

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 that 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) “**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.
 - (b) “**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, or to make use of, Cox Data Output or any derivative thereof.
 - (c) “**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.
 - (d) “**KBB**” means Kelley Blue Book Co., Inc., an Affiliate of Cox, which may own certain rights or provide certain services, relating to InfoDriver.
 - (e) “**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.
 - (f) “**KBB Content**” means, individually or collectively, the consumer ratings, consumer reviews, expert ratings, expert reviews, articles, and other content, provided by Kelley Blue Book.
 - (g) “**KBB Marks**” means Cox Marks owned by or associated with KBB, including but not limited to “Kelley Blue Book,” “Blue Book,” and “KBB.com”.
 - (h) “**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.
 - (i) “**Visitor**” means a consumer visitor to the Customer Platform.
2. **Conditions Applicable to All Permitted Uses.**
 - (a) 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.

- (b) Display Representation. 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.
- (c) 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; or (iii) modify or alter any of the Cox Data Output.

3. Types of Permitted Uses.

- (a) Industry Internal Use. Unless “Use Within Industry Software Application” or any “Consumer-Facing” use is selected on the Order Form, Customer’s Permitted Use of Cox Data Output shall be limited to Customer’s own internal reference purposes specified on the Order Form.
- (b) Use Within Industry Software Application. Where “Use Within Industry Software Application” is selected on the Order Form, Permitted Use may allow integration and display on the Customer Platform indicated on such Order Form to Authorized Licensees of Customer, provided that no such use or display shall at any time result in:
 - 1. Access to Cox Data Output on any website or other medium accessible to general public or any users other than those covered by the applicable Permitted Use; or
 - 2. Use of the KBB Marks in any manner other than to display, 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, in each case in subject to prior approval by Cox.
- (c) Consumer-Facing Use. Where a license for a “Consumer-Facing Use” or “Sublicensing for Consumer-Facing Use” is selected in the Order Form, certain consumer-facing uses of the Cox Data Output shall be permitted, subject to the following additional terms:
 - 1. 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.
 - 2. Restrictions.
 - (i) Neither Customer nor its Representatives shall use the KBB Marks in any manner other than as provided for in Section 5(a)(ii) herein.
 - (ii) Cox Data Output shall be provided to Visitors free of charge.
 - (iii) For clarity, Kelley Blue Book Auction Value and the Kelley Blue Book Lending Value are not authorized for Consumer-Facing Use.
 - (iv) Customer shall update the Valuations and/or KBB Content on Customer Platform at least once per week.
 - 3. 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.

4. 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.
5. 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.
6. Exclusivity. Customer shall not display within Customer Platform, any vehicle pricing, valuation data, vehicle editorial content or advertisement of a KBB Competitor.