

KELLEY BLUE BOOK PRICING SERVICE
SUBLICENSE TO DEALER WEBSITES
ADDITIONAL TERMS AND CONDITIONS

Product Descriptions: The Kelley Blue Book Pricing Service (the “*Service*”) is a Cox Product that Customer can use to call and access certain Kelley Blue Book vehicle pricing and specifications information.

Additional Terms and Conditions:

1. Definitions.

- (a) “*Customer Program*” means the framed-in website tool described on the applicable Order Form that is owned, managed, or controlled by Customer for display on the Dealer Websites.
- (b) “*Dealer Website(s)*” means any vehicle dealer website and/or application that uses the Customer Program. Each dealer location with a separate address shall be considered a separate and distinct User.
- (c) “*Display Requirements*” means the KBB Data and Kelley Marks display requirements, which can be found at the following link <https://www.coxautoinc.com/wp-content/uploads/2019/08/Kelley-Blue-Book-Pricing-Service-Display-Requirements.pdf> as may be amended by Kelley Blue Book from time to time upon written notice to Customer.
- (d) “*KBB Data*” means the new and used vehicle pricing, specifications, Valuations and/or other information delivered from time to time by Kelley Blue Book or its Affiliates via the Service, as set forth in the applicable Order Form.
- (e) “*Kelley Competitor*” means Trader Canada, Accu-Trade, Canadian Black Book, or any other third party that provides editorialized vehicle pricing data.
- (f) “*Kelley Marks*” means any name, logo, trademark or service mark of Kelley Blue Book, including but not limited to “Kelley Blue Book,” “Blue Book,” “KBB.com,” any variations or misspellings thereof, and the Kelley Blue Book logo.
- (g) “*Valuation*” means a single price or value, or a range of prices or values from the KBB Data for a specific vehicle identified by a VIN or configuration (i.e., year, make, model, trim, optional equipment, and mileage) for a specific geographic zone (i.e., zip code) for a specific date.
- (h) “*Visitor*” means any visitor to the Customer Website who obtains a Valuation or KBB Data.

2. The Service and KBB Data.

- (a) Authorized Use. Customer may use the Service only to (i) display the Valuations indicated on the applicable Order Form within the Customer Program on Dealer Websites, and (ii) use and display Kelley Marks, as provided by Kelley Blue Book, in connection with the Customer Program, in accordance with the Display Requirements, which use shall be subject to Kelley Blue Book’s prior approval, which may be withheld or conditioned in Kelley Blue Book’s sole discretion.
- (b) Restrictions. Customer may not provide any Third Party with direct access to the Service. Customer will be responsible and liable for all actions on the Dealer Website in connection with the use of any KBB Data. In no event shall Customer or Dealer Website publish on Dealer Website either the Kelley Blue Book Auction Value or the Kelley Blue Book Lending Value.
- (c) Delivery. The KBB Data will be provided or made available to Customer in such format and manner, and with such frequency, as set forth in the applicable Order Form.

3. Customer Obligations.

- (a) Customer acknowledges that Kelley Blue Book may make changes to the Service from time to time, which may require Customer to modify the Customer Program. Any modifications required to the Customer Program shall be the sole responsibility of Customer.

- (b) Prior to its distribution, Customer must obtain Kelley Blue Book's approval, which may be withheld or conditioned in Kelley Blue Book's sole discretion, for the use and display of the KBB Data and Kelley Marks in the Customer Program and/or advertising and marketing materials. Neither Customer nor Dealer Website shall use the Kelley Marks in a manner other than as specifically set forth in Section 2(a) herein. Restricted uses of the Kelley Marks include, but are not limited to, use in any advertising creative, any search engine marketing campaign (e.g., Google AdWords) or site optimization activities (e.g., within page meta data, meta tags, webpage titles, URLs, or sub-domain URLs).
 - (c) Customer is responsible for any and all activities that occur in connection with the Customer Program.
 - (d) Customer is responsible for keeping an accurate and up-to-date list of Dealer Websites and providing Kelley Blue Book with such list by no later than five (5) days after the end of each month, or upon Kelley Blue Book's request at any time during the Subscription Term.
 - (e) Except as provided herein, neither Customer nor any Dealer Websites shall post or otherwise make accessible any KBB Data on any website.
 - (f) Customer shall notify Kelley Blue Book immediately of any known or suspected unauthorized use of the Service or of any KBB Data, or any breach of security.
 - (g) All KBB Data displayed in the Customer Program shall be accompanied by the following reasonably displayed disclaimer and copyright notice:

©20XX Kelley Blue Book Co., Inc. All rights reserved. As of <MM/DD/YYYY> Edition for <PROVINCE>. Values and pricing are the opinions of Kelley Blue Book, and the actual price of a vehicle may vary. The value and pricing information displayed for a particular vehicle is based upon the specification, mileage and/or condition information provided by the person generating this report. Kelley Blue Book assumes no responsibility for errors or omissions.
4. Exclusivity. Customer shall not display the KBB Data in the Customer Program with any vehicle pricing, valuation data or advertisement of a Kelley Competitor.
 5. Audit. At any time during the Subscription Term, Kelley Blue Book may review Customer's use of the KBB Data and/or the Kelley Marks in the Customer Program and/or in advertising and marketing materials to determine compliance with these Additional Terms. Without limiting any of its other rights or remedies, if Kelley Blue Book, in its sole discretion, determines that the Kelley Marks, Valuations or other elements of the KBB Data are not properly displayed in the Customer Program, Kelley Blue Book may, in its sole discretion, provide Customer with an opportunity to cure the breach or exercise its suspension or termination rights set forth in Section 6.
 6. Suspension or Termination. Kelley Blue Book may suspend or terminate Customer's Subscription to the Service at any time if Kelley Blue Book reasonably determines that Customer is using the Service and/or the KBB Data in breach of these Additional Terms (including any Attachments) or otherwise in an unsuitable manner.