

**MANHEIM CLIENT APIS  
INDUSTRY INTERNAL USE  
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/Master-Data-License-Agreement.pdf>), and apply with respect to the Licensed Data covered by this Additional Terms. Capitalized terms used, but not otherwise defined, herein shall have the meanings given to them in the Master Data License. For the purposes of these Additional Terms, Manheim Remarketing, Inc., an Affiliate of Cox Automotive, Inc., shall be considered “CAI” and any reference to “Manheim” shall be deemed a reference to CAI for the purposes of the Master Data License.

Product Description:

**Manheim Client Data APIs:** one or more APIs provided by Manheim to enable access for an Auction Services Subscriber to certain inventory-related or transaction-related data for vehicles listed, sold or purchased by such Auction Services Subscriber at an Auction.

Additional Terms and Conditions:

1. Definitions.

- (a) “**API**” means an application program interface.
- (b) “**Auction**” means a wholesale motor vehicle auction conducted by Manheim or its Affiliates.
- (c) “**Auction Services Subscriber**” means a party participating in Auction vehicle transactions pursuant to a consignment agreement (or similar contract) with Manheim.
- (d) “**Dealer Number**” means, as applicable, a unique number assigned in connection with its selling activity (or buying activity) at an Auction to an Auction Services Subscriber by or at the direction of Manheim.
- (e) “**Licensed Data**” means, for the purposes of these Additional Terms, the data accessible through Manheim Client Data APIs subject to these Additional Terms and the Order Form.

2. Delivery. The Licensed Data will be made available to Licensee via one or more APIs selected on the applicable Order Form, or (in each case) via such successor APIs or other methods as designated by Manheim from time to time in its sole discretion during the License Term.

3. Requirements. Licensee must remain an Auction Services Subscriber at all times throughout the License Term in order to receive Licensed Data.

4. Access Restrictions. Licensee authorized access to Manheim Client Data APIs shall at all times be limited to the following (and any access or attempted access inconsistent herewith shall be considered unauthorized and shall constitute a breach of the License hereunder):

- (a) To the APIs selected in the Manheim Client Data section of the applicable Order Form;
- (b) For any selected API, solely to the authorized URL(s) as specifically indicated in the link provided with such API in the Order Form; and

- (c) At any authorized URL, solely to the data for such vehicles or transactions that are associated therein with the applicable Dealer Number of Licensee.
5. Permitted Use. Unless otherwise provided in the applicable Order Form, the only Permitted Use of the Licensed Data described in Section 1 above will be the use of such Licensed Data by Licensee for its own internal business purposes (and for no other purpose).