

## **KELLEY BLUE BOOK INFODRIVER PRICE ADVISOR WIDGET 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 Software Product covered by these Additional Terms.

**Product Description:** The Kelley Blue Book Price Advisor (“**Price Advisor**”) is a Cox Data 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. Kelley Blue Book Co., Inc. (“**KBB**”), an Affiliate of Cox, may own certain rights or provide certain services relating to Price Advisor.

### **Additional Terms:**

1. **Definitions.** Capitalized terms used, but not otherwise defined herein, shall have the meanings ascribed to them in the Master Agreement or the **Kelley Blue Book InfoDriver Additional Terms** found at <https://www.coxautoinc.com/terms/wp-content/uploads/sites/3/Kelley-Blue-Book-InfoDriver-Additional-Terms.pdf>. In addition, for the purposes of these Additional Terms, the following terms shall have the following meanings:
  - (a) “**Required Information**”, for the purposes of these Additional Terms, means: (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 Visitor, (iv) Mileage (for used cars only), (v) Condition (for trade-in or private party only), and (vi) Valuation.
  - (b) “**User**” means any visitor to Authorized Instance, Customer Platform and/or website of an Authorized Licensee who views or engages with the Widget.
  - (c) “**Widget**” means the Price Advisor application.
2. **Valuations.** In order for the Widget to display a Valuation with respect to a specific vehicle, Customer must:
  - (a) Call InfoDriver to extract the Required Information; and
  - (b) Provide the Required Information to the Widget.
3. **Permitted Use.** Permitted Use by Customer shall be limited to use of the Valuations to populate and display the Widget in the Customer Platform, as identified in the Order Form. Prior approval of Cox of the placement, look and feel, and adjacencies of the Widget shall be required prior to the initial release and any material change. An InfoDriver Subscription shall be required to access Price Advisor.
4. **Restrictions.** Customer may not (and shall cause its Authorized Licensees, if any, not to):
  - (a) Use the KBB Marks, the Widget or any of the Cox Data Output 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 KBB Content and other applicable Cox Data Output in the Widget;

- (d) Display or use any link to directly access any Cox data file;
- (e) Display or use the Links in any manner that improperly connotes any endorsement by or affiliation with Cox or KBB;
- (f) Display any vehicle pricing valuation data or vehicle editorial content provided by any KBB Competitor on the same page as the Widget; or
- (g) Display any advertisement of or editorialized vehicle pricing data provided by any KBB Competitor on the same page as the Widget.

Customer shall notify Cox immediately of any known or suspected unauthorized use of the Widget or any Cox Data Output, or any breach of security.

**5. Display.** Customer shall ensure at all times that:

- (a) Any Website displaying the Widget is set up to integrate the Widget by means of an HTML frame or such other means as Cox may indicate.
- (b) The Widget is displayed in a manner that complies with all applicable Laws, as well as any manufacturer advertising and brand standards, guidelines and requirements.
- (c) At no time shall the vehicle price displayed in connection with the Widget (including “Dealer Asking Price,” “Dealer Sales Price,” “Dealer Selling Price,” “Your Price,” “Price,” etc.) reflect a conditional incentive, rebate or pre-qualifier.

**6. Representations and Warranties.** In addition to Customer representations and warranties in Section 8.2 of the Master Agreement, Customer represents and warrants that:

- (a) Customer owns, manages or otherwise controls the Customer Platform in a manner that enables Customer to fully comply with the Agreement, including these Additional Terms; and
- (b) In the event Customer supplies an MSRP to Cox for a specific new vehicle, that the MSRP is the exact total MSRP provided by the manufacturer for that vehicle and is accurate and correct as reflected on the Monroney Sticker for the vehicle.

**7. Indemnification.** In addition to Customer’s indemnifications set forth in Section 10.2 of the Master Agreement, Customer will indemnify and defend Cox 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 Authorized Licensee 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 Platform, or on the Customer Website or Authorized Licensee website including, but not limited to, the vehicle details pages, (c) any vehicle listing in the Customer Platform, or on the Customer Website or Authorized Licensee website, and (d) any MSRPs and other vehicle information provided by Customer or Authorized Licensee to Cox for use in the Widget that is incorrect, inaccurate, false or misleading or fails to meet the requirements of Law.