

**vAUTO ADDITIONAL TERMS AND CONDITIONS:
PROVISION, CONQUEST, STOCKWAVE, AND UPSIDE**

These vAuto 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 Descriptions: The vAuto products (“**vAuto Products**”) include the following Cox Products:

- **Provision:** Service that enables Customers to appraise for purchase, and price for sale, used car inventory using real-time data showing vehicle demand in the applicable market.
- **Conquest:** Service that enables Customers to manage new car inventory and pricing using real-time market data. Conquest is designed to enable Customers to stock and list specific vehicles and equipment for the applicable market, optimize new vehicle mix, and price new vehicles for target velocity and profit.
- **Stockwave:** Service designed to improve Customers’ ability to buy motor vehicles at auction in a simple combined screen view that is designed to enable Customers to evaluate more vehicles in less time and participate in more auctions; with stocking level recommendations based on Customers’ sales velocity and target days’ supply and search results that are personalized based on Customers’ buying preferences.
- **Upside:** Service designed to provide subscribing Customers with a premium wholesale offer for Customer Vehicles owned by Customer and appraised using an Upside approved method. Following inspection and imaging of the vehicle by Upside or its designee, the Customer Vehicle will be offered to buyers in the Upside Direct Marketplace at upsidedirect.com and/or any other Manheim Marketplace Upside may decide, with Customer receiving the amount offered to Customer by Upside at the time of submission (the “Upside Minimum”) plus the disclosed percentage of any net sales proceeds above the Upside Minimum .

Additional Terms and Conditions:

1. Definitions.

- (a) **“Product Data”** means any data provided with the vAuto Products, including, but not limited to, the auction data, vehicle availability, values and pricing, reports and/or vehicle specifications.
- (b) **“Valuation”** means a single price or value (or a range of prices or values) for a specific vehicle identified by a VIN (e.g., MSRP, dealer invoice, fair purchase price for a new vehicle, trade-in, lending, auction, certified pre-owned, and/or suggested

retail price for a used vehicle) provided by a valuation data source (e.g., Kelley Blue Book, NADA Guides, Black Book, Galves, etc.).

2. Access Conditions. The following are conditions of Customer's access to certain Cox Products or third-party products and information:

- (a) Vehicle History Reports. In order to access vehicle history reports via vAuto Products, Customer must have an active subscription to Carfax or Experian's Autocheck.
- (b) Auction Integration. In order to access Auction Integration via Stockwave, Customer must have an Auction Access number and an active subscription and/or login credentials to Manheim, ADESA, SmartAuction or other auction for which access is sought. For avoidance of doubt, only one Auction Access Number may be assigned per rooftop subscription to Stockwave, and each Stockwave subscription supports up to 5 "eligible users" at no incremental cost.

For purposes of this section, "eligible user" means: (i) a user who is directly employed by the subscribing Customer, (ii) a user holding an active role for the subscribing Customer, such as a buyer, used car manager, general manager, or owner; or (iii) a user who has an authorized buyer ID on behalf of subscribing Customer at a particular auction and is sourcing and buying vehicles for the Customer's physical location.

For participation in Upside, Customer must be in good standing with Manheim, have access to Manheim.com and Manheim Express, have a power of attorney on file with Manheim, and hereby acknowledges and agrees that the Manheim Marketplace Policies, including, but not limited to, the Manheim Terms and Conditions, shall apply to all Upside transactions, with Customer responsible as the legal seller and transferor of the vehicle.

- (c) Valuations. In order to access Valuations via vAuto Products, Customer must have an active subscription to the applicable Valuations product with the applicable valuation data source provider. Some Valuations products may require additional fees for access via mobile devices.
- (d) Stockwave and Provision Bundle Exclusions. Where the Provision product has been purchased as part of a Stockwave and Provision bundled subscription, such subscription excludes access to the Sourcing, Shopping List and Recommendations tabs and functionality. These features are only available when Provision is purchased as a separate product and not part of the combined Stockwave and Provision bundle.

3. Authorized Uses and Use Restrictions.

- (a) vAuto Products and Product Data. Customer may use the vAuto Products and Product Data only from the interface that is provided by vAuto, and only for the following purposes (as applicable to the relevant vAuto Product):
- (i) Receiving information regarding vehicles, products and/or services selected in an Upside Subscription or being sold through the auctions participating in the Stockwave platform;
 - (ii) Participating in such auctions; and
 - (iii) Evaluating and transacting purchases through such auctions.

Except as expressly set forth above, no other license or right is hereby granted or shall be deemed granted to Customer with respect to the Product Data.

(b) Valuations.

- (i) Customer may use the Valuations only from the interface that is provided by vAuto, and solely for Customer's internal business purposes to access the Valuation tools in Stockwave to view a Valuation for a vehicle.
- (ii) Customer shall not post or otherwise make available the Valuations on any marketing materials or on any websites owned, created, utilized or operated, directly or indirectly, by, on behalf of, or for the benefit of Customer.

4. Price Advisor Report. The Price Advisor Report is provided subject to the [Price Advisor Additional Terms and Conditions](#).

5. Upside. Customers with a monthly Upside Subscription may select Upside for a premium wholesale offer on any Customer Vehicle properly inspected and appraised (a) by Customer under a valid Kelley Blue Book Instant Cash Offer (if selected by Customer and available in the monthly Upside Subscription purchased by Customer), or (b) by Manheim or other Upside designee(s). After selection of Upside, Customer must make the Customer Vehicle available for any inspection or condition report Upside elects to do. Customer authorizes Upside to remarket the Customer Vehicle to potential wholesale buyers in its specialty Upside Direct Marketplace or otherwise as Upside chooses. Upside may list the vehicle in Upside's name, Customer's name, or any Purchase Designee's name, as Upside deems best to maximize value. Upon completion of the Upside sale, Customer agrees to provide a marketable title, free of all liens and encumbrances, to Upside for transfer of ownership to the Upside Direct Marketplace buyer or other Purchase Designee.

Subject to compliance with these terms, Upside will remit to Customer at least the Upside Minimum for the vehicle at issue. If the Upside sale nets a higher value, Customer will be paid the disclosed percentage of the overage, with Upside retaining the difference. Transactions in the Upside Direct Marketplace may be facilitated by Manheim or other Upside designee(s) subject to the ordinary fees, terms, and arbitration processes of those facilitators, with Customer responsible as the legal seller and transferor of the vehicle. Vehicles that do not exceed the Upside-selected floor price in the Upside Direct Marketplace may be sold or assigned to a Purchase Designee for further downstream remarketing, to which Customer consents.

Subscription Fees, offer premiums, and overage shares may vary by Customer and by vehicle and may be modified going forward upon advance notice to Customer by email, online, or in any new Sales Order Form.

Except as expressly modified herein, if Customer selects to have the Customer Vehicle inspected and appraised under a valid Kelley Blue Book Instant Cash Offer (if available in the monthly Upside Subscription purchased by Customer), Customer obligations under the [Kelley Blue Book Instant Cash Offer Program Additional Terms and Conditions](#), including with respect to Vehicle Liens, Indemnification, and Records and Inspection, will continue to apply to any Customer Vehicles submitted to Upside.

6. Suspension or Termination. vAuto or its Affiliates may suspend or terminate Customer's Subscription to the vAuto Products at any time if vAuto or its Affiliates reasonably determines that Customer is using the vAuto Products or any elements of the vAuto Products in breach of the Order Form (including the Master Subscription Terms, and these Additional Product Terms as well as any other Attachments) or otherwise in an unsuitable manner.