

MMR ADDITIONAL TERMS

The terms and conditions set forth in these Additional Terms are in addition to the terms and conditions set forth in the Master Data License (<https://www.coxautoinc.com/terms/wp-content/uploads/sites/3/MasterData-License-Agreement.pdf>), and apply with respect to the Licensed Data covered by these Additional Terms.

Product Descriptions: Manheim Market Report (“MMR”) values are proprietary wholesale vehicle values of Manheim.

Additional Terms and Conditions:

1. Definitions. Capitalized terms used, but not otherwise defined, herein shall have the meanings given to them in the Master Data License. In addition, for the purposes of these Additional Terms, the following terms shall have the following meanings:
 - (a) **“Auction”** means a wholesale motor vehicle marketplace or auction.
 - (b) **“Authorized Instance”** means a single Licensee Auction website, application, platform or geographic location controlled by Licensee. For example, where a single website serves two physical Auction locations, such website and locations constitute three unique Authorized Instances, unless parties agree otherwise.
 - (c) **“AutoGrade® Condition Score”** means a vehicle condition score generated by Manheim proprietary AutoGrade® algorithm.
 - (d) **“API”** means Manheim’s application program interface designed to receive Licensee’s call and return Licensed Data in response to such call.
 - (e) **“Display Requirements”** means the Licensed Data and Manheim Marks display requirements for the Licensee Platforms, which can be found at the following link:, as may be amended by Manheim <https://www.coxautoinc.com/terms/wp-content/uploads/sites/3/Manheim-Market-ReportDisplay-Requirements-PDF.pdf>, as may be amended from time to time upon written notice to Licensee.
 - (f) **“Licensed Data”** means, for the purposes of these Additional Terms, such MMR values and related data as are licensed by CAI to Licensee pursuant to the applicable Order Form, and which may be found at the following URL (or such successor URL or other means as Manheim may establish from time to time in its discretion): <http://developer.manheim.com/#/apis/marketplace/valuations>, as designated, updated or modified from time to time by Manheim.
 - (g) **“Licensee Auction”** means a Licensee Platform operating in connection with or for the benefit of an Auction owned, operated or controlled by Licensee or an Affiliate of Licensee.
 - (h) **“Licensee Platform”** means any website, application or other product of Licensee intending to make use of Licensed Data or any derivative thereof.
 - (i) **“Manheim”** means Manheim Remarketing, Inc., an Affiliate of Cox Automotive, Inc. For clarity, any reference to “Manheim” in these Additional Terms shall be deemed a reference to CAI for the purposes of the Master Data License.

- (j) **“Manheim Marks”** means any name, logo, trademark or service mark of Manheim, including but not limited to “Manheim”, “Manheim.com,” “Manheim Market Report, “MMR,” or any variations or misspellings thereof, and the Manheim logo.
2. **Delivery.** The Licensed Data will be made available to Licensee via an API or such other reasonable electronic transmittal method as Manheim may designate to Licensee from time to time, in its discretion, during the License Term.
3. **Permitted Use.**
- (a) Under no circumstances shall Licensed Data be made available in a consumer-facing website, application or other consumer-accessible source.
- (b) Unless “Use Within Industry Software Application”, “Use Within Wholesale Marketplace” or “Use Within Auction Software Application” is selected on the Order Form, Licensee’s Permitted Use of Licensed Data shall be limited to Licensee’s own internal reference purposes specified on the Order Form.
- (c) Where “Use Within Industry Software Application” is selected on the Order Form, Permitted Use may allow integration and display on the Licensee Platform indicated on such Order Form, subject to the following conditions:
- i. This license excludes use or access by or at Licensee Auctions, which use must be separately licensed pursuant to Section 3(d) below.
 - ii. Access to all parts of Licensee Platform where Licensed Data can be accessed or viewed shall be limited to Authorized Users.
 - iii. Any use by an Authorized User shall be limited by the terms of access to the Licensee Platform to such Authorized User’s internal business purpose of valuation of specific used motor vehicles.
 - iv. Licensee’s display of Licensed Data on the Licensee Platform shall at all times comply with the Display Requirements.
 - v. To the extent the display of Licensed Data on Licensee Platform entails the use of any Manheim Marks, any license to such Manheim Marks, Manheim hereby grants Licensee a revocable license to so display such Manheim Marks, in accordance with any restrictions provided in Section 10 of the Agreement. Such license shall automatically terminate upon termination of the applicable Order Form. Use and display of Manheim Marks, as provided by Manheim, in connection with the Licensed Data in the Licensee Platform, including advertisings and promotion thereof, is subject to Manheim’s prior written approval, which may be withheld, delayed, or conditioned in Manheim’s sole discretion.
 - vi. Licensee must submit via the API call a unique identifier for each Authorized User and geolocation for each mobile Authorized User that receives Licensed Data. If using a bulk call, this information is required for each individual VIN within the array. Licensee shall have assigned to each Authorized User a unique identifier that is sufficient to allow Licensee to connect such Authorized User to the related Licensed Data called from the API for such Authorized User. Licensee represents and warrants that Licensee has received permission to share such geolocation information for mobile Authorized Users

and shall indemnify and hold harmless Manheim against any claims related to the sharing of such geolocation information.

- vii. During the License Term, as defined in the Order Form within five (5) business days after the end of each calendar month, Licensee shall deliver to Manheim (in a form mutually agreed upon between Manheim and Licensee) a report providing details (including but not limited to the unique identifier as described above, Authorized Instance name, and address) for each Authorized Instance with access to the Licensee Platform and the total number of Authorized Instances for the previous month (collectively, “Authorized Usage Report”).
- viii. Licensee acknowledges and agrees that (and shall secure agreement from Authorized Users that) Manheim has the right to freely use and disclose contents of Authorized Usage Report for Manheim’s business purposes, provided that such data may not be disclosed by Manheim in a manner that identifies or otherwise associates Licensee or its Authorized Users therewith. Licensee shall indemnify and hold Manheim harmless from and against any third-party claims arising out of or related to Manheim’s use of such Authorized Usage Report.

(d) Where “Use Within Wholesale Marketplace” is selected on the Order Form, Permitted Use may allow use by the Licensee Auction indicated on such Order Form, subject to the following conditions:

- i. Use by Licensee Auction shall be limited to display of a vehicle MMR value on an active inventory listing (search results page (SRP), vehicle details page (VDP) or search criteria) for such vehicle on an Authorized Instance and a post-sale report for such vehicle delivered to an Authorized User of such Authorized Instance. Without limiting the generality of the foregoing, this license excludes and explicitly prohibits any of the following: Licensee’s internal use, creation of derivative products, integration with any other features or business processes of Licensee or display of MMR value on renditions of a listing outside of an Authorized Instance (e.g. in syndicated inventory listings).
- ii. Each Authorized Instance shall require Authorized User authentication for access before Licensed Data can be viewed.
- iii. Licensee’s display of Licensed Data on each Authorized Instance shall at all times comply with the Display Requirements.
- iv. To the extent the display of Licensed Data by Licensee Auction entails the use of any Manheim Marks, any license to such Manheim Marks, Manheim hereby grants Licensee a revocable license to so display such Manheim Marks, in accordance with any restrictions provided in Section 10 of the Agreement. Such license shall automatically terminate upon termination of the applicable Order Form. Use and display of Manheim Marks, as provided by Manheim, in connection with the Licensed Data by Licensee Auction, including advertisings and promotion thereof, is subject to Manheim’s prior written approval, which may be withheld, delayed, or conditioned in Manheim’s sole discretion.
- v. At a minimum, each API call by Licensee Auction must contain all of the following: (a) VIN, vehicle mileage, vehicle color; and (b) for any vehicle for which an AutoGrade® Condition Score is displayed in the listing, the AutoGrade® Condition Score.
- vi. If Licensee Auction includes multiple Authorized Instances, Licensee must submit via the API call a unique identifier for the Authorized Instance which will receive Licensed Data.
- vii. On a daily basis, any and all Licensed Data shall be irretrievably deleted (or permanently overwritten with the latest value available in response to the API call for the same

parameters). In addition, an MMR value for any individual vehicle must be promptly updated and overwritten upon change in such vehicle's condition or status (such as an issuance or change in AutoGrade® Condition Score). Without limiting the generality of the foregoing, a license to Licensed Data shall expire 24 hours following the API call pursuant to which the applicable Licensed Data is received. Under no circumstances shall Licensee use or store any Licensed Data for which the license has expired, or at any time concurrently retain, compare or commingle Licensed Data with prior Licensed Data.

- (e) Where "Use Within Auction Software Application" is selected on the Order Form, Permitted Use may allow integration and display on the Licensee Platform used by Auction clients of Licensee, subject to the following conditions:
- i. Each Auction client must remain separately licensed by Manheim to use the Licensed Data;
 - ii. Licensee shall not commingle the Licensed Data used by separate Auction clients or use Licensed Data for the benefit of any person or entity (including any use for Licensee's own benefit) other than for the benefit of an Auction client licensed to access such data; and
 - iii. Licensee Platform shall not enable or permit any use that would not be compliant with Section 3(d) hereof.

4. Licensee Obligations.

- (a) Licensee acknowledges that Manheim may make changes to the Licensed Data from time to time, which may require Licensee to modify the Licensee Platform. Any modifications required to the Licensee Platform shall be the sole responsibility of Licensee.
- (b) Prior to any distribution, Licensee must obtain Manheim's approval, which may be withheld or conditioned in Manheim's sole discretion, for the use and display of the Licensed Data and Manheim Marks in the Licensee Platform and/or advertising and marketing materials.
- (c) Licensee is responsible for any and all activities that occur in connection with the Licensee Platform.
- (d) Licensee shall not, and shall assure that its Personnel or Authorized Users do not, post or otherwise make accessible any Licensed Data or Manheim Marks on any other platform or website, other than the Licensee Platform authorized under the Permitted Use.
- (e) Licensee represents and warrants that each API call shall be made only with true and actual vehicle parameters, and only for a vehicle in which the Licensee Platform has a legitimate business interest consistent with Permitted Use.
- (f) All display of Licensed Data by Licensee shall be accompanied by the following reasonably displayed disclaimer and copyright notice:

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