

**MANHEIM INVENTORY SEARCH WEB SERVICE (ISWS) API
USE WITHIN INDUSTRY SOFTWARE APPLICATION
ADDITIONAL TERMS**

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Product Descriptions: The Inventory Search Web Service (ISWS) API allows users to search for presale vehicle listings and obtain detailed information about these vehicles from various channels of inventory such as OVE, Auction Presales and Simulcast.

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) “**Licensed Data**” means, for the purposes of this Additional Terms, unless otherwise specified in a schedule attached hereto, the specific data elements comprising the “Licensed Data” (a) will be the inventory-related data as set forth at the following URL (or such successor URL as Manheim may establish from time to time in its discretion): <http://developer.manheim.com/#/apis/marketplace/isws>, and (b) may be modified by Manheim at any time in its discretion.
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3. Permitted Use. Unless otherwise provided for in any Order Form, Licensee’s Permitted Use is the integration and display of Licensed Data within its Licensee-branded web-based and/or mobile software application (the “Licensee Platform”), for purposes of providing Authorized Users with access to the Licensed Data, as further described below in this Section 3, and for no other purposes. Authorized Users’ Permitted Use is the use of the Licensed Data for its own internal business purposes in order to determine or ascertain the vehicle inventory available at Manheim’s U.S. auctions for Authorized User’s own internal reference and buying purposes (and for no other purpose).

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