

**XTIME SERVICE PICK UP AND DELIVERY
& XTIME LOANER VEHICLE APPOINTMENT SYNC
ADDITIONAL TERMS AND CONDITIONS**

These Xtime Service Pick Up and Delivery & Appointment Sync Additional Terms and Conditions supplement the Cox Automotive Master Subscription Terms (the “**Master Subscription Terms**”), which are located at: <https://www.coxautoinc.com/wp-content/uploads/sites/3/Cox-Master-Subscription-Terms.pdf>.

Product Description:

1. The Service Pick Up and Delivery Program (“**SPUD**”) is a Cox Product which enables Customer to offer vehicles and related services to clients and to manage the vehicle inventory efficiently via the Clutch platform. SPUD is comprised of the following functionality:

Vehicle Assignment Assigns vehicles for service loans through intelligent scheduling algorithms. Allows for manual assignments and recalibrates other assignments in real time.

Delivery Tasks Dispatch workforce with step-by-step pickup and delivery tasks powered by Cox’s concierge app, SideFlip. Powers workflows with and without a loaner vehicle.

Document Capture, TSD Integration Securely capture key client documents remotely like insurance, driver’s license, and *payment information. For Customers with a subscription to TSD Cirro, document metadata will be passed through to TSD, which reduces agreement time-to-open. *Note that payment information capture is only relevant if Customer is also a subscriber to Clutch Payments; this field is configurable to not appear if Clutch Payments is not activated.

2. Xtime Loaner Vehicle Appointment Sync (“**Appointment Sync**”) is a software application which enables Customer to perform the following tasks:

Sync Xtime/TSD Appointments Reduce dual entry and agreement time-to-open by passing appointments from Xtime Schedule to TSD Cirro when they’re created, updated, or canceled. Passed information will include the driver’s name, contact information, appointment date/time, expected end date/time based on the services selected, and any document metadata captured through Securelink.

Document Capture TSD Integration Securely capture key client documents remotely like insurance, driver’s license, and *payment information. Document metadata will be passed through to TSD, which reduces agreement time-to-open. *Note that payment information capture is only relevant if using Clutch Payments; this field is configurable to not appear if Clutch Payments is not activated.

Additional Terms and Conditions:

1. **Definitions.** Capitalized terms used herein without definition shall have the meanings assigned thereto in the Master Subscription Terms.
 - (a) “**Clutch Payments**” is the payment processing gateway provided via the Clutch platform.
 - (b) “**Customer Client**” means a client of Customer.
 - (c) “**Inventory**” means the vehicles of Customer that are available for use by the Customer Clients in conjunction with their use of SPUD.
 - (d) “**Pass Through Charges**” means any costs incurred from third parties as a result of the Customer Client’s use of a vehicle, such as the cost to replace fuel used, toll fees and fines

for parking and traffic offenses.

- (e) “**Securelink**” refers to a web-based capability in which a consumer may enter credit card information that is tokenized and stored for charging customers at a later time.
2. In order to use Appointment Sync, Customer must have subscriptions to both Xtime Schedule and TSD Cirro.
3. Cox Obligations. Cox agrees:
- (a) To provide support to Customer Clients on the Cox Products;
 - (b) To train Customer Personnel on SPUD and Appointment Sync as necessary to facilitate delivery of Customer’s offerings which require SPUD and/or Appointment Sync and/or to provide support to its Customer Clients; and
 - (c) To assist Customer as necessary in the development of go-to-market plans supporting the successful launch of SPUD and/or Appointment Sync.
4. Customer Obligations. Customer agrees:
- (a) To source, own, manage and maintain a shared vehicle fleet for purposes of delivering the SPUD services to Customer Clients;
 - (b) To promote and market SPUD and/or Appointment Sync as mutually agreed upon by both Cox and Customer;
 - (c) To develop marketing materials and creating assets (e.g., image files) for use in SPUD and/or Appointment Sync;
 - (d) To ensure that the Product(s) are supported by sufficient Customer Personnel who are able to deliver the products and services to Customer Clients;
 - (e) To reimburse Cox for the cost of replacing any vehicle data capture device that is lost or damaged and the cost of shipping the replacement device to Customer.
5. Representations and Warranties. Customer represents and warrants to Cox that:
- (a) Customer has (and shall at all times retain) all the necessary rights in the Inventory to authorize its use by Customer Clients for the purposes contemplated hereunder;
 - (b) Customer has (and shall at all times keep current) all the necessary regulatory permissions and licenses for providing the services contemplated hereunder and under the subscriber agreement and shall comply with all applicable Laws in connection therewith;
 - (c) The Inventory is insured and shall remain insured with reputable carriers in amounts that are consistent with industry standards and best practices; and
 - (d) Each vehicle in the Inventory is and shall remain in good working order.

6. Disclaimers. Customer is solely responsible for, and Cox shall have no liability for:
- (a) Any loss of, or damage to, any goods in or on any of Customer's Inventory or in or on any vehicle;
 - (b) Any loss, damage, injury or death in relation to a Customer Client or any Third Party arising from the use of Customer's Inventory;
 - (c) Any loss or damage incurred by a Customer Client, any primary or secondary driver, or any passenger as a result of any claims made by a Third Party;
 - (d) Any loss or damage incurred by Customer Client, any primary or secondary driver, any passenger or any other third party arising from or in relation to either (i) the non-availability, supply, operation or use of Customer's Inventory or (ii) any accessories in or to Customer's Inventory, whether supplied by Customer or Customer Client (e.g., luggage racks, bicycle racks, baby seats).
7. Indemnification. In addition to Customer's indemnifications set forth in Section 9.2 of the Master Subscription Terms, Customer will indemnify and defend Cox and its Affiliates against any damages, losses, costs and expenses (including reasonable attorneys' fees, court costs, settlement costs and awarded amounts) incurred in connection with any Third Party claim to the extent that such claim arises from (a) any claim related to the Customer's Inventory including, but not limited to, relating to availability, damage, loss or defect thereof and (b) any claim related to a dispute between Customer and its Customer Clients.