

Manheim AutoGrade® (via Designated Processor) 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: AutoGrade® is a Cox Product that enables the evaluation of submitted vehicle damage information to generate a vehicle condition grade.

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) **“Approved Inspector”** means any Third-Party inspection provider that is separately licensed by Manheim (and only while so licensed) to request and obtain AutoGrade® Condition Scores for the purpose of communicating the AutoGrade® Condition Scores during the Effective Period to Licensee so that Licensee may use the AutoGrade® Condition Scores for the Permitted Use.
 - (b) **“Approved Auction”** means any Third-Party Auction which has contracted with Licensee for the inspection of Eligible Vehicles and is separately licensed by Manheim (and only while so licensed) to use the AutoGrade® Condition Scores during the applicable Effective Period to assist its customers in the remarketing of Eligible Vehicles.
 - (c) **“Approved Provider”** means a Provider which has contracted with a Licensee Auction to provide software services and is separately licensed by Manheim (and only while so licensed) to use the AutoGrade® Condition Scores during the applicable Effective Period to deliver software services to such Licensee.
 - (d) **“AutoGrade® Input Data”** means the data required to be submitted by or on behalf of Licensee in order to generate an AutoGrade® Condition Score.
 - (e) **“AutoGrade® Inspection Specifications”** means the AutoGrade® Condition Score vehicle inspection guidelines and specifications provided by Manheim, as the same may be updated, modified or supplemented by Manheim from time to time in its sole discretion.
 - (f) **“AutoGrade® Condition Score”** means a vehicle condition score generated by Manheim proprietary AutoGrade® algorithm.
 - (g) **“AutoGrade® Request”** means the submission by Licensee (or an Approved Inspector of Licensee, or an Approved Provider on behalf of Licensee) of the AutoGrade® Input Data to Designated Processor in accordance with and subject to these Additional Terms.
 - (h) **“AutoGrade® Vehicle Inspection”** means vehicle inspection of an Eligible Vehicle performed in accordance with AutoGrade® Inspection Specifications.
 - (i) **“Auction”** means a wholesale motor vehicle marketplace or auction.

- (j) **“API”** means Manheim’s application program interface designed to receive Licensee’s call and return Licensed Data in response to such call.
- (k) **“Designated Processor”** means, initially, Auto Auction Services Corp., and thereafter, any successor Third-Party data processor designated from time to time by Manheim.
- (l) **“Effective Period”** is defined in Section 3(b).
- (m) **“Eligible Vehicle”** means any used vehicle that a remarketer intends to remarket or sell at or through any wholesale auction or other non-retail sales platform through which used vehicles are sold or offered for sale on a wholesale basis.
- (n) **“Inspector”** means a vehicle inspection provider.
- (o) **“Licensed Data”** means, for the purposes of these Additional Terms, the AutoGrade® Condition Scores.
- (p) **“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.
- (q) **“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.
- (r) **“Provider”** means any provider to one or more Auctions of software or other services which require or contemplate access to, processing, transmission or display by such provider (or its product or service) of AutoGrade® Condition Scores.
- (s) **“Unique ID”** means a unique identifier for tracking and auditing each AutoGrade® Request generated by Designated Processor.

2. Delivery; Updates; Features.

- (a) For each Eligible Vehicle for which Licensee desires to obtain an AutoGrade® Condition Score, Licensee shall conduct an AutoGrade® Vehicle Inspection and provide the resulting AutoGrade® Input Data to the Designated Processor via an electronic format determined by Designated Processor (as advised to Licensee from time to time by Designated Processor or Manheim). Upon receipt of the AutoGrade® Input Data, Designated Processor shall (a) reformat the AutoGrade® Input Data to ensure that Manheim cannot identify the submitting Auction or Inspector, or the Vehicle Identification Number (VIN) of the Eligible Vehicle, (b) create a Unique ID for such AutoGrade® Request, and (c) transmit such AutoGrade® Input Data and Unique ID to the API. Upon Manheim’s verification that it has received the Unique ID and the AutoGrade® Input Data necessary to generate the AutoGrade® Condition Score, (i) Manheim will deliver the AutoGrade® Condition Score and the Unique ID to Designated Processor, and (ii) Designated Processor will then deliver the AutoGrade® Condition Score for such AutoGrade® Request to Licensee (or as directed by Licensee in accordance with these Additional Terms).
- (b) In the event that the arrangement between Manheim and Designated Processor is terminated or expires for any reason such that Designated Processor is no longer required to process the AutoGrade® Input Data as set forth herein, Manheim shall use commercially reasonable efforts to procure a replacement Designated Processor to process the AutoGrade® Input Data. If Manheim is unable to procure a replacement Designated Processor, Manheim may elect, by written notice

to Licensee, to either: (a) terminate the applicable Order Form; or (b) process the AutoGrade® Input Data directly, in which case Manheim’s notice shall include the effective date on which the applicable Order Form shall be automatically amended to reflect Manheim standard terms for direct AutoGrade® processing; provided that Licensee, as its sole and exclusive remedy related to the replacement or removal of Designated Processor, shall have the right to terminate the applicable Order Form by prior written notice to Manheim within 30 days of receipt of such amendment notice from Manheim.

- (c) Licensee acknowledges and agrees that in order to accurately generate the AutoGrade® Condition Scores, Licensee must comply with the AutoGrade® Inspection Specifications and that Licensee’s failure to comply with such specifications shall be deemed a breach of these Additional Terms. Licensee further acknowledges and agrees that the AutoGrade® Condition Score is generated from the AutoGrade® Input Data provided by or on behalf of Licensee and is based on the condition of the Eligible Vehicle at the time of inspection. Any errors in the AutoGrade® Input Data or changes in condition of the Eligible Vehicle following the inspection may adversely affect the accuracy of the AutoGrade® Condition Score.
- (d) Manheim may, from time to time, in its sole discretion, develop and provide updates or modifications to the proprietary AutoGrade® algorithm, the AutoGrade® Condition Score formatting and presentation or any other part of the AutoGrade® Condition Score offering under this license, which may include upgrades, improvements and/or new features (collectively, including related documentation, "Updates"). Updates may also modify or delete in their entirety certain features and functionality. Licensee acknowledges and agrees that Manheim has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality. Manheim further reserves the right to separately offer products similar in nature to AutoGrade® Condition Scores which may contain additional or different features, solutions, data and/or services not included herein as part of Licensed Data.

3. Permitted Use.

- (a) An AutoGrade® Condition Score is non-assignable, non-transferable, and specific to the Eligible Vehicle for which such AutoGrade® Condition Score was generated and issued.
- (b) An AutoGrade® Condition Score shall be effective and valid from the date such AutoGrade® Condition Score is first issued or provided by Manheim pursuant to the applicable AutoGrade® Vehicle Inspection, until the earlier of (a) sixty (60) days from the date of such AutoGrade® Vehicle Inspection, (b) title to the Eligible Vehicle passing to a Person other than the holder of the title on the date of such AutoGrade® Vehicle Inspection, (c) a material change in the condition of the Eligible Vehicle (compared to its condition at such AutoGrade® Vehicle Inspection), or (d) the addition of three hundred (300) miles (or, if applicable, the equivalent distance in kilometers) to the odometer reading since such AutoGrade® Vehicle Inspection (the “*Effective Period*”). In no event shall Licensee use or display (or permit to be used or displayed) any AutoGrade® Condition Score after the Effective Period for such AutoGrade® Condition Score has expired or ended. In the event that Licensee desires to obtain a new AutoGrade® Condition Score for any Eligible Vehicle for which a previously issued AutoGrade® Condition Score has expired, Licensee may do so in accordance with Section 2 hereof.
- (c) Where Permitted Use includes display, each AutoGrade® Condition Score shall include and be displayed with Manheim’s branding and attribution as described on Exhibit A attached hereto, and incorporated herein by reference, as the same may be modified by Manheim from time to time in its sole discretion (the “Manheim AutoGrade® Branding”). Except as expressly permitted by this Section 3(c), Licensee will obtain Manheim’s written approval prior to using any Manheim Marks. Licensee will display the appropriate proprietary rights notice, including use of

the encircled “R” symbol (“®”) and/or the letters “TM” or “SM,” as appropriate, in conjunction with any permitted display of the Manheim Marks. Should Manheim find objectionable any use of the Manheim Marks by Licensee, Manheim will have the right to revoke, with respect to the objectionable use, any rights granted to Licensee under these Additional Terms to use such Manheim Marks, and Licensee shall immediately cease using the applicable Manheim Marks in the manner found objectionable by Manheim. Licensee shall neither act nor fail to act, nor use the Manheim Marks in any manner inconsistent with Manheim’s ownership of such Manheim Marks. Licensee’s use of the Manheim Marks shall inure to the benefit and be on behalf of Manheim.

4. Inspectors. The following additional provisions will apply to Permitted Use by a Licensee that is licensed as an Inspector:
 - (a) Permitted Use includes provision of AutoGrade® Condition Score to the applicable Approved Auction in connection with wholesale transactions and, subject to the following sentence, disclosure of AutoGrade® Condition Score to the consignor remarketing the applicable Eligible Vehicle solely for internal use of such consignor. Any disclosure to Licensee’s consignors is permitted only under a written contract between Licensee and each respective consignor receiving an AutoGrade® Condition Score, mandating an internal-only use of the AutoGrade® Condition Score by consignor and enforceable by Licensee, and subject to Licensee’s ongoing enforcement of each such contract. Nothing herein shall be deemed to limit Manheim’s right to revoke any “Approved Auction” designation or any similar approval or authorization that may have been given to any such entity at any time, in Manheim’s sole discretion.
 - (b) Delivery of an AutoGrade® Condition Score requested by Licensee directly to an Approved Auction of Licensee shall constitute delivery to Licensee for the purposes hereof.
 - (c) In addition to any indemnification obligations in Section 9.1 of the Master Data License, Licensee shall indemnify and defend CAI, Designated Processor and their respective 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 (i) any access to, or use of, AutoGrade® Input Data submitted to Designated Processor; and (ii) any breach or alleged breach of Licensee’s representations, warranties or obligations under these Additional Terms arising from an action or omission of any Auction or consignor doing business with Licensee.

5. Auctions. The following additional provisions will apply to Permitted Use by a Licensee that is licensed as an Auction:
 - (a) Licensee may cause the AutoGrade® Vehicle Inspection to be conducted by (and may receive Licensed Data directly from) an Approved Inspector. Nothing herein shall be deemed to limit Manheim’s right to revoke any “Approved Inspector” designation or any similar approval or authorization that may have been given to any such entity at any time, in Manheim’s sole discretion.
 - (b) Licensee shall not permit access to AutoGrade® or Licensed Data by any Third party (including any Provider) other than by an Approved Provider acting solely for the benefit of Licensee and in no manner exceeding Licensee’s stated Permitted Use.
 - (c) In addition to any indemnification obligations in Section 9.1 of the Master Data License, Licensee shall indemnify and defend CAI, Designated Processor and their respective 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 (i) any access to, or use of, AutoGrade® Input Data submitted to Designated Processor; and (ii) any breach or alleged breach of Licensee's representations, warranties or obligations under these Additional Terms arising from an action or omission of any Inspector, Provider or consignor doing business with Licensee.

6. Providers. Licensee that is licensed as a Provider may use Licensed Data solely for the purpose of providing software services to one or more Approved Auctions, in each case, solely in accordance with the Permitted Use of such Approved Auction. Without limiting the generality of the foregoing, Licensee shall not access or use any AutoGrade® Condition Score for its own benefit or for the benefit of any Third Party (other than for the Approved Auction transacting the applicable Eligible Vehicle). Nothing herein shall be deemed to limit Manheim's right to revoke any "Approved Auction" designation or any similar approval or authorization that may have been given to any such entity at any time, in Manheim's sole discretion. Licensee acknowledges and agrees that provision of services involving Licensed Data to any entity following having been notified by Manheim that such entity ceased to be an Approved Auction constitutes a breach of these Additional Terms.
7. Restrictions and Limitations. In addition to the use restrictions set forth in Section 3 of the Master Data License, Licensee shall not:
 - (a) copy, alter, modify, translate, reverse engineer, decompile, disassemble, analyze, aggregate or create derivative works from the AutoGrade® Condition Scores;
 - (b) maintain a physical or electronic record of any AutoGrade® Condition Score beyond the applicable Effective Period, whether in a repository, database, or otherwise (except as part of a sold vehicle record maintained by Auction in its ordinary course of business);
 - (c) make available (or allow to be made available) any AutoGrade® Condition Scores in a consumer-facing website, application or other consumer-accessible source;
 - (d) use the systems of Designated Processor to collect, retrieve, store or transmit infringing, libelous or otherwise unlawful or tortious material, or to collect, upload, retrieve, store or transmit data in violation of third-party privacy rights or applicable privacy and data security laws, rules or regulations.
8. Data Rights.
 - (a) Licensee acknowledges and agrees that Manheim has the right to freely use and disclose the deidentified AutoGrade® Input Data received by Manheim.
 - (b) Non-public information related to the AutoGrade® Input Data and the AutoGrade® Condition Scores constitute Confidential Information of Manheim.
9. Representations and Warranties. In addition to the representations and warranties in the Master Data License, Licensee represents and warrants to Manheim that:
 - (a) Licensee's systems will be protected by at least operating system level authentication and access control managed and monitored by trained Licensee system administrators;
 - (b) Licensee's internal networks will be protected by secure firewalls, network routers and network addressing schemas (route lists) that thwart unauthorized access and are managed and monitored by trained Licensee network administrators;
 - (c) the AutoGrade® Condition Scores and AutoGrade® Input Data residing on Licensee's systems will be protected from access by secure data access rules managed and monitored by trained

Licensee data system administrators, and may be accessed only by Licensee approved applications;

- (d) Licensee's systems will not be vulnerable to unauthorized "scraping" activity by automated programs;
- (e) Licensee will be authorized to provide Manheim with the AutoGrade® Input Data; and
- (f) Licensee's use of the AutoGrade® Condition Scores and the AutoGrade® Input Data will comply with all applicable laws, rules, regulations and policies, and will not violate, infringe, or misappropriate the intellectual property or privacy rights of any third party.

Exhibit A

MANHEIM AUTOGRADE® BRANDING REQUIREMENTS

Each use of the AutoGrade® and “G” logo shall conform to the following Manheim AutoGrade® Branding Requirements. Auction shall not: change the coloring, adjust the aspect ratio, or otherwise alter the appearance of any AutoGrade® Mark.

1. Each AutoGrade® Condition Score displayed for an Eligible Vehicle shall include either the color or black/white AutoGrade trademark (the “**AutoGrade® Mark**”).
2. The minimum size must be observed and adhered to in order to ensure quality of the AutoGrade Mark is maintained.

Minimum Print Size

no less than .25” (one-quarter inch) height



Minimum Digital Size

no less than 20 pixels height



3. Each AutoGrade® Condition Score displayed **by an Inspector** must be endorsed with the AutoGrade brand and conform to the following requirements:
 - Must include a live, functioning link labeled “About AutoGrade®” (the “AutoGrade Details Link”) placed either directly adjacent to the AutoGrade® Condition Score (Example A) OR directly following the disclosure statement (Example B)
 - AutoGrade Details Link must link to such URL as Manheim may designate that contains the current AutoGrade Condition Score grading scale information. See AutoGrade Details Link.

Condition Report CR Date: 12-11-2019

CT Services


[PRINT LISTING](#)

2019 Toyota HIGHLANDER SUV

VEHICLE INFORMATION




CR Date:	12-11-2019
Seller:	[REDACTED]
Year:	2019
Make:	Toyota
Model:	HIGHLANDER
Style:	SUV
VIN:	[REDACTED]
Drive:	FWD
Body Type:	
Engine:	Engine: 3.5L V6 w/O-45
Transmission:	AUTOMATIC
Odometer:	25649
Exterior Color:	BLACK METALLIC
Interior Color:	BLACK CLOTH
Vehicle Type:	Rental
Grade:	5.0 

VEHICLE INFORMATION

CARPET MATS W/UPPED CARGO MAT (MC2000) CARPET MATS W/UPPED CARGO MAT (MC2000)

EXAMPLE A


Condition Report CR Date: 12-11-2019


CT Services


[PRINT LISTING](#)

2019 Toyota HIGHLANDER SUV


VEHICLE INFORMATION



CR Date:	12-11-2019
Seller:	[REDACTED]
Year:	2019
Make:	Toyota
Model:	HIGHLANDER
Style:	SUV
VIN:	[REDACTED]
Drive:	FWD
Body Type:	
Engine:	Engine: 3.5L V6 w/O-45
Transmission:	AUTOMATIC
Odometer:	25649
Exterior Color:	BLACK METALLIC
Interior Color:	BLACK CLOTH
Vehicle Type:	Rental
Grade:	5.0 

VEHICLE INFORMATION

CARPET MATS W/UPPED CARGO MAT (MC2000) CARPET MATS W/UPPED CARGO MAT (MC2000)



Wheel
Tread Depth: 6/32"
Size: 55"

Required inspector disclaimer goes here if needed, AUTOGRADE is a registered trademark of Cox Automotive, Inc. used with permission. [About AutoGrade](#)

EXAMPLE B

4. **SMALL SPACE APPLICATION** – “G” icon

- In placements where space is at a premium, use of the G Icon is permitted accompanied by the AutoGrade® Details Link placed directly adjacent to the AutoGrade Condition Score (Example A).
 – OR –
- If space is so limited that the AutoGrade Details Link cannot be comfortably displayed adjacent to the AutoGrade Condition Score, the AutoGrade Details Link may appear directly following the disclosure statement. In such cases, the full AutoGrade logo should appear elsewhere on the condition report, web page or print piece. For example, in the header or footer. (See Example B)

Use of the "AutoGrade “G” icon is allowed ONLY with prior approval from Cox Automotive



2018 NISSAN ALTIMA 2.5 S
 1N4AL3APXJC221216
 33,068mi · 2WD · 4 Cyl · Auto
 CR 4.5  [About AutoGrade](#)
 Pickup CO - Manheim Denver

Adj MMR **\$19,350**
 

Seller [PRESTIGE FINANCIAL SERVICES](#)

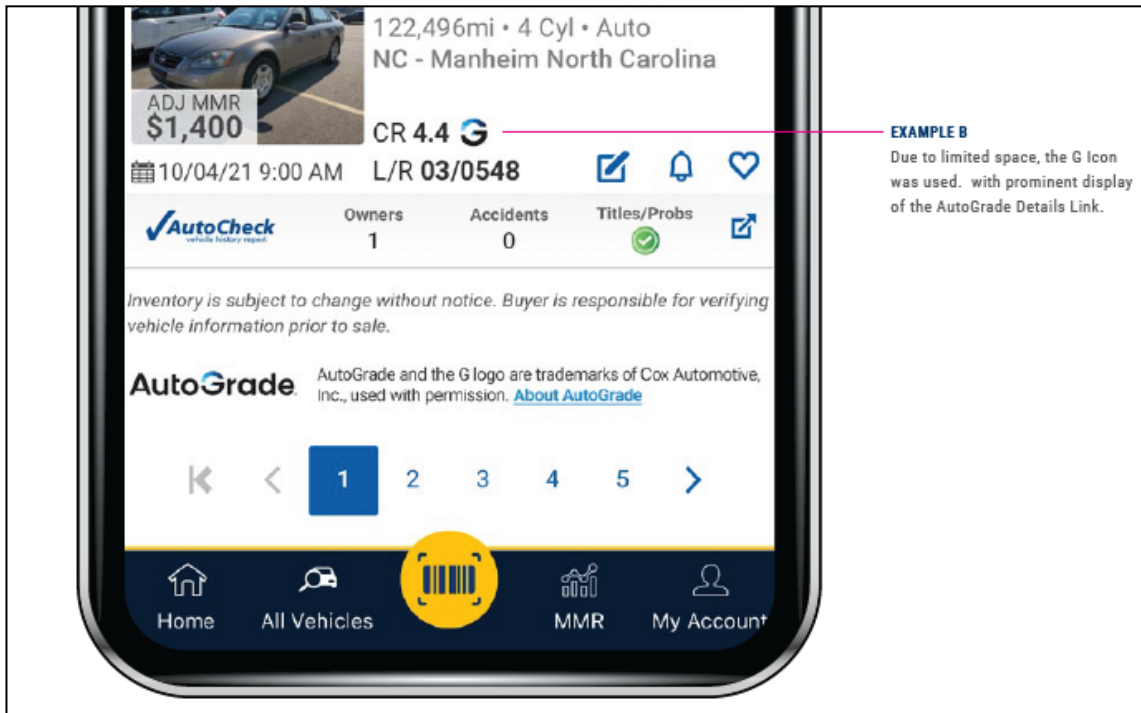
Blue Gray

 Score 89 Similar Vehicles 87 - 92 Owners 2 Accidents 0 Titles/Probs  Odo  Use/Event  Reported  CARFAX 

[ADD NOTE](#) [Workbook](#) [Hide](#) 

EXAMPLE A

Due to limited space, the G Icon was used with prominent display of the AutoGrade Details Link.



- Each AutoGrade® Condition Score displayed for an Eligible Vehicle may optionally include a Condition Descriptor. If a Condition Descriptor is used, the Grade Descriptor must exactly correspond with the Grade according to the table below.

CONDITION SCORE	CONDITON DESCRIPTOR
5.0	Extra Clean
4.0 – 4.9	Clean
3.0 – 3.9	Average
2.0 – 2.9	Below Average
1.0 – 1.9	Rough
0.0	Extra Rough

- Details & Disclosures.** Each AutoGrade® Condition Score displayed for an Eligible Vehicle shall include a live, functioning link labeled “About AutoGrade” (the “**AutoGrade® Details Link**”). The AutoGrade® Details Link shall be placed directly below the AutoGrade® Condition Score and shall link to such URL as Manheim may designate that contains the current AutoGrade® Condition Score grading scale information. The following disclosure also needs to be included whenever the AutoGrade® brand logo and/or “G” icon are used.

EXAMPLES:

PRINT

AUTOGRADE LOGO ONLY

AUTOGRADE is a registered trademark of Cox Automotive, Inc. used with permission. Learn more about AutoGrade at www.mymanheim.com/app/uploads/2022/04/All-About-AutoGrade_v2.0.pdf

AUTOGRADE G ICON ONLY

The G logo is a trademark of Cox Automotive, Inc., used with permission. Learn more about AutoGrade at www.mymanheim.com/app/uploads/2022/04/All-About-AutoGrade_v2.0.pdf

AUTOGRADE LOGO AND G ICON

AutoGrade and the G logo are trademarks of Cox Automotive, Inc., used with permission. Learn more about AutoGrade at www.mymanheim.com/app/uploads/2022/04/All-About-AutoGrade_v2.0.pdf

DIGITAL

AUTOGRADE LOGO ONLY

AUTOGRADE is a registered trademark of Cox Automotive, Inc. used with permission. [About AutoGrade](#)

AUTOGRADE G ICON ONLY

The G logo is a trademark of Cox Automotive, Inc., used with permission. [About AutoGrade](#)

AUTOGRADE LOGO AND G ICON

AutoGrade and the G logo are trademarks of Cox Automotive, Inc., used with permission. [About AutoGrade](#)

7. When referring to AutoGrade in copy, follow these specifications:

AutoGrade® Condition Scale

- Used only when referring to the range of grades from Extra Clean to Extra Rough and/or scores as a set to generally describe condition at a glance.
- Example: “The AutoGrade® Condition Scale takes into consideration existing and repaired damages captured in the condition report when determining the condition score.”

AutoGrade® Condition Score

- Used when referring to the actual condition score for a particular vehicle or the upper/lower limit of a unique, unnamed range of scores.
- Example: “Choose vehicles with an AutoGrade® Condition Score above 3.0 to limit additional reconditioning efforts.”

AutoGrade® Condition

- Used when referring to the general condition of a vehicle according to the AutoGrade® Condition Scale.
- Example: “Depending on your wholesale strategy, you might choose vehicles in a particular AutoGrade® Condition to increase your margins.”

CONDITION SCORE	CONDITON DESCRIPTOR
5.0	Extra Clean
4.0 – 4.9	Clean
3.0 – 3.9	Average
2.0 – 2.9	Below Average
1.0 – 1.9	Rough
0.0	Extra Rough

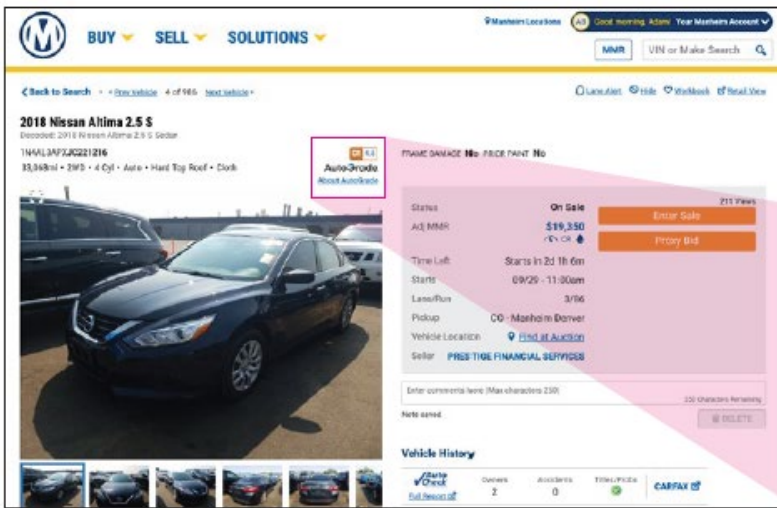
AutoGrade® Condition Scale

AutoGrade® Condition

AutoGrade® Condition Score

8. Summary of Requirements for AutoGrade Use:

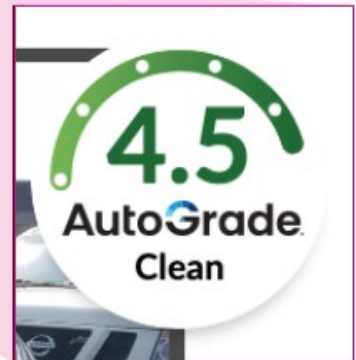
- AutoGrade® Condition Score displayed must be endorsed with the AutoGrade branding
- Must include AutoGrade logo, positioned directly above, below or to the right/left of the AutoGrade Condition Score (Example A)
- Must include a live, functioning link labeled “About AutoGrade®” (the “AutoGrade Details Link”) placed either directly adjacent to the AutoGrade Condition Score **OR** with the disclosure statement
- AutoGrade Details Link must link to such URL as Manheim may designate that contains the current AutoGrade Condition Score / Scale information.
- Each AutoGrade Condition Score displayed for an eligible vehicle may optionally include a Grade Descriptor which must exactly correspond with the AutoGrade Condition Scale.



EXAMPLE A
Full logo displayed with AutoGrade Details link.



EXAMPLE B
Full logo displayed with optional Grade Descriptor. Due to limited space, AutoGrade Details link should be included after disclosure statement. (not shown)



9. You can download the following logos [here](http://www.myanheim.com/autogradelogos/) [www.myanheim.com/autogradelogos/]. Use of the logos is subject to these Manheim AutoGrade® Branding requirements and the trademark license.

