



KELLEY BLUE BOOK SITEDRIVER

ADDITIONAL TERMS AND CONDITIONS

Product Description: Kelley Blue Book SiteDriver is a Cox Product that allows Customer to provide Users with Kelley Blue Book's proprietary pricing information regarding trade-in Valuations.

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," "SiteDriver," any variations or misspellings thereof, the SiteDriver logo, and the Kelley Blue Book logo.
 - (d) **"User"** means any visitor to a Customer Website who uses SiteDriver obtain a Valuation.
 - (e) **"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 SiteDriver.
2. SiteDriver. Kelley Blue Book will configure SiteDriver with the options selected by Customer and send Customer an Email Notice containing instructions for installing all necessary Kelley Links to use SiteDriver on Customer Websites. If no options are selected, the default settings will apply. Customer may request changes to the SiteDriver settings and configurations at any time during the Subscription Term. 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 SiteDriver 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 SiteDriver only to make Valuation available to Users on the Customer Website.
4. Customer Obligations.
 - (a) Customer is responsible for ensuring that the Customer Website is set up to integrate SiteDriver by means of an HTML frame.



- (b) Customer acknowledges that Kelley Blue Book may make changes to SiteDriver or Valuations from time to time, which may require Customer to modify the interface and/or integration between Customer Website(s) and SiteDriver. 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 SiteDriver on the Customer Websites.
 - (d) Customer shall notify Kelley Blue Book immediately of any known or suspected unauthorized use or other breach of security related to SiteDriver or Valuations.
 - (e) Customer will ensure that the Customer Websites contain a privacy statement which includes that information about visitors may be collected and/or aggregated through the use of automated means and that all such information may be shared with third parties.
5. Use Restrictions. Customer (and Customer Representatives) may not:
- (a) Present SiteDriver 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. 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. Suspension or Termination. Kelley Blue Book may suspend or terminate Customer's Subscription to the SiteDriver at any time if Kelley Blue Book reasonably determines that Customer is using the SiteDriver in breach of the Order Form (including the Master Subscription Terms, and these Additional Product Terms as well as any other 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 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 SiteDriver.
8. Sole Remedy. In the event that Kelley Blue Book fails to provide SiteDriver, 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 SiteDriver and Customer hereby waive any rights against Kelley Blue Book or its Affiliates that Customer may otherwise have at law or in equity.