

**MANHEIM SELLER API
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 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 Seller API is a collection of Cox Automotive Products that Licensee can use to manage the Licensee’s inventories and facilitate sales at Manheim’s U.S. auctions.

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**” will be comprised of certain inventory data from the Auctions solely for Licensee’s inventory directly related to the Dealer Number for Licensee. The specific data elements comprising the “Licensed Data” (i) will be the inventory-related data as set forth at the following URLs (or such successor URLs as Manheim may establish from time to time in its discretion):

<http://developer.manheim.com/#/apis/inventory/consignments>

<http://developer.manheim.com/#/apis/marketplace/offerings>

<http://developer.manheim.com/#/apis/inventory/orders>

<http://developer.manheim.com/#/apis/inventory/transportations>

<http://developer.manheim.com/#/apis/inventory/units>

and (ii) may be modified by Manheim at any time in its discretion.

- 2. Delivery. The Licensed Data will be made available to Licensee via an 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, 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).
- 4. Consignment Agreement. For avoidance of doubt, the Master Data License and these Additional Terms shall apply only to the Licensed Data and the Permitted Use thereof. All aspects of the underlying vehicle transactions shall be governed by the Consignment Agreement then in effect between Licensee and Manheim.