MMR
ADDITIONAL TERMS

These Additional Terms supplement the Master Agreement located at https://www.coxautoinc.com/terms/usa, and apply with respect to the Cox Product covered by these Additional Terms.

Product Description: Manheim Market Report ("**MMR**") values are a Cox Data Product consisting of proprietary wholesale vehicle values. Manheim Remarketing, Inc. ("**Manheim**"), an Affiliate of Cox, may own certain rights or provide certain services relating to MMR.

Additional Terms:

1. **Definitions**. Capitalized terms used, but not otherwise defined, herein shall have the meanings ascribed to them in the Master Agreement. 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, for the purposes of these Additional Terms, a single Customer Auction website, application, platform or geographic location controlled by Customer. 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) **"Authorized Representatives"** means, for the purposes of these Additional Terms, Representatives of Customer who have been authorized to receive Credentials to access Cox Data Output in accordance with the applicable Order Form.

    (d) **"AutoGrade® Condition Score"** means a vehicle condition score generated by Manheim proprietary AutoGrade® algorithm.

    (e) **"API"** means application program interface of Cox designed to receive Customer's call and return Cox Data Output in response to such call.

    (f) **"Cox Data Output"** means, for the purposes of these Additional Terms, such MMR values and related data as are licensed by Cox to Customer pursuant to the applicable Order Form, and which may be found at: http://developer.manheim.com/#/apis/marketplace/valuations (or its successor URL or other access means established by Cox for this purpose) as designated, updated or modified from time to time by Cox.

    (g) **"Customer Auction"** means a Customer Platform operating in connection with or for the benefit of an Auction owned, operated or controlled by Customer or an Affiliate of Customer.

    (h) **"Customer Platform"** means any website, application or other product of Customer intending to make use of Cox Data Output or any derivative thereof.

    (i) "**Display Requirements**" means the Cox Data Output and Manheim Marks display requirements for the Customer Platforms, located at: https://www.coxautoinc.com/terms/wp-content/uploads/sites/3/Manheim-Market-Report-Display-Requirements-PDF.pdf (or its successor URL), as may be amended from time to time upon written notice to Customer.

(j) **"Manheim Marks"** means Cox Marks owned by or associated with 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 MMR will be made available to Customer via an API or such other reasonable electronic transmittal method as Cox may designate to Customer from time to time, in its discretion, during the Subscription Term.

3. **Conditions Applicable to All Permitted Uses**.

(a) Under no circumstances shall Cox Data Output be made available in a consumer-facing website, application or other consumer-accessible source, or any other source except the Customer Platform authorized under the applicable Permitted Use. Without limiting the generality of the foregoing and of Section 4.1 of the Master Agreement, no Third Party shall be granted access to, or use of, Cox Data Output, except for the strict purpose of enabling Customer (and solely the Customer) to use such Cox Data Output in accordance with the applicable Permitted Use.

(b) Prior to any distribution, Customer must obtain Cox's approval, which may be withheld or conditioned in Cox's sole discretion, for the use and display of the Cox Data Output and Manheim Marks in the Customer Platform and/or advertising and marketing materials.

(c) Customer is responsible for any and all activities that occur in connection with the Customer Platform.

(d) Customer 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 Customer Platform has a legitimate business interest consistent with the applicable Permitted Use.

(e) All display of Cox Data Output by Customer shall be accompanied by the following reasonably displayed disclaimer and copyright notice:

MMR Values © 20XX Cox Automotive, Inc. All rights reserved. The MMR pricing is provided by Manheim. The information displayed for a particular vehicle is based upon user input, e.g.: odometer, region, condition grade, color, etc. The actual price of a vehicle may vary. Cox Automotive assumes no responsibility for errors or omissions. (v.2022.1.0)

4. **Types of Permitted Use**.

(a) Unless "Use Within Industry Software Application", "Use Within Wholesale Marketplace" or "Use Within Auction Software Application" is selected on the Order Form, Customer 's Permitted Use of Cox Data Output shall be limited to Customer's own internal reference purposes specified on the Order Form.

(b) Where "Use Within Industry Software Application" is selected on the Order Form, Permitted Use may allow integration and display on the Customer Platform indicated on such Order Form, subject to the following additional conditions:

    i. This license excludes use or access by or at Customer Auctions, which use must be separately licensed pursuant to Section 3(d) below.

    ii. Access to all parts of Customer Platform where Cox Data Output can be accessed or viewed shall be limited to Authorized Licensees.

iii. Any use by an Authorized Licensee shall be limited by the terms of access to the Customer Platform to such Authorized Licensee's internal business purpose of valuation of specific used motor vehicles.

iv. Customer's display of Cox Data Output on the Customer Platform shall at all times comply with the Display Requirements.

v. To the extent the display of Cox Data Output on Customer Platform entails the use of any Manheim Marks, any license to such Manheim Marks, Cox hereby grants Customer 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 Cox, in connection with the Cox Data Output in the Customer Platform, including advertisings and promotion thereof, is subject to Cox's prior written approval, which may be withheld, delayed, or conditioned in Cox's sole discretion.

vi. Customer must submit via the API call a unique identifier for each Authorized Licensee that receives Cox Data Output. If using a bulk call, this information is required for each individual VIN within the array. Customer shall have assigned to each Authorized Licensee a unique identifier that is sufficient to allow Customer to connect such Authorized Licensee to the related Cox Data Output called from the API for such Authorized Licensee. Customer represents and warrants that Customer has received permission to share such geolocation information for mobile Authorized Licensees and shall indemnify and hold harmless Cox against any claims related to the sharing of such geolocation information.

vii. During the Subscription Term, as defined in the Order Form within five (5) business days after the end of each calendar month, Customer shall deliver to Cox (in a form mutually agreed upon between Cox and Customer) 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 Customer Platform and the total number of Authorized Instances for the previous month.

(c) Where "Use Within Wholesale Marketplace" is selected on the Order Form, Permitted Use may allow use by the Customer Auction indicated on such Order Form, subject to the following additional conditions:

i. Use by Customer 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 Representative of such Authorized Instance. Without limiting the generality of the foregoing, this license excludes and explicitly prohibits any of the following: Customer's internal use, creation of derivative products, integration with any other features or business processes of Customer 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 Representative authentication for access before Cox Data Output can be viewed.

iii. Customer's display of Cox Data Output on each Authorized Instance shall at all times comply with the Display Requirements.

iv. To the extent the display of Cox Data Output by Customer Auction entails the use of any Manheim Marks, any license to such Manheim Marks, Cox hereby grants Customer 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 Cox, in connection with the Cox Data Output by Customer Auction, including advertisings and promotion thereof, is subject to Cox's prior written approval, which may be withheld, delayed, or conditioned in Cox's sole discretion.

     v.   At a minimum, each API call by Customer 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 Customer Auction includes multiple Authorized Instances, Customer must submit via the API call a unique identifier for the Authorized Instance which will receive Cox Data Output.

     vii.   On a daily basis, any and all Cox Data Output 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 an MMR value shall expire 24 hours following the API call pursuant to which the applicable MMR value is received. Under no circumstances shall Customer use or store any Cox Data Output for which the license has expired, or at any time concurrently retain, compare or commingle MMR values with prior MMR values.

(d) Where "Use Within Auction Software Application" is selected on the Order Form, Permitted Use may allow integration and display on the Customer Platform used by Authorized Licensees that are Auction clients of Customer, subject to the following additional conditions:

     i.   Each Auction client must remain separately licensed by Cox to use the Cox Data Output;

     ii.   Customer shall not commingle the Cox Data Output used by separate Auction clients or use Cox Data Output for the benefit of any person or entity (including any use for Customer's own benefit) other than for the benefit of an Auction client licensed to access such data; and

     iii.   Customer Platform shall not enable or permit any use that would not be compliant with Section 3(d) hereof.