



KELLEY BLUE BOOK LEADDRIVER

ADDITIONAL TERMS AND CONDITIONS

Product Description: Kelley Blue Book LeadDriver is a Cox Product that provides Valuations to Users and captures and makes available to Customer the Lead Data entered by Users.

Additional Terms and Conditions:

1. Definitions.

- (a) **“Customer Website(s)”** means any website specified on the Order Form that Customer owns, manages, controls, or licenses.
- (b) **“Kelley Links”** means the text links and graphic links featuring the selected Kelley Marks for Customer to display on the Customer Website.
- (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,” “LeadDriver,” any variations or misspellings thereof, the LeadDriver logo, and the Kelley Blue Book logo.
- (d) **“Lead Data”** means the contact and related information entered by Users and captured through LeadDriver.
- (e) **“User”** means any visitor to a Customer Website who uses LeadDriver to provide Lead Data and obtain a Valuation.
- (f) **“Valuation”** means a single price or value, or a range of prices or values for a specific vehicle identified by a VIN for a specific geographic zone (e.g., zip code) made available from time to time by Kelley Blue Book or its Affiliates on the Customer Websites via LeadDriver.

2. LeadDriver. Kelley Blue Book will configure LeadDriver with the options selected by Customer and send Customer an Email Notice containing instructions for installing all necessary Kelley Links to use LeadDriver on Customer Websites. If no options are selected, the default settings will apply. Customer may request changes to the LeadDriver settings and configurations at any time during the Subscription Term in accordance with Kelley Blue Book’s installation instructions. If the requested changes require an additional Fee, Kelley Blue Book will provide an estimate of the Fee to Customer in advance of making any requested changes. Upon Customer’s request, Kelley Blue Book shall customize LeadDriver with a specific logo, trademark, service mark, font or other element of the applicable OEM that is provided by Customer. For clarity, any such logo, trademark, service mark, font or other element of the applicable OEM shall be deemed to be a Customer Resource for purposes of the Master Subscription Terms.

3. Authorized Uses. Customer may use LeadDriver only to make Valuations available to Users and to collect Lead Data through the Customer Websites.



4. Customer Obligations.

- (a) Customer is responsible for ensuring that the Customer Website is set up to integrate LeadDriver by means of an HTML frame.
- (b) Customer acknowledges that Kelley Blue Book may make changes to LeadDriver or Valuations from time to time, which may require Customer to modify the interface and/or integration between Customer Website(s) and LeadDriver. Any modifications required to the Customer Website shall be the sole responsibility of Customer.
- (c) Customer is responsible for any and all activities that occur on the Customer Websites and for the use and display of LeadDriver and the collection of Lead Data on the Customer Websites.
- (d) Customer shall notify Kelley Blue Book immediately of any known or suspected unauthorized use of or other breach of security related to LeadDriver, Valuations, or Lead Data.
- (e) Customer will ensure that the Customer Websites contain a privacy statement which includes the following or similar language: “Third parties may collect, process, and/or share the personal information you submit on this website.”

5. Use Restrictions. Customer (and Customer Representatives) may not:

- (a) Present the Application to Users in a HTML pop-up or similar device or in a non-framed web page; or
- (b) Other than scaled resizing, alter the Kelley Links without the express prior written consent of Kelley Blue Book.

6. Kelley Marks. Kelley Blue Book grants Customer, subject to its continued compliance with all of these Additional Product Terms and the Master Subscription Terms, a limited, non-exclusive, non-transferable, revocable license to use the Kelley Marks solely for use and display on Customer Websites as permitted hereunder. Customer agrees to properly and accurately display the Kelley Marks in their entirety and to follow Kelley Blue Book’s guidelines and requirements for the Kelley Marks, which can be found at: <https://ldti.syndication.kbb.com/reference/logos.html>. Any other uses of the Kelley Marks by Customer are specifically prohibited, including in any advertising creative, search engine marketing campaign (e.g., Google AdWords) or site optimization activities (including use in page meta data, meta tags, Web page titles, URLs, or sub-domain URLs).

7. Lead Data.

- (a) Kelley Blue Book will make the Lead Data available to Customer. Customer grants to Kelley Blue Book, its Affiliates and service providers the right to use, copy, store, transmit and display the Lead Data solely in connection with Kelley Blue Book’s performance of its obligations to Customer as required hereunder.



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- (b) Customer may not transmit Lead Data to any Third Party for any reason or purpose unless such transmission is performed with the consent of the User who submitted the Lead Data.
 - (c) Kelley Blue Book agrees that it will not transmit to any Third Party, for compensation or free of charge, any Lead Data; provided, however, that nothing herein shall prohibit Kelley Blue Book from (i) sending any Lead Data to Customer's OEM, if Customer is a franchise dealer, or (ii) aggregating the information from Lead Data and using such information for its internal and commercial purposes.
- 8. Suspension or Termination. Kelley Blue Book may suspend or terminate Customer's Subscription to LeadDriver at any time if Kelley Blue Book reasonably determines that Customer is using the Application in breach of these Additional Terms (including any Attachments) or otherwise in an unsuitable manner. In such event, Customer acknowledges and agrees that Kelley Blue Book may immediately deactivate or delete Customer's account and all related information and Lead Data files in such account and/or bar any further access to such files. Customer further agrees that Kelley Blue Book shall not be liable to Customer or any Third Party for any termination of Customer's access to LeadDriver.
- 9. Sole Remedy. In the event that Kelley Blue Book fails to provide the Application, Kelley Blue Book will provide a pro rata refund of any Fees prepaid by Customer for such services. Such refund will constitute Customer's sole remedy in connection with such failure by Kelley Blue Book to provide the Application and Customer hereby waive any rights against Kelley Blue Book or its Affiliates that Customer may otherwise have at law or in equity.