

Cox Automotive B2B Transaction Texting Terms

Transactional Text Messaging Service. If a Cox Product enables transactional messaging, the following terms apply to Customer's and its Authorized Users' participation in that functionality (the "**Text Service**"). For purposes of this Section, "**Text Messages**" means SMS, MMS, RCS and other text messages sent through the Text Service. Except as expressly provided in this Section, all other terms of the applicable Order Form, including these Master Subscription Terms and any applicable Additional Product Terms and Attachments, apply to the Text Service.

Scope of Text Service. Cox and its Affiliates, agents, vendors, messaging providers and service providers acting on Cox's behalf may send Text Messages to a mobile telephone number that an Authorized User provides and maintains as current in connection with Customer's account. The Text Service is intended for business-to-business operational communications with Customer and Authorized Users and is not intended for consumer marketing, consumer sales solicitation, or telephonic sales calls.

Based on the Cox Product Text Service the Authorized User opts into, Text Messages may include: account administration, account security, user authentication, user provisioning, account-access management, inventory-management activities, vehicle appraisal and acquisition workflows, pricing and inventory alerts generated by or directly related to Customer's account settings, product configuration, or activity within a Cox Product, lead-management activities, CRM and customer-engagement workflow notifications initiated by or directly related to Customer's use of a Cox Product, service and maintenance workflow notifications, appointment scheduling, confirmations and reminders, implementation, onboarding and training communications, support communications, case or ticket updates, system notifications, outage and maintenance notices, product-functionality alerts, and similar non-marketing operational communications directly related to Customer's or its Authorized Users' use of a Cox Product.

Transactional Messages; No Marketing. Text Messages under this Section are transactional and operational in nature and are limited to communications necessary to administer, support, secure, facilitate or provide a Cox Product, or otherwise support Customer's and its Authorized Users' ongoing use of a Cox Product. Cox will not send marketing or promotional Text Messages under this Section without first obtaining the applicable Authorized User's separate, prior express written consent to the extent required by applicable Law.

Enrollment and Consent. Customer may designate Authorized Users to receive Text Messages. By providing, confirming or maintaining a mobile telephone number through account registration, account settings or another affirmative enrollment mechanism that clearly and conspicuously discloses the Text Service, an Authorized User expressly consents to receive transactional Text Messages from Cox at that number, including Text Messages sent using automated technology to the extent permitted by applicable Law.

Each participating Authorized User represents that such Authorized User is the subscriber or customary user of the number provided, or is otherwise authorized to receive Text Messages at that number.

Customer Obligations. Customer represents and warrants that: (i) each mobile telephone number provided for the Text Service belongs to, or is used by, an Authorized User; (ii) Customer has authority to provide the number to Cox for the Text Service; (iii) Customer has obtained all permissions, authorizations and consents required by applicable Law before enrolling an Authorized User; and (iv) Customer will not enroll, upload or activate an Authorized User's mobile telephone number for the Text Service unless the Authorized User has authorized such enrollment or the enrollment mechanism otherwise provides the Authorized User with a clear and conspicuous disclosure of the Text Service and an opportunity to consent. Customer will promptly remove or update a number if it is no longer associated with an Authorized User, is changed, disconnected or reassigned, or the Authorized User is no longer its subscriber or customary user. Cox and Customer may each create and retain records of enrollment, consent, message content, message logs, opt-out requests, revocations, re-enrollment, and related compliance information as necessary to administer the Text Service, demonstrate compliance with applicable Law, respond to carrier or messaging-provider inquiries, and enforce these terms.

Message Frequency, Charges and Delivery. Message frequency will vary based on Customer's account activity, account settings and the notifications enabled or necessary to administer or secure the account. Cox does not charge for Text Messages, but standard carrier message and data rates may apply, and each Authorized User is responsible for charges assessed by the Authorized User's wireless carrier. Carriers are not liable for delayed or undelivered Text Messages. Delivery depends on wireless carriers and other Third Party networks, and the Text Service may not be available on all carriers, devices, operating systems or in all locations.

Message Frequency, Charges and Delivery. Message frequency will vary based on Customer's account activity, account settings and the notifications enabled or necessary to administer or secure the account. An Authorized User may receive 8 or more Text Messages per day per Cox Product Text Service, if applicable. Message and data rates may apply. Cox does not charge for Text Messages, and each Authorized User is responsible for any charges assessed by the Authorized User's wireless carrier. Carriers are not liable for delayed or undelivered Text Messages. Delivery depends on wireless carriers and other Third Party networks, and the Text Service may not be available on all carriers, devices, operating systems or in all locations. Cox may register, verify, classify, monitor, suspend, modify or terminate the Text Service, sender numbers, messaging campaigns, or message content as necessary to comply with applicable Law, carrier requirements, messaging-provider requirements, 10DLC or other A2P registration requirements, or platform-security requirements.

Opting Out. Cox may include opt-out instructions, including "Reply STOP to unsubscribe,"

in the initial Text Message and in recurring Text Messages as required by applicable Law, carrier requirements, or messaging-provider requirements. Cox may send one final Text Message confirming the opt-out and will honor the request as soon as reasonably practicable and in accordance with applicable Law, carrier requirements, and messaging-provider requirements. After confirmation, the Authorized User will not receive further Text Messages from the applicable Cox Product at that number unless the Authorized User re-enrolls or provides renewed consent through a Cox-approved enrollment method or by using an applicable opt-in keyword supported by the Text Service. An opt-out may limit or prevent access to features of a Cox Product that depends on Text Messages.

Help. An Authorized User may reply “HELP” to a Text Message for assistance, call 1-855-COX-AUTO or email support@coxautomotive.com. Cox may suspend or terminate the Text Service, in whole or in part, temporarily or permanently, if required by applicable Law, carrier or messaging-provider requirements, 10DLC or other A2P registration requirements, or platform-security needs.

Privacy. Cox’s collection, use and disclosure of information through the Text Service are governed by the applicable Cox privacy notice, the Data Access Addendum and applicable Privacy Laws. The applicable privacy notice describes any privacy rights available under applicable Privacy Laws and how individuals may exercise those rights. Cox may use information collected through the Text Service to provide, operate, maintain, secure and improve the Text Service and applicable Cox Products. Cox will not sell, rent or disclose mobile telephone numbers, text-messaging opt-in data, consent records or related messaging data to Third Parties for their own marketing or commercial purposes. Cox may disclose such information as required by Law or to service providers, messaging platforms, aggregators, carriers and other vendors solely as necessary to support or deliver the Text Service. Cox will require service providers that process such information on Cox’s behalf to use it only as necessary to provide services to Cox or as otherwise permitted by applicable Law

Disclaimer and Liability. The Text Service is provided on an “as is” and “as available” basis. Cox does not guarantee that Text Messages will be delivered successfully, timely, securely or without error, or that the Text Service will be compatible with every carrier, device, operating system or network. Without limiting the foregoing, the disclaimers, limitations of liability, exclusions of damages and related risk-allocation provisions in Section 10 apply to the Text Service and Text Messages.

Indemnification. Without limiting Section 9.2, Customer’s indemnification obligations apply to any Third Party claim arising from or relating to: (i) an incorrect, outdated, disconnected, reassigned or unauthorized mobile telephone number provided by Customer or an Authorized User; (ii) Customer’s or an Authorized User’s failure to update a mobile telephone number; (iii) Customer’s or an Authorized User’s violation of this Section; (iv) Customer’s breach of any representation, warranty or obligation in this Section; or (v) Text Messages sent to an Authorized User’s number at Customer’s request or with the

applicable Authorized User's consent, except to the extent caused by Cox's violation of applicable Law.