

MANHEIM CLIENT DATA ADDITIONAL TERMS

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

Product Description: The Manheim Client Data (“**Manheim Client Data**”) includes the Cox Data Products made available to an Auction Services Subscriber, consisting of certain inventory-related or transaction-related data for vehicles listed, sold or purchased by such Auction Services Subscriber at an Auction. Manheim Remarketing, Inc. (“**Manheim**”), an Affiliate of Cox, may own certain rights or provide certain services relating to the Manheim Client Data.

Additional Terms and Conditions:

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) “**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) “**Cox Data Output**” means, for the purposes of these Additional Terms, one or more categories of Manheim Client Data as expressly selected on the applicable Order Form, in each case accessible through an API found at the URL (or its successor URL or other access means established by Cox for this purpose) indicated for the applicable selected category of Manheim Client Data, in each case as designated, updated or modified from time to time by Cox.
2. **Delivery.** The Cox Data Output will be made available to Customer via one or more API’s selected on the applicable Order Form, or (in each case) such other reasonable electronic transmittal method as Cox may designate to Customer from time to time, in its discretion, during the Subscription Term.
3. **Requirements.** Customer must remain an Auction Services Subscriber at all times throughout the Subscription Term in order to receive Cox Data Output.
4. **Permitted Use.** Unless otherwise expressly provided in the applicable Order Form, Permitted Use of the Manheim Client Data shall be limited to Customer’s own internal reference purposes specified on the Order Form.
5. **Restrictions.** Customer authorized access to Manheim Client Data 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 Subscription hereunder):
 - (a) To an API expressly selected in the Manheim Client Data section of the applicable Order Form;

- (b) For any selected API, solely to the authorized URL 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 Customer.