

KELLEY BLUE BOOK TRUSTED ADVISOR PROGRAM

ADDITIONAL TERMS AND CONDITIONS

Product Descriptions: By participating in the Kelley Blue Book Trusted Advisor Program (“**Program**”), Customer may offer to consumers a service that assists them in comparing the prices of vehicles offered for sale by Customer to Kelley Blue Book valuations for similar vehicles in the market. The Program provides Customer with access to the following Cox Products and other offerings: Kelley Blue Book Price Advisor; Price Advisor Report; Kelley Blue Book LeadDriver; Kelley Blue Book Trade-In Advisor; Kelley Blue Book Instant Cash Offer Program; Kelley Blue Book Editorial Widget; Dealer Differentiator; Inventory Analysis Report; Dealer Training; Marketing Assets Web Portal; and Implementation Consultant.

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 <http://us.dealertrack.com/content/dam/dealertrack/pdfs/legal/CoxMasterSubscriptionTerms.pdf>, which are supplemented by these Additional Terms and Conditions with respect to the Program.
 - (a) “**Advertising Requirements**” means the Kelley Blue Book Trusted Advisor Program advertising requirements, including range-based pricing advertising and trademark usage requirements, which can be found [here](#). The Advertising Requirements may be updated by Kelley Blue Book from time to time upon Email Notice to Customer.
 - (b) “**Customer Website**” means any website(s) specified on the Order Form that Customer owns, manages, controls, or licenses in connection with the Program.
 - (c) “**Instant Cash Offer**” means the Kelley Blue Book Instant Cash Offer (ICO) Program, which is a Cox Product that provides actual offers to purchase vehicles from consumers for redemption at participating dealers.
 - (d) “**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.
 - (e) “**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,” “Trusted Advisor,” “Price Advisor,” “Trade-In Advisor,” “Kelley Blue Book Trade-In Report,” “LeadDriver,” “Instant Cash Offer,” and any variations or misspellings thereof, the Trusted Advisor logo, the Price Advisor logo, the LeadDriver logo, the Instant Cash Offer logo, and the Kelley Blue Book logo.
 - (f) “**LeadDriver**” is a Cox Product that uses text links and static call-to-action graphics to provide trade-in Valuations to Users, and captures and makes available to Customer the Lead Data entered by Users.
 - (g) “**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.
 - (h) “**Price Advisor Application**” means the Price Advisor Application displayed on a Customer Website for access and use by Users to retrieve Valuations.

- (i) **“Qualified DR Product”** means any digital retailing Cox Product purchased by Customer through another Cox Affiliate, which Cox Product incorporates trade-in or purchase offer Valuations by Kelley of consumer-owned vehicles in a manner that permits Customer to make accessible (and Customer actually makes accessible) such Valuations to Users on the applicable Customer Website outside of the digital retailing experience.
 - (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) **“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.
 - (l) **“User”** means any visitor to a Customer Website who uses the Application, Trade-In Advisor or LeadDriver or a Qualified DR Product to obtain a Valuation, or the Instant Cash Offer to obtain an offer for their vehicle.
 - (m) **“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. Program Participation. In order to participate in the Program, Customer must be approved by Kelley Blue Book and have an active subscription to one of more of the following: LeadDriver, Trade-In Advisor, Instant Cash Offer or a Qualified DR Product.
3. Incorporation of Additional Terms. The Autotrader Visitor Agreement, the KBB.com Terms of Service, the Kelley Blue Book Trusted Advisor Program Advertising Requirements, the Cox Advertiser Relationship Additional Terms, and the Additional Product Terms for the following Cox Products are incorporated herein by reference:
- (a) Price Advisor Report;
 - (b) Kelley Blue Book Editorial Widget;
 - (c) As applicable, based on the Customer’s subscription: Kelley Blue Book LeadDriver, or Kelley Blue Book Trade-In Advisor, or Kelley Blue Book Instant Cash Offer Program, or the applicable Qualified DR Product.
4. Price Advisor Additional Terms.
- (a) Authorized Uses. Customer may use the Price Advisor Application only to display Valuations and Kelley Marks on the Customer Website in connection with specific vehicle listings. Customer may also permit its Users to view and use the Valuations, but only in connection with the Price Advisor Application on the Customer Website.
 - (b) Customer Obligations.
 - (i) Customer is responsible for ensuring that the Customer Website is set up to integrate the Price Advisor Application by means of an HTML frame.
 - (ii) Customer acknowledges that Kelley Blue Book may make changes to the Valuations or the Price Advisor Application from time to time, which may require Customer to modify the interface and/or

integration between Customer Website(s) and the Price Advisor Application. Any modifications required to the Customer Website shall be the sole responsibility of Customer.

- (iii) Prior to the release of the Price Advisor Application, Valuations and Kelley Marks on Customer Website(s), Customer must obtain written approval from Kelley Blue Book that the format of the Valuations and the use and display of the Price Advisor Application, Valuations and Kelley Marks on the Customer Website are acceptable to Kelley Blue Book.
 - (iv) Customer is responsible for any and all activities that occur on the Customer Websites and for the use and display of Price Advisor Application on the Customer Websites.
 - (v) Customer shall notify Kelley Blue Book immediately of any known or suspected unauthorized use of any Valuations or breach of security.
- (c) Use Restrictions. Customer (and Customer Representatives) may not:
- (i) Present the Price Advisor Application to Users in a HTML pop-up or similar device or in a non-framed web page;
 - (ii) Alter, block or otherwise prevent display of any Kelley Blue Book content in the Price Advisor Application or Valuations;
 - (iii) Display or use any link to directly access any Kelley Blue Book data file;
 - (iv) Display any vehicle pricing valuation data or vehicle editorial content provided by any Kelley Competitor on the same page as the Price Advisor Application on the Customer Website;
 - (v) Display any advertisement of or editorialized vehicle pricing data provided by any Kelley Competitor on the same page as the Price Advisor Application on the Customer Website; or
 - (vi) Display or use of the Kelley Marks in any advertising creative, any search engine marketing campaign (e.g., Google AdWords) or site optimization activities (e.g., within page meta data, meta tags, Web page titles, URLs, or sub-domain URLs).
- (d) Representations and Warranties. Customer represents and warrants to Kelley Blue Book that:
- (i) 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 Product Terms, and Attachments hereto; and
 - (ii) 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.
- (e) Audit. At any time during the Subscription Term, Kelley Blue Book may:
- (i) Review Customer's use of the Price Advisor Application, Valuations and/or Kelley Marks on the Customer Website to determine compliance with these Additional Product Terms; and/or
 - (ii) Audit Customer's compliance with Section 4(d)(ii).
- Without limiting any of Kelley Blue Book's other rights or remedies, if such review or audit reveals a breach of Section 4(d)(ii), 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 7.
- (f) Application Changes. Kelley Blue Book may make changes to the Valuations or the Price Advisor Application from time to time, which may require Customer to modify the interface and/or integration between Customer Website(s) and the Price Advisor Application. Any modifications required to the Customer Website shall be the sole responsibility of Customer.

- (g) Valuations. Customer acknowledges that in order for the Price Advisor Application to generate a Valuation on a Customer Website with respect to a specific vehicle:
 - (i) 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
 - (ii) The Price Advisor Application must be provided via the Customer Website.
- 5. Customer Obligations. Customer is responsible for any and all activities between Customer and Users related to the Program.
- 6. Restrictions. Licensee shall make no use of the Kelley Marks without the prior written consent of Kelley Blue Book, which shall be at Kelley's sole and absolute discretion. Restricted uses of the Kelley Marks include, but are not limited to, use in any advertising creative, any search engine marketing campaign (e.g., Google AdWords) or site optimization activities (e.g., within 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 participation in the Program at any time if Kelley Blue Book reasonably determines that Customer is in breach of these Additional Product Terms (including Attachments) or otherwise in an unsuitable manner.
- 8. Indemnification. In addition to Customer's indemnifications set forth in Section 9.2 of the Master Subscription Terms and the applicable Additional Product 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 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 Price Advisor Application that is incorrect, inaccurate, false or misleading or fails to meet the requirements of applicable Law.