



KELLEY BLUE BOOK® TRADE-IN ADVISOR

ADDITIONAL TERMS AND CONDITIONS

Product Description: Kelley Blue Book® Trade-In Advisor (“Trade-In Advisor”) is a Cox Product that uses text links, static call-to-action graphics and dynamic call-to-action interactive graphics to provide trade-in Valuations to Users and captures and makes available to Customer the contact and related information entered by Users.

Additional Terms and Conditions:

1. Definitions. Capitalized terms used herein without definition shall have the meanings assigned thereto in the Cox Automotive Master Subscription Terms (the “Master Subscription Terms”) located at <https://www.coxautoinc.com/wp-content/uploads/sites/3/Cox-Master-Subscription-Terms.pdf>, which are supplemented by these Additional Terms and Conditions with respect to Trade-In Advisor.

- (a) **“Customer Website(s)”** means any website specified on the Order Form that Customer owns, manages, controls, or licenses.
- (b) **“Kelley Links”** means any of the text links, static call-to-action graphic links or dynamic call-to-action interactive graphic links, as applicable, incorporating certain Kelley Marks for Customer to display on the Customer Website, as further detailed on Appendix A.
- (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,” “Trade-In Advisor,” “Kelley Blue Book Trade-In Report,” any variations or misspellings thereof, and the Kelley Blue Book logo.
- (d) **“Lead Data”** means the contact and related information entered by Users and captured through Trade-In Advisor.
- (e) **“User”** means any visitor to a Customer Website who uses Trade-In Advisor 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 specified vehicle in a specific geographic zone (e.g., zip code).

2. Trade-In Advisor. Kelley Blue Book will either send Customer an Email Notice containing instructions for installing the Trade-In Advisor default configuration on Customer Websites or work directly with Customer (or Customer’s Website provider) to have the default configuration Trade-In Advisor installed on Customer Websites, as may be mutually agreed by the Parties. Kelley Blue Book may introduce new configuration settings from time to time. Customer may request changes to the Trade-In Advisor 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 will review requests for customizations and notify Customer if requests are approved or denied. If the requested customizations require an additional Fee, Kelley Blue Book will provide an estimate of the Fee to Customer in advance of making any requested customizations. Kelley Blue Book may customize



Trade-In Advisor 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. If the requested customizations require an additional Fee, Kelley Blue Book will provide an estimate of the Fee to Customer in advance of making any requested customizations.

3. Authorized Uses. Customer may use Trade-In Advisor 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 Trade-In Advisor in accordance with the technical documentation provided by Kelley Blue Book.
- (b) Customer acknowledges that Kelley Blue Book may make changes to Trade-In Advisor or Valuations from time to time, which may require Customer to modify the interface and/or integration between Customer Website(s) and Trade-In Advisor. 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 Trade-In Advisor 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 Trade-In Advisor, 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. Without the express prior written consent of Kelley Blue Book, Customer (and Customer Representatives) may not resize any image or otherwise alter any image or text approved for use as part of the Kelley Links.

6. Kelley Links. Kelley Blue Book grants Customer, subject to its continued compliance with all of these Additional Terms and Conditions and the Master Subscription Terms, a limited, non-exclusive, non-transferable, revocable license to use the Kelley Links solely for use and display on Customer Websites as permitted hereunder. Customer agrees to properly and accurately display the Kelley Links in their entirety and to follow Kelley Blue Book’s guidelines and requirements, including the Advertising Requirements set forth in Appendix A. Any other uses of the Kelley Marks or Kelley Links 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). From time to time, Kelley Blue Book may alter Kelley Marks and Kelley Links and Customer shall promptly update the Kelley Links on its Customer Website(s) to reflect the updated Kelley Marks and Kelley Links.



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.
- (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.
- (d) Nothing herein shall require Kelley Blue Book to store, retrieve or transmit any Lead Data that was previously made available to Customer.

8. Suspension or Termination. Kelley Blue Book may suspend or terminate Customer's Subscription to Trade-In Advisor at any time if Kelley Blue Book reasonably determines that Customer is using the Application in breach of the Master Subscription Terms, these Additional Terms and Conditions (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 Trade-In Advisor.

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 waives any rights against Kelley Blue Book or its Affiliates that Customer may otherwise have at law or in equity.



Appendix A

Advertising Requirements for the Kelley Blue Book® Trade-In Advisor

Approved Text Link Titles

The following is a list of approved text entries which Customer may use as text links in a navigation menu item on Customer Website when linking to Trade-In Advisor:

- Kelley Blue Book Trade-In Values
- Kelley Blue Book Trade-In Value
- Blue Book Trade-In Values
- Blue Book Trade-In Value
- Value Your Trade-In
- Value Your Trade
- Value Trade-In
- Trade-In Report from Kelley Blue Book
- Trade-In Values
- Trade-In Value
- Get Blue Book Trade-In Values
- Instant Trade-In Report
- Quick Trade-In Report
- What's Your Trade-In Worth?

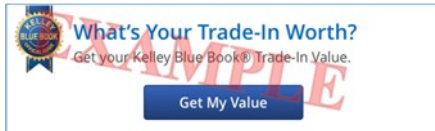
Sample Static Call-to-Action Graphics (will be available to Customer at time of Trade-In Advisor installation)

The following are approved sample images Customer may use on Customer Website to link to Trade-In Advisor (only in the specified sizes as indicated below):

300 x 250 pixels



500 x 150 pixels



728 x 90 pixels





Sample Dynamic Call to Action Interactive Graphic (display requires code implementation)

The following is an approved sample interactive image Customer may use on Customer Website to link to Trade-In Advisor (adaptive responsive display subject to minimum and maximum size limitations):

A sample interactive graphic for Kelley Blue Book's Trade-In Advisor. It features the Kelley Blue Book logo on the left. To its right, the text "What's Your Trade-In Worth?" is displayed in a large, bold, blue font. Below this, the text "Get your Kelley Blue Book® Trade-In Value." is shown in a smaller, black font. On the far right, there is a white rectangular input field with a thin grey border containing the placeholder text "Enter Year Make Model Trim". A large, semi-transparent red "SAMPLE" watermark is overlaid diagonally across the center of the graphic.