



KELLEY BLUE BOOK PRICE ADVISOR

ADDITIONAL TERMS AND CONDITIONS

Product Descriptions: The Kelley Blue Book Price Advisor Program (“*Price Advisor*”) is a Cox Product that helps reduce tension during pricing discussions by giving shoppers realistic pricing expectations with a range that shows what they can expect to pay.

Additional Terms and Conditions:

1. **Definitions.**

- (a) “**Advertising Requirements**” means the Kelley Blue Book Price Advisor Participating Dealer Advertising Requirements providing range-based pricing advertising and trademark usage requirements, which can be found at the following link <https://www.coxautoinc.com/wp-content/uploads/sites/3/Kelley-Blue-Book-Price-Advisor-Participating-Dealer-Ad-Requirements.pdf>, as may be amended by Kelley Blue Book from time to time upon written notice to Customer.
- (b) “**Application**” means the Price Advisor application displayed on a Customer Website for access and use by Users to retrieve Application Data.
- (c) “**Application Data**” means the new and used vehicle pricing, specifications, Valuations and/or other information delivered from time to time by Kelley Blue Book or its Affiliates on the Customer Websites via the Application.
- (d) “**Approved Logos**” means the logos set forth in the Advertising Requirements, that have been pre-approved for use by Customer in connection with its Subscription to Price Advisor.
- (e) “**Customer Website(s)**” means any website specified on the Order Form that Customer owns, manages, controls, or licenses in connection with the Price Advisor.
- (f) “**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.
- (g) “**Kelley Links**” means the text links and graphic links featuring the selected Approved Logos and Kelley Marks that have been approved by Kelley Blue Book for Customer to display on the Customer Website.
- (h) “**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.



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- (i) **“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.
 - (j) **“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 the profile key assigned by Kelley Blue Book to Customer. Required Information, excluding the profile key, shall be deemed Customer Data.
 - (k) **“User”** means any visitor to a Customer Website who uses the Application to obtain Application Data.
 - (l) **“Valuation”** means a single price or value, or a range of prices or values from the Application Data for a specific vehicle identified by a VIN for a specific geographic zone (e.g., zip code).
2. **Authorized Uses.** Customer may use the Application only to display Application 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 Application Data, but only in connection with the Application on the Customer Website.
3. **Customer Obligations.**
 - (a) Customer is responsible for ensuring that the Customer Website is set up to integrate the Application by means of an HTML frame.
 - (b) Customer acknowledges that Kelley Blue Book may make changes to the Application Data or the Application from time to time, which may require Customer to modify the interface and/or integration between Customer Website(s) and the Application. Any modifications required to the Customer Website shall be the sole responsibility of Customer.
 - (c) Prior to the release of the Application, Application Data and Kelley Marks on Customer Website(s), Customer must obtain written approval from Kelley Blue Book that the format of the Application Data and the use and display of the Application, Application Data and Kelley Marks on the Customer Website are in accordance with the Advertising Requirements.
 - (d) Customer shall place one or more graphic or text links from Customer Website to KBB.com that are visible to search engine crawlers and not located on dynamic web pages.
 - (e) Customer is responsible for any and all activities that occur on the Customer Websites and for the use and display of Application on the Customer Websites.
 - (f) Customer shall notify Kelley Blue Book immediately of any known or suspected unauthorized use of any Application Data or breach of security.



4. 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;
 - (b) Alter, block or otherwise prevent display of any Kelley Blue Book content in the Application or Application Data;
 - (c) Display or use any link to directly access any Kelley Blue Book data file;
 - (d) Display or use the Kelley Links in any manner that improperly connotes any endorsement by or affiliation with Kelley Blue Book other than as permitted in the Advertising Requirements;
 - (e) Other than scaled resizing, alter the Kelley Links without the express prior written consent of 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 Application on the Customer Website;
 - (g) Display any advertisement of or editorialized vehicle pricing data provided by any Kelley Competitor on the same page as the Application 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 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's use of the Application, Application Data and/or Kelley Marks on the Customer Website or any Customer advertising to determine compliance with these Additional Terms and the Advertising Requirements; and/or
 - (b) Audit Customer's compliance with Section 5(b).

Without limiting any of Kelley Blue Book's 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 9.



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7. Application Data. Kelley Blue Book may make changes to the Application Data or the Application from time to time, which may require Customer to modify the interface and/or integration between Customer Website(s) and the Application. Any modifications required to the Customer Website shall be the sole responsibility of Customer.
8. Valuations. Customer acknowledges that in order for the Application 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, including YMMT, engine, trans, options, packages, vehicle specifications, etc.), 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 Application must be provided via the Customer Website.
9. 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 Application in breach of these Additional Terms (including any Attachments) or otherwise in an unsuitable manner.
10. 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 Program 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 and other vehicle information provided by Customer to Kelley Blue Book for use in the Application that is incorrect, inaccurate, false or misleading or fails to meet the requirements of applicable Law.