



## KELLEY BLUE BOOK PRICE ADVISOR – STANDALONE WIDGET

### ADDITIONAL TERMS AND CONDITIONS

These *Kelley Blue Book Price Advisor – Standalone Widget Additional Terms and Conditions* supplement the *Cox Automotive Master Subscription Terms* (the “**Master Subscription Terms**”), which are located at: <https://www.coxautoinc.com/wp-content/uploads/sites/3/Cox-Master-Subscription-Terms.pdf>.

**Product Descriptions:** The Kelley Blue Book Price Advisor Standalone Widget (“**Price Advisor**”) is a Cox Product that Customer can use to assist consumers in the market for vehicles, or vehicle repair and/or maintenance services, by displaying a range that shows what consumers can expect to pay for a given vehicle or service.

#### Additional Terms and Conditions:

1. **Definitions.** Capitalized terms used herein without definition have the meanings assigned thereto in the Master Subscription Terms.
  - (a) “**Customer Website(s)**” means any website specified on the Order Form that Customer owns, manages, controls, or licenses in connection with the Price Advisor.
  - (b) “**KBB Data**” means the new and used vehicle pricing, specifications, Valuations, repair and/or maintenance services pricing, and/or other information delivered from time to time by Kelley Blue Book or its Affiliates on the Customer Websites via the Widget.
  - (c) “**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, vehicle valuations or repair or maintenance pricing data.
  - (d) “**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.
  - (e) “**Optional Information**” means, with respect to a specific vehicle listed on the Customer Website, the asking price or other mutually agreed upon information. Optional Information shall be deemed Customer Data.
  - (f) “**Required Information**” means, with respect to a specific vehicle listed on the Customer Website, the applicable VIN, the Manufacturer’s Suggested Retail Price (MSRP), and other information, including YMMT, engine, trans, options, packages, vehicle specifications, and the profile key assigned by Kelley Blue Book to Customer. Required Information, excluding the profile key, shall be deemed Customer Data.
  - (g) “**User**” means any visitor to a Customer Website who uses the Widget to view KBB Data.



- (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) **“Widget”** means the Price Advisor application displayed on a Customer Website for access and use by Users to view KBB Data.

2. Authorized Uses.

(a) Widget for Vehicle Listings

- (i) Display. Customer may use the Widget only to display KBB Data and Kelley Marks on the Customer Website in connection with specific vehicle listings. Customer may also permit its Users to view and use the KBB Data, but only in connection with the Widget on the Customer Website.
- (ii) No Incentives/Rebates. Customer agrees that it will not include incentives or 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).
- (iii) Links. Customer may create text links for display on the Customer Website. All such text links must link to the Widget on Customer Website and use either of the following two options, as applicable, which text shall appear in font size 10 point or larger:
  - (1) “See the Kelley Blue Book® Price Advisor”; or
  - (2) “See the Kelley Blue Book® Fair Market Range”

(b) Widget for Vehicle Repair or Maintenance

- (i) Display. Customer may use the Widget only to display KBB Data and Kelley Marks on the Customer Website in connection with specific repair or replacement of a specified component, or a specified maintenance service. Customer may also permit its Users to view and use the KBB Data, but only in connection with the Widget on the Customer Website.
- (ii) Required Vehicle Data. Customer agrees that the Repair Widget will only be displayed after receiving the year, make and model of a vehicle.
- (iii) Links. Customer may create text links for display on the Customer Website. All such text links must link to the Widget on Customer Website and use either of the following two options, as applicable, which text shall appear in font size 10 point or larger:
  - (1) “See the Kelley Blue Book® Price Advisor”; or
  - (2) “See the Kelley Blue Book® Fair Repair Range”



3. Customer Obligations.

- (a) Customer is responsible for ensuring that the Customer 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 KBB Data or the Widget from time to time, which may require Customer to modify the interface and/or integration between Customer Website(s) and the Widget. Any such modifications required to the Customer Website and/or integration between Customer Website(s) and the Widget shall be the sole responsibility of Customer.
- (c) Prior to the release of the Widget, Customer must obtain Kelley Blue Book's approval for the use and display of the Widget on the Customer Website.
- (d) Customer is responsible for any and all activities that occur on the Customer Websites and for the use and display of Widget on the Customer Websites.
- (e) Customer shall notify Kelley Blue Book immediately of any known or suspected unauthorized use of the Widget or of any KBB Data, or any breach of security.
- (f) Customer must ensure that the Widget is displayed in a manner that complies with all applicable Laws, as well as any Original Equipment Manufacturer (OEM) advertising and brand standards, guidelines and requirements.

4. Use Restrictions. Customer (and its Authorized Users) 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, repair or maintenance pricing data, or vehicle editorial content provided by any Kelley Competitor on the same page as the Widget on the Customer Website; or
- (g) Display any advertisement of, or editorialized vehicle pricing data or repair or maintenance pricing data, provided by any Kelley Competitor on the same page as the Widget on the Customer Website.



5. Representations and Warranties. Customer represents and warrants to Kelley Blue Book that:
  - (a) Customer owns, manages or otherwise controls the Customer Websites 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 Website 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 on a Customer Website with respect to a specific vehicle:
  - (a) The vehicle must be listed with KBB.com and/or Autotrader.com (which listing must provide the Required Information), pursuant to a separate agreement between Customer and Autotrader.com, Inc., an Affiliate of Kelley Blue Book, with the Required Information and any Optional Information; and
  - (b) The Widget must be provided via the Customer Website.
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 about or related to the Price Advisor and/or any materials to which users can link through any such advertising, (b) inaccurate, incomplete, false or misleading data or information on the Customer Websites, including, but not limited to, the vehicle details pages, (c) any vehicle listing on the Customer Website, and (d) any MSRPs, other vehicle information, or any information relating to maintenance or repair services offered by Customer, provided by Customer 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.