



## XTIME PRODUCTS

### ADDITIONAL TERMS AND CONDITIONS

Product Descriptions: Xtime Products include the following Cox Products:

- **Invite:** Enables Customers to visualize and target unsold shop capacity with service promotions.
- **Schedule:** Enables Customers to capture and drive service business via multichannel scheduling options, consistent menu recommendations and pricing, shop management and scheduling controls, and, for Customers participating in Vehicle Manufacturer Programs, integration with certain Vehicle Manufacturer data feeds (e.g., recall and warranty data).
- **Engage:** Enables Customers' service lane Personnel (who are Authorized Users) to utilize supported mobile devices to power vehicle owner service appointment check-in and checkout, which includes tablet access to service menus, service history, and the ability to provide service estimates. Other features and functionality available to certain Engage Customers may include: two-way text messaging, status boards, in-lane and online payment tools, inspections, recalls, warranty service and tire selection options.
- **Inspect:** Enables Customers to provide digital multipoint inspections, which is designed to increase shop efficiency and foster positive customer satisfaction.

Additional Terms and Conditions:

1. Definitions.

- (a) **"Crossgrade"** means an election by Customer to transition its Subscription(s) to Xtime Products offered pursuant to an OEM Program.
- (b) **"OEM Program"** means a program offered to certain Customers under an agreement between an OEM and Xtime, whereby Customers are offered the opportunity to purchase Xtime Product Subscriptions at OEM-negotiated and -specified prices, with access to certain OEM Data (e.g., recall, warranty) and enhanced capabilities (e.g., telematics scheduling, OEM owner portal scheduling, OEM look and feel customizations) provided in exchange for Customers' authorization for Xtime to share certain Customer Data with the applicable OEM.

2. Crossgrades. Customer may elect to Crossgrade to Xtime Products that are offered under an OEM Program by providing Email Notice to Xtime. Any Crossgrades will be effective on the later of: (a) the last day of the calendar month following the calendar month in which election notice was provided to Xtime; or (b) the date on which Customer goes live on the applicable Xtime Products offered via such OEM Program.

3. Professional Services. Xtime may provide consulting and other professional services (e.g., implementation, project management and/or training) to Customer in connection with any of the Xtime Products. Any such consulting or other professional services requested by Customer will be further described and set forth in an Order Form (and/or a statement of work executed by the Parties).
4. Text Message Overage Fees. Xtime Products that include Xtime's Two-Way Text feature ("**TwoWay Text**") include an allowance of up to one thousand (1000) messages per month ("**Monthly Text Usage Allowance**"). If Dealership's use of Two-Way Text exceeds the Monthly Text Usage Allowance in any calendar month, Xtime may automatically enroll Dealership in the next highest Monthly Overage Tier, where a "**Monthly Overage Tier**" means a tier of one thousand additional text messages beyond: (i) the Monthly Text Usage Allowance, or (ii) the next lowest Monthly Overage Tier, as applicable. Xtime may automatically charge Dealership a corresponding overage fee of thirty dollars (\$30) per each additional Monthly Overage Tier in which the Dealership is enrolled. All applicable overage fees will be applied for the particular calendar month in which the Dealership is enrolled in such Monthly Overage Tier, and will be invoiced to Dealership in accordance with the Master Subscription Terms.
5. Rideshare. The following terms apply to Subscriptions that include rideshare products:
  - (a) Customer must have an active Subscription to a Schedule product;
  - (b) Customer acknowledges that rides are fulfilled by a Third Party provider Lyft, Inc. ("Lyft"), and agrees to be bound by the Lyft Business Terms of Service, found at: [www.xtime.com/legal/Lyft\\_business\\_terms\\_of\\_service](http://www.xtime.com/legal/Lyft_business_terms_of_service);
  - (c) Upon submitting a ride request, Customer will be provided a quoted fare, based on time, distance, time of day and other variables, as determined by Lyft. Quoted fares are an estimate of the final variable fare to be charged by Lyft for a ride; provided that such final variable fare shall depend upon the duration and distance of the ride, along with other applicable fees, tolls, surcharges, Prime Time and taxes. Additional information on such charges may be found at Lyft "cities" page for the applicable market, currently located at: [www.lyft.com/rider/cities](http://www.lyft.com/rider/cities). Neither Lyft nor Cox guarantee that the quoted fare will be equal to the variable rate for the same ride.
  - (d) Customer will be invoiced monthly in arrears for all ride requests submitted during the previous month.