

MANHEIM SEARCHES 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: Manheim Searches (“**Manheim Searches**”) is a Cox Data Product, consisting of certain inventory-related data for vehicles listed in an Auction. Manheim Remarketing, Inc. (“**Manheim**”), an Affiliate of Cox, may own certain rights or provide certain services relating to Manheim Searches.

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) “**Cox Data Output**” means, for the purposes of these Additional Terms, such inventory-related data as is licensed by Cox to Customer pursuant to the applicable Order Form, and which may be found at: <https://developer.manheim.com/#/apis/marketplace/searches> (or its successor URL or other access means established by Cox for this purpose) as designated, updated or modified from time to time by Cox.
 - (d) “**Customer Platform**” means any website, application or other product of Customer intending to make use of Cox Data Output or any derivative thereof.
2. **Delivery.** The Cox Data Output will be made available to Customer via an API or such other reasonable electronic transmittal method as Cox may designate to Customer from time to time, in its discretion, during the Subscription Term.
3. **Conditions Applicable to All Permitted Uses.**
 - (a) Under no circumstances shall Cox Data Output be made available in a consumer-facing website, application or other consumer-accessible source, or any other source except the Customer Platform authorized under the applicable Permitted Use.
 - (b) Customer shall properly submit a query for the Cox Data Output on at least daily basis, and shall assure that the latest Cox Data Output wholly replaces the Cox Data Output previously received. Without limiting the generality of the foregoing, a license to any individual vehicle data accessed through API shall expire 24 hours following the API call pursuant to which such data was received. Under no circumstances shall Customer use or store any Cox Data Output for which the license has expired, or at any time concurrently retain, compare or commingle Cox Data Output with any prior Cox Data Output.

- (c) Prior to any distribution, Customer must obtain Cox's approval, which may be withheld or conditioned in Cox's sole discretion, for the use and display of the Cox Data Output and Manheim Marks in the Customer Platform and/or advertising and marketing materials.
- (d) analyze, summarize, compile or aggregate the Cox Data Output;
- (e) Customer is responsible for any and all activities that occur in connection with the Customer Platform.

4. Types of Permitted Use.

- (a) Unless "Use Within Industry Software Application" is selected on the Order Form, Customer's Permitted Use of Cox Data Output shall be limited to Customer's own vehicle purchasing purposes.
- (b) Where "Use Within Industry Software Application" is selected on the Order Form, Permitted Use may allow integration and display on the Customer Platform indicated on such Order Form, subject to the following additional conditions:
 - i. Manheim-Specific Queries. Customer may not advertise or otherwise display non-Manheim inventory on any page where the Cox Data Output is displayed: (a) in response to or in furtherance of an Authorized Licensee request for information related to an Auction or a vehicle listed at an Auction, or (b) in response to an Authorized Licensee scan of a VIN that is included in the Cox Data Output.
 - ii. General Queries. Where an Authorized Licensee seeks information on vehicle availability without regard to vehicle being listed at an Auction, Manheim inventory and non-Manheim may both appear in search results or recommended results with like vehicles from other parties, provided that non-Manheim inventory does not receive frequency, priority, appearance or other display preferences over Manheim inventory (except for testing purposes on a temporary, limited-scale basis). Any material updates to the display of such search results or recommended results shall be subject to a prior mutual agreement of Cox and Customer.