates and zip code values appropriately expressed and updated):
- ©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. Consumer-Facing Use. The following additional terms shall apply for any license indicating Consumer-Facing Use:
- (a) Permitted Use. Unless otherwise provided for in any Order Form, Permitted Use by Customer shall be limited to: (i) display Valuations and KBB Content on Customer Platform solely for use by Visitors and in compliance with the Display Requirements; and (ii) display of KBB Marks in connection with display of Valuations and KBB Content on Customer Platform, subject to prior approval by Cox which may be withheld or conditioned in Cox’s sole discretion.
- (b) Restrictions.
- (i) Neither Customer nor its Representatives shall: (i) provide any Third Party with direct access to InfoDriver; (ii) permit access to Cox Data Output to a KBB Competitor, (iii) modify or alter any of the Cox Data Output, or (iv) use the KBB Marks in any manner other than as provided for in Section 4(a)(ii) herein. Cox Data Output shall be provided to Visitors free of charge.
- (ii) For clarity, Kelley Kelley Blue Book Auction Value and the Kelley Blue Book Lending Value are not authorized for Consumer-Facing Use.
- (iii) Prior to initial implementation and any material change, Customer must obtain Cox approval, which may be withheld or conditioned in sole discretion of Cox, for the use and display of the Cox Data Output and KBB Marks in the Customer Platform and/or

advertising and marketing materials.

- (iv) Customer shall update the Valuations and/or KBB Content on Customer Platform at least once per week.
- (c) Display Frequency of KBB Content. KBB Content related to a specific vehicle (year, make and model) may be displayed 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.
- (d) Linking. Customer shall place one or more graphic or text links from Customer Platform to kbb.com that are visible to search engines. All hyperlinks from the KBB Content on Customer Platform shall link 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.
- (e) Data Rights. Customer Platform shall at all times contain privacy disclosures sufficient to notify Visitors about collection, use and sharing of Visitor data by KBB and its Affiliates.
- (f) Exclusivity. Customer shall not display within Customer Platform, any vehicle pricing, valuation data, vehicle editorial content or advertisement of a KBB Competitor.