

**MANHEIM SEARCHES API  
USE WITHIN INDUSTRY SOFTWARE APPLICATION  
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 these 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 Descriptions: The Searches API allows users to search for vehicle listings and obtain detailed information about these vehicles from various Manheim channels of inventory such as OVE, Simulcast, and Manheim Express.

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/searches> and (b) may be modified by Manheim at any time in its discretion.
- (d) “**Manheim Marks**” means any name, logo, trademark or service mark of Manheim, including but not limited to “Manheim”, “Manheim.com,” or any variations or misspellings thereof, and the Manheim logo.

2. Delivery. The Licensed Data will be made available to Licensee via an application program interface (API), or such other reasonable electronic transmittal channel as Manheim may designate to Licensee from time to time, in its discretion, during the License Term.

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).

4. Licensee Obligations.

- (a) Licensee acknowledges that Manheim may make changes to the Licensed Data from time to time, which may require Licensee to modify the Licensee Platform. Any modifications required to the Licensee Platform shall be the sole responsibility of Licensee.
- (b) Prior to any distribution, Licensee must obtain Manheim's approval, which may be withheld or conditioned in Manheim's sole discretion, for the use and display of the Licensed Data and Manheim Marks in the Licensee Platform and/or advertising and marketing materials.
- (c) Except as provided herein, Licensee, its Personnel or Authorized Users shall not post or otherwise make accessible any Licensed Data or Manheim Marks on any other platform or website, other than Licensee Platform which shall not be accessible to the general public.
- (d) Under the following circumstances, Licensee may not advertise or otherwise display similar inventory on any page where the Licensed Data is displayed: (a) in response to or in furtherance of an Authorized User request for information related to a Manheim auction or vehicle (e.g., Authorized User searching through Manheim's run list), or (b) in response to an Authorized User scan of a VIN that is included in the Licensed Data. In contrast, where an Authorized User seeks information on vehicle availability through other requests, such as a request for a make and model without regard to source, Manheim's inventory may appear in search or recommended results with like vehicles from other parties (including from Licensee or affiliates), as long as Licensee does not give any other party's data, including its own data or data of its Affiliates, preferential treatment over Licensed Data or over Manheim (e.g., frequency, priority, appearance, special display). For the avoidance of doubt, this shall not prohibit Licensee from testing and, as part of such testing, displaying data in new ways in phases. Final go to market may be determined mutually by the two parties in an applicable SOW.
- (e) Licensee must display the most recent inventory data from the Searches API and must refresh the data at minimum every 10 (ten) minutes.