

DIGITAL RETAILING

ADDITIONAL TERMS AND CONDITIONS

These *Digital Retailing Additional Terms and Conditions* supplement the *Cox Automotive Master Subscription Terms* (the “*Master Subscription Terms*”), which can be found at: <https://www.coxautoinc.com/terms/usa/>.

Product Descriptions: “*Digital Retailing*” is a Cox Product (or a suite of Cox Products) that (i) enables consumers to generate estimated monthly vehicle payment amounts reflecting the purchase or lease terms for a selected vehicle offered by Customer (or its Authorized Correspondent), state and local tax and fee estimates, estimated trade-in value, dealer fees, any available incentives and other related information, (ii) enables consumers to prequalify and/or submit a credit application, (iii) generates a lead based on the foregoing consumer activity, and/or (iv) may further incorporate the following add-ons, to the extent included in any products/services purchased or licensed by Customer in an applicable Order Form:

- **Automated Submission:** Any service that enables a Customer to submit a consumer credit application to one or more Lenders on behalf of an Authorized Correspondent.
- **Document Upload:** Any service that enables a consumer to upload and append files in connection with a credit application or other use of Digital Retailing.
- **Performance Management:** Any service that entails periodic live consultation with Cox Personnel for the purpose of setting up or fine-tuning a Cox Product.
- **Vehicle Protection:** Any service or tool that allows Customer to enable consumers to view and add to a selected vehicle one or more additional products offered by Customer as part of a vehicle sale or lease, reflecting the price in the monthly vehicle payment amount. Examples of such additional products include, but are not limited to, prepaid maintenance, service agreements, GAP insurance, windshield protection, and road hazard protection plans.
- **Vehicle Reservation:** Any service or tool that allows Customer (or its Authorized Correspondent) to accept a vehicle reservation, which may be accompanied by a payment of deposit from a consumer to Customer (or its Authorized Correspondent).

Additional Terms and Conditions:

1. **Definitions.** Capitalized terms used herein without definition have the meanings assigned thereto in the Master Subscription Terms.
 - (a) “**Authorized Correspondent**” means a single Rooftop or dealership customer (or, where explicitly authorized on the applicable Order Form, other customer or licensee) of Customer authorized to license the applicable Customer Application (or, where Customer is a Lender, to offer to consumers vehicle leases or loans financed by Customer) for which a unique profile has been established with Cox.
 - (b) “**Customer Applications**” means products, websites or other applications owned, maintained and operated by Customer, as further identified in the Order Form.

- (c) **“Communication”** means any communication (such as an email) issued (including by automatic means) by or on behalf of Customer (or its Authorized Correspondent) in connection with a consumer’s use of Digital Retailing.
- (d) **“DR Consumer Information”** means Consumer Information that is submitted by or through Customer to Cox in the course of using Digital Retailing services.
- (e) **“DR Output Data”** means any data (including calculated payments and Lender decisioning data, but excluding any Lender logos or marks) or other response (including a status or error response) returned by Digital Retailing in response to a query.
- (f) **“Lender”** means a financing source.
- (g) **“Listing Instance”** means an instance of Digital Retailing accessible within a vehicle listing on a Cox vehicle listing aggregator website, such as autotrader.com.
- (h) **“Off-Platform Instance”** means an instance of Digital Retailing on any Customer Application (other than a Website Instance or a Listing Instance).
- (i) **“Rooftop”** means a unique new or used automobile dealership retail location identifiable by a separate street address. Except where explicitly agreed otherwise, (a) a single dealership with multiple street addresses shall constitute multiple Rooftops, (b) multiple franchises of the same manufacturer at the same street address shall constitute one Rooftop, and (c) franchises of multiple manufacturers at the same street address shall constitute multiple Rooftops.
- (j) **“Website Instance”** means an instance of Digital Retailing accessible within a vehicle listing on a Customer website powered by Dealer Dot Com, Inc., an Affiliate of Cox.

2. General. The following terms are applicable to Digital Retailing:

- (a) Cox Not a Party. Customer hereby acknowledges and agrees that Cox is not a party to any transaction between vehicle buyers and sellers that originates on or through Digital Retailing, including, but not limited to, any acceptance by or on behalf of Customer (or Authorized Correspondent) of consumer deposits via Vehicle Reservations.
- (b) Customer Obligations. Customer will provide accurate information and data to establish a profile (for itself, and, where applicable, for each Authorized Correspondent) necessary to use Digital Retailing and shall update such information and data on a timely basis as required by Cox.
- (c) Lenders. Digital Retailing products supporting submission of credit applications support such submission only to certain participating Lenders. If a particular Lender is not available via a specific Digital Retailing product, Customer may request that Cox add such Lender. Cox may approve or deny such request in its sole discretion. If Cox approves such request to add a Lender, additional fees may apply.
- (d) Technical Documentation. Customer’s (and, where applicable, Authorized Correspondents’) use of Digital Retailing products shall at all times comply with developer guides, technical documentation and other Attachments provided from time to time by Cox.

- (e) Specials and Incentives. Regionalized incentive information is typically limited to the current model year vehicles and requires a zip code. Additional information may be required for specialized incentives.
- (f) Credit Bureaus. If Customer intends to request or receive consumer credit reports (or for its Authorized Correspondents to do so) in connection with its licensed use of Digital Retailing, Customer (and/or, if applicable, each Authorized Correspondent) must have an agreement in effect with a credit bureau reporting agency allowing Customer to request and receive consumer credit reports.
- (g) Credit Applications. Customer shall have obtained express consent from each consumer to request a credit bureau report prior to causing any credit bureau report to be requested for such consumer and, where applicable, to submit a credit application to financial institutions for decisioning prior to causing any credit application to be submitted for such consumer.
- (h) Calculated Amounts. Calculation of taxes and fees is available only for cars and light duty trucks. All calculated payment amounts are estimates and are not guaranteed.
- (i) Trade-In, Acquisition and Valuation of Consumer Vehicles. Incorporation of trade-in values into Digital Retailing payment calculations requires a separate Subscription to a trade-in values product or the ICO Program (for Instant Cash Offer values) and is subject to the additional terms and conditions (together with any ancillary display and advertising requirements) applicable to such Cox Product. In addition, use of Instant Cash Offer values for trade-in purposes (including in connection with Digital Retailing payment calculations) requires an explicit consumer opt-in.
- (j) Performance Management. Where a Customer's Subscription includes Performance Management, Cox will provide periodic on-site (where practicable) or remote live consultations with Cox Personnel at time(s) reasonably selected by Cox during Customer's business hours, mutually scheduled at such intervals as Cox may from time to time determine to be advisable or appropriate. Customer shall have the option to postpone the setup process for any newly-installed feature or functionality of Digital Retailing until the next scheduled Performance Management consultation. Notwithstanding the foregoing, all functionality shall be deemed fully delivered to Customer once installed.
- (k) Communications. As between Customer and Cox, Customer is solely responsible for the content of any Communication, including, without limitation, any disclaimers or restrictions contained therein. Customer will make no representation (and shall prohibit its Authorized Correspondents from representing) that Cox (including any Affiliate of Cox) or any other Third Party is guaranteeing the price of any vehicle, the price of any additional products, the value of any trade-in vehicle, or any other terms contained in the Communication. Cox and its Affiliates specifically disclaim any representation, warranty, guarantee, promise, responsibility or liability regarding any Communication.
- (l) Consumer Information and User Input. As between Customer and Cox, Customer is solely responsible for use of Digital Retailing by or on behalf its (or its Authorized Correspondent's) consumer customers, including accurate selection or entry of all user input, including Consumer Information.

- (m) Document Upload. WITHOUT LIMITING THE GENERALITY OF THE DISCLAIMERS SET FORTH IN THE MASTER SUBSCRIPTION TERMS, COX MAKES NO REPRESENTATION, WARRANTY OR COMMITMENT AS TO SUFFICIENCY, ACCURACY, QUALITY OR AUTHENTICITY OF ANY DOCUMENTS UPLOADED BY OR ON BEHALF OF ANY USER THROUGH THE SERVICE.
- (n) Data Rights. Notwithstanding anything to the contrary in the Master Subscription Terms, and for the purposes of any Digital Retailing product:
- (i) Subject to the following sentence, Cox and Customer acknowledge and agree that DR Consumer Information is property, in each case, of the applicable Authorized Correspondent. In a case where permitted use (as set forth in the applicable Order Form) is limited to a single Customer-branded consumer-facing website of Customer and does not involve vehicle dealers, DR Consumer Information is property of Customer. Customer hereby grants to Cox, its Affiliates, and their respective service providers hereunder (and in each case shall have secured from the applicable Authorized Correspondent or other Third Party, if and as applicable) a perpetual, irrevocable, worldwide, royalty-free, fully sublicensable license to use such DR Consumer Information for any business purpose. For clarity, the Data Access Addendum does not apply to DR Consumer Information.
 - (ii) Cox shall retain exclusive ownership of all rights, title and interest in and to any and all DR Output Data. Customer is provided a limited license to use the DR Output Data for the sole and exclusive purpose of displaying the result of the applicable query to the Customer, Authorized Correspondent or consumer (as authorized under the applicable Order Form) initiating such query. The foregoing license permits Customer to (and, if applicable, to enable an Authorized Correspondent to) collect, process, store, generate, and display DR Output Data only if and to the extent necessary and authorized pursuant to the previous sentence. DR Output Data shall constitute Confidential Information of Cox. Customer will not (and will not allow any Authorized Correspondent or other Third Party to) use, sell, rent, transfer, distribute, or otherwise monetize or disclose or make available DR Output Data (whether or not such DR Output Data is aggregated and/or anonymized) for any other purpose without Cox's prior written consent expressly authorizing the specific use and/or disclosure. Customer will not combine (and will not allow any Authorized Correspondent or other Third Party to combine) the DR Output Data with any other data of Customer, Authorized Correspondent or any other Third Party. DR Output Data that has been formatted, processed, or subjected to any other process or procedure by Customer, Authorized Correspondent or any other Third Party (proprietary or otherwise) shall remain DR Output Data solely owned by Cox in its entirety and subject to all requirements of this Section 2(n)(ii). Notwithstanding the foregoing, an Authorized Correspondent who is a vehicle dealer and who rightfully receives DR Output Data in accordance with these *Digital Retailing Additional Terms and Conditions* may use DR Output Data to transact vehicles in the ordinary course of its business.

- (o) Representations and Warranties. Customer hereby represents and warrants to Cox that each Customer Application, Communication, and Customer's (and its Authorized Correspondents', if any) use of Digital Retailing and handling of Confidential Information of Cox will at all times throughout the Subscription Term (i) comply with all Laws (including, but not limited to, Privacy Laws and all laws relating to false or deceptive advertising, motor vehicle advertising and automotive finance, and the conduct of sweepstakes or other promotions), (ii) not be libelous, (iii) have the requisite licenses, approvals, authorizations and/or consents necessary for the transmission, use, storage and processing of Consumer Information as contemplated hereunder, and (iv) not infringe, violate, or misappropriate any rights of any Third Party, including, but not limited to, any contractual rights, patent, copyright, trademark, trade secret, privacy right, publicity right, moral right, or any other intellectual property or proprietary right. Customer further represents and warrants that it has implemented, currently maintains and shall maintain throughout the Subscription Term an information security program designed to protect Confidential Information of Cox, which program includes administrative, technical, and physical safeguards sufficient: (i) to ensure the security and confidentiality of such Confidential Information; (ii) to protect against any reasonably anticipated threats or hazards to the security or integrity of such Confidential Information; and (iii) to protect against unauthorized access to or use of such Confidential Information that could result in harm or inconvenience to Cox, its Affiliates, or to any of their employees, agents, or representatives.
 - (p) Audit. At any time during the Subscription Term, Cox may review Customer's (or Authorized Correspondents') use of the Digital Retailing, to determine compliance with the Master Subscription Terms as supplemented hereby. Customer agrees to cooperate with such Cox review and provide reasonably required assistance and access to such data and records of Customer (and, if applicable, Authorized Correspondents) as may be necessary in the reasonable opinion of Cox to substantiate compliance.
 - (q) Termination. In addition to any rights under Section 3.1 of the Master Subscription Terms, Cox may terminate any Subscription to Digital Retailing at any time upon 30-day Email Notice to Customer.
3. Non-Dealer Licensees, Multi-Rooftop Programs and Dealer Groups. Where Customer Application entails use or display on or within a third party website, application or system, or through multiple Rooftops, the following additional terms shall apply to Digital Retailing licensed for such Customer Application:
- (a) Use shall be limited to Authorized Correspondents;
 - (b) Customer Application shall not enable for the same Authorized Correspondent concurrent access to Digital Retailing and a competing product (including any access to an alternative network of Lenders or access to participating Lenders via an alternative means);
 - (c) Throughout the Subscription Term, Customer shall have caused the use of Digital Retailing (or of the related Customer Applications) by each Authorized Correspondent of Customer to be consistent with the requirements of the Master Subscription Terms as supplemented hereby; and

- (d) As between Customer and Cox, use of Digital Retailing (or of the related Customer Applications) by an Authorized Correspondent of Customer shall constitute an instance of Customer use of a Cox Product for the purposes of Master Subscription Terms.
4. Listing Instances. With respect to any Listing Instance, these *Digital Retailing Additional Terms and Conditions* supplement should be read in conjunction with, *Cox Advertiser Relationship Additional Terms* found at: <https://www.coxautoinc.com/terms/usa/>.
5. Website Instances. With respect to any Website Instance, these *Digital Retailing Additional Terms and Conditions* supplement, and should be read in conjunction with, *Dealer.com Website Service Additional Terms* found at: <https://www.coxautoinc.com/terms/usa/>.
- (a) Representations and Warranties. The following additional representations and warranties apply to Website Instances of Digital Retailing: Customer hereby represents and warrants to Cox that in connection with Customer's use of Digital Retailing, Customer shall: (1) conspicuously display a privacy policy within each Customer Application that, at a minimum (i) discloses Customer's (or the applicable Authorized Correspondent's) privacy practices, (ii) identifies the collection and use of Consumer Information and other data and information gathered, and (iii) offers consumers an opportunity to opt out of (or opt in, if required by Privacy Laws) the collection or use of Consumer Information and other data and information gathered; (2) include any other required notices, disclosures and opt outs as necessary or appropriate under Privacy Laws; and (3) abide (and cause each Authorized Correspondent to abide) by such disclosures and policies displayed pursuant to clause (1), and opt-in/opt-out selections received pursuant to clause (2).
- (b) Document Upload. Customer shall have caused consumer consent to be secured for the use, transmission, storage and display of uploaded documents by Cox and others as contemplated in connection with provision of Digital Retailing.
6. Off-Platform Instances. The following additional terms apply to any Off-Platform Instance:
- (a) License Grants. During the Subscription Term, Cox grants to Customer a limited, revocable, non-exclusive, non-transferable, non-assignable, non-sublicensable (except to Authorized Correspondents solely in connection with delivering Digital Retailing as described herein) right and license to use Digital Retailing and the related Cox Marks (as provided from time to time by Cox for Customer's use) only for Customer's use solely in connection with delivering Digital Retailing on Customer Application(s) identified on the applicable Order Form as permitted hereunder, and for no other purpose or for any other reason whatsoever.
- (b) Document Upload. Customer shall have caused consumer consent to be secured for the use, transmission, storage and display of uploaded documents by Cox and others as contemplated in connection with provision of Digital Retailing.
- (c) Integration. If delivery of Digital Retailing to Customer requires an integration, then, in addition to the requirements of Section 2.7 of the Master Subscription Terms, Customer shall operate and manage the Customer Application(s) and any interface receiving data from Cox in such a manner as to keep such Customer Application(s) and any such interface from degrading the performance of Digital Retailing or any Cox system in a manner that is inconsistent with proper use or operation of Digital Retailing. In the event of such degradation or adverse impact, upon notification from Cox, Customer shall promptly

terminate those processes causing such degradation or adverse impact and shall promptly implement any necessary changes to the Customer Application to prevent such degradation or adverse impact from reoccurring and Cox shall cooperate in good faith with Customer as reasonably appropriate to assist Customer in connection with Customer's obligations under this Section 6(b). Notwithstanding the foregoing, Cox shall have the right to suspend the integration until such changes are made.

- (d) Representations and Warranties. The following additional representations and warranties apply to Off-Platform Instances of Digital Retailing: Customer hereby represents and warrants to Cox that in connection with Customer's (or, where applicable, Authorized Correspondents') use of Digital Retailing, Customer shall (1) conspicuously display (or cause each Authorized Correspondent to display) a privacy policy within or in close proximity to (as applicable) each Customer Application that, at a minimum (i) discloses Customer's (or the applicable Authorized Correspondent's) privacy practices, (ii) identifies the collection and use of Consumer Information and other data and information gathered, and (iii) offers consumers an opportunity to opt out of (or opt in, if required by Privacy Laws) the collection or use of Consumer Information and other data and information gathered; (2) include (or cause each Authorized Correspondent to include) any other required notices, disclosures and opt outs as necessary or appropriate under Privacy Laws; and (3) abide (and cause each Authorized Correspondent to abide) by such disclosures and policies displayed pursuant to clause (1), and opt-in/opt-out selections received pursuant to clause (2).

7. Automated Submission. The following additional terms apply for any subscription that includes Automated Submissions:

- (a) Required Subscriptions. A subscription to a Digital Retailing credit application submission product is required for each Authorized Correspondent in order to receive the Automated Submissions function.
- (b) Representations and Warranties. The following additional representations and warranties apply to subscriptions that include Automated Submissions. Customer represents and warrants that:
- (i) each Authorized Correspondent having access to the Customer Application with enabled Lender List function: (i) has received written disclosure of the Lender List feature, consistent with clause (e) below; (ii) selected in writing the Lender List feature or has otherwise been presented with an opt-in mechanism (requiring an affirmative opt-in) for the Lender List feature and has made an opt-in selection, (iii) has not withdrawn or changed such selection at any time during the Subscription Term (or has lost its access to the Customer Application with enabled Lender List function immediately upon changing such selection), and (iv) Customer has enabled within Customer Application an adequate visibility or reporting tool showing to each Authorized Correspondent enabled for Lending List feature the credit applications submitted by Customer on such Authorized Correspondent's behalf.
 - (ii) to the extent it elects to use the Lender List feature to take actions on behalf on an Authorized Correspondent, it shall at all times do so strictly in accordance with such Authorized Correspondent's explicit instructions.

Customer acknowledges and agrees that Cox has no obligation to ascertain any Authorized Correspondent's instructions, or to implement limitations on the use of Lender List in furtherance of any instruction.

- (c) Disclaimer. The Lender List feature is being provided by Cox on an "as is" basis, without representations or warranties of any nature, all of which are expressly disclaimed.
- (d) Indemnification. Customer shall indemnify and hold harmless Cox for any claims, to the extent such claims are attributable to the enablement or use (including any unauthorized use) of the Lender List feature or any credit applications submitted on behalf of any Authorized Correspondent of Customer in connection with the use of such feature.
- (e) Required Authorized Correspondent Disclosure.

"(i) Definitions:

"Cox" shall mean Cox Automotive, Inc. (or its affiliate, such as Dealertrack, Inc., as applicable), that provides access to the Lender network.

"Correspondent Lender" shall mean, with respect to any dealer, each lender to which such dealer is currently enabled to submit a consumer's credit application through the Cox system.

"Lender List Feature" shall mean a functionality that enables or permits a third-party provider to submit a consumer credit application to one or more Correspondent Lenders on a dealer's behalf.

"We (Us)" shall mean [Customer].

"You" shall mean [Authorized Correspondent].

(ii) Lender List Feature.

You hereby direct Us to enable the Lender List Feature. You acknowledge and agree that the Lender List Feature will enable Us to submit, on behalf of Your customer or potential customer, credit application(s) to one or more of Your Correspondent Lenders. Such action was otherwise intended to be reserved to Your authorized person(s). Cox does not currently provide (and may not in the future provide) visibility or reporting to You as to credit applications submitted by Us on Your behalf, and it shall be Your sole option and responsibility to procure such visibility or reporting directly from Us at Your own expense. As between You and Cox or any Correspondent Lender, You shall be responsible for any credit application (including applicable fees) submitted on Your behalf using the Lender List Feature to the same extent as if submitted directly by You. The Lender List Feature is being provided on an "as is" basis, without representations or warranties of any nature from Cox, all of which are expressly disclaimed. You shall indemnify and hold harmless Cox for any claims, to the extent such claims are attributable to the enablement or use of the Lender List Feature."