



**KELLEY BLUE BOOK INFODRIVER
PRICE ADVISOR WIDGET
ADDITIONAL TERMS AND CONDITIONS**

Product Descriptions: The Kelley Blue Book Price Advisor (*“Price Advisor”*) Widget is a Cox Product that Customer can use with its Subscription to InfoDriver, to assist consumers in the market for vehicles by displaying a range that shows what consumers can expect to pay for a given vehicle.

Additional Terms and Conditions:

1. Definitions.

- (a) *“Customer Program”* means any and all software and/or application owned, created, utilized or operated by, on behalf of, or for the benefit of Customer, and any Sublicensees, that displays the Widget.
- (b) *“Kelley Competitor”* means Edmunds.com, NADA Appraisal Guides, Inc. (nadaguides.com), the Black Book division of Hearst Business Media Corporation (blackbookauto.com), TrueCar.com, PureCars.com, CarStory.com, or any other Third Party that provides editorialized vehicle pricing data and vehicle valuations.
- (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,” “Price Advisor,” any variations or misspellings thereof, the Price Advisor logo, and the Kelley Blue Book logo.
- (d) *“Required Information”* has the meaning set forth in Section 7(a).
- (e) *“Sublicensee”* means any vehicle dealer website using the Customer Program. Each Sublicensee must be, in the reasonable determination of Kelley Blue Book, a vehicle dealer website. Each dealer location with a separate address shall be considered a separate and distinct Sublicensee.
- (f) *“Sublicensee Website”* means any website and/or application that Sublicensee owns, manages, or controls, and is accessed by the general public (i.e., consumers).
- (g) *“User”* means any visitor to a Customer Website, Customer Program and/or Sublicensee Website who uses the Widget to view the Widget.
- (h) *“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 for a specific geographic zone (e.g., zip code).
- (i) *“Visitor”* means any User who obtains a Valuation or KBB Data.
- (j) *“Widget”* means the Price Advisor application.

2. Authorized Uses. Customer may use the KBB Data to populate and display the Widget in the Customer Program, Customer Website, and/or Sublicensee Website, as provided for on the Order Form.

3. Customer Obligations.

- (a) Customer is responsible for ensuring that the Customer Program, Customer Website, and/or Sublicensee Website is set up to integrate the Widget by means of an HTML frame.
- (b) Customer acknowledges that Kelley Blue Book may make changes to the Widget from time to time, which may require Customer to modify the interface and/or integration between the Widget and the Customer Program, Customer Website, and/or Sublicensee Website, as applicable. Any such modifications required to the Customer Program, Customer Website, and/or Sublicensee

Website, and/or the integration between any or all of the foregoing and the Widget, shall be the sole responsibility of Customer and/or Sublicensee.

- (c) Prior to the release of the Widget, Customer must obtain Kelley Blue Book's approval for the use and display of the Widget thereon.
 - (d) Customer is responsible for any and all activities that occur on the Customer Program, Customer Website, and/or Sublicensee Website, as applicable, and for the use and display of Widget thereon.
 - (e) Customer shall notify Kelley Blue Book immediately of any known or suspected unauthorized use of the Widget or any KBB Data, or any breach of security.
 - (f) Customer and any Sublicensee must ensure that the Widget is displayed in a manner that complies with all applicable Laws, as well as any OEM advertising and brand standards, guidelines and requirements.
 - (g) Customer and any Sublicensee must ensure that it does not include incentives and rebates, including "pre-qualifiers", in "Dealer Asking Price," "Dealer Sales Price," "Dealer Selling Price," "Your Price," "Price," etc. For example, a conditional rebate may not be included as part of the "Dealer Asking Price" (i.e., the Dealer Asking Price may not be discounted due to a consumer obtaining financing through your dealership).
4. Use Restrictions. Customer, Authorized Users, and Sublicensees may not:
- (a) Use the Kelley Marks, the Widget or any of the KBB Data in any advertising;
 - (b) Present the Widget to Users in a HTML pop-up or similar device or in a non-framed web page;
 - (c) Alter, block or otherwise prevent display of any Kelley Blue Book content in the Widget or KBB Data;
 - (d) Display or use any link to directly access any Kelley Blue Book data file;
 - (e) Display or use the Links in any manner that improperly connotes any endorsement by or affiliation with Kelley Blue Book;
 - (f) Display any vehicle pricing valuation data or vehicle editorial content provided by any Kelley Competitor on the same page as the Widget; or
 - (g) Display any advertisement of or editorialized vehicle pricing data provided by any Kelley Competitor on the same page as the Widget.
5. Representations and Warranties. Customer represents and warrants to Kelley Blue Book that:
- (a) Customer owns, manages or otherwise controls the Customer Program in a manner that enables Customer to fully comply with the Master Subscription Terms, these Additional Terms, and Attachments hereto; and
 - (b) In the event Customer supplies an MSRP to Kelley Blue Book for a specific new vehicle, that the MSRP is the exact total MSRP provided by the OEM for that vehicle and is accurate and correct as reflected on the Monroney Sticker for the vehicle.
6. Audit. At any time during the Subscription Term, Kelley Blue Book may:
- (a) Review Customer Program to determine compliance with these Additional Terms; and/or
 - (b) Audit Customer's compliance with Section 5(b).

Without limiting any of its other rights or remedies, if such review or audit reveals a breach of Section 5(b), 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 8.

7. Valuations. Customer acknowledges that in order for the Widget to generate a Valuation with respect to a specific vehicle, Customer must:
 - (a) Call InfoDriver to extract the following information (collectively, the “**Required Information**”):
 - (i) Vehicle ID, (ii) Option IDs (i.e., default equipment plus any optional equipment as specified by the User booking out the car), (iii) Zip Code, as entered by the User, (iv) Mileage (for used cars only), (v) Condition (for trade-in or private party only), and (vi) Valuation; and
 - (b) Provide the above Required Information to the Widget.
8. Suspension or Termination. Kelley Blue Book may suspend or terminate Customer’s Subscription to the Price Advisor at any time if Kelley Blue Book reasonably determines that Customer is using the Widget in breach of these Additional Terms (including any Attachments) or otherwise in an unsuitable manner.
9. 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 advertising by Customer and/or Sublicensee about or related to the Widget, Price Advisor and/or any materials to which users can link through any such advertising, (b) inaccurate, incomplete, false or misleading data or information in the Customer Program, or on the Customer Website or Sublicensee Website including, but not limited to, the vehicle details pages, (c) any vehicle listing in the Customer Program, or on the Customer Website or Sublicensee Website, and (d) any MSRPs and other vehicle information provided by Customer or Sublicensee to Kelley Blue Book for use in the Widget that is incorrect, inaccurate, false or misleading or fails to meet the requirements of applicable Law.