

MASTER SUBSCRIPTION TERMS

The terms and conditions below (“*Master Subscription Terms*”) govern any Order Form that references them.

In addition to these Master Subscription Terms, each Cox Product ordered pursuant to an Order Form may be subject to product-specific terms and conditions (“*Additional Product Terms*”), which can be found at the following link: <https://www.coxautoinc.com/terms/usa>. An Order Form may also incorporate by reference certain attachments (“*Attachments*”) that also govern it.

1. Definitions. The following capitalized terms, when used in these Master Subscription Terms, any Additional Product Terms or any other Attachments, will have the corresponding meanings provided below:

- 1.1 “*Activation Date*” means the date referenced in the applicable Order Form as being the date on which the Subscription Term will commence. If no date is specified on such Order Form, then the Activation Date will be the earlier of the following: (a) the date on which Customer is activated by Cox to begin using the applicable Cox Product; or (b) sixty (60) calendar days following Customer’s execution of such Order Form.
- 1.2 “*Additional Product Terms*” has the meaning set forth in the preamble above.
- 1.3 “*Affiliate*” means any entity that directly or indirectly (through one or more intermediaries) Controls, is Controlled by, or is under common Control with Cox Automotive, Inc. or Customer.
- 1.4 “*Analytics Data*” means data, other than Customer Data or OEM Data, that is generated in connection with Customer’s use of any Cox Product, including log, performance, usage, referral, search term, pixel, session, cookie, flash local storage object, beacon, and other web analytics data.
- 1.5 “*Attachments*” has the meaning set forth in the preamble above.
- 1.6 “*Authorized Customer Location*” means Customer’s physical location specified in the applicable Order Form.
- 1.7 “*Authorized Users*” means Customer Personnel who have been issued Credentials to access a Cox Product in accordance with these Master Subscription Terms, and any applicable Additional Product Terms or Attachments.
- 1.8 “*Confidential Information*” means all information or materials provided or otherwise disclosed by or on behalf of Disclosing Party to the Receiving Party, whether orally or in writing, that are designated as confidential or that reasonably should be understood to be confidential, given the nature of the information disclosed and the circumstances of disclosure. In each case, as applicable, (a) Cox’s Confidential Information includes the Cox Products and all information and materials that in any way relate to any Cox Product (including these Master Subscription Terms, any Additional Product Terms, and any other Attachments, and any pricing information relating to the Cox Products) or any other aspect of the business or operations of Cox or its Affiliates, including any information or materials relating to the operations, customers, contractors, distributors, software, technology, products, services or marketing plans of Cox or its Affiliates; and (b) Customer’s

Confidential Information includes Customer Data. Notwithstanding the foregoing, Confidential Information does not include information that: (1) is or becomes generally available to the public other than as a result of a wrongful disclosure by the Receiving Party; (2) was rightfully in the possession of, or was rightfully known by the Receiving Party without an obligation to maintain its confidentiality prior to receipt from the Disclosing Party; (3) becomes available to the Receiving Party on a non-confidential basis from a source which is not, to the Receiving Party's knowledge, prohibited from disclosing such information; (4) is developed independently by the Receiving Party; or (5) was generally made available to Third Parties by the Disclosing Party without restrictions similar to those imposed under these Master Subscription Terms.

- 1.9 “**Consumer Information**” means any information that is defined as “personal information,” or any other substantially similar designation, under any applicable Privacy Laws.
- 1.10 “**Control**” means ownership or control, directly or indirectly, of more than fifty percent (50%) of the voting interests of the subject entity or the legal power to direct or cause the direction of the general management of such entity, whether by contract or otherwise.
- 1.11 “**Cox**” means an Affiliate of Cox Automotive, Inc. that is a party to the applicable Order Form. Such entity may be referenced in the Additional Product Terms by its name, instead of as “Cox”.
- 1.12 “**Cox Mark**” means any name, logo, trademark or service mark of Cox or its Affiliates.
- 1.13 “**Cox Product**” means a Cox software product or service identified on the applicable Order Form. The Order Form may cover more than one Cox Product. Solely with respect to any use restrictions regarding the applicable Cox Product as set forth in these Master Subscription Terms, any Additional Product Terms or any Attachments, the term “Cox Product” will include any Third Party Interfaces applicable to or integrated with such Cox Product.
- 1.14 “**Credentials**” means any log-in credentials (e.g., usernames and passwords) and any other security information required to access or use a Cox Product.
- 1.15 “**Customer**” means the Cox customer that is a party to the applicable Order Form.
- 1.16 “**Customer Data**” means, in each case as applicable to a Cox Product, (a) any data, content or information stored in a Customer Instance of a Cox Product, and (b) any Customer data that a Cox Product may receive directly from Customer, Customer's systems, or any applicable Third Party Licensor's systems, including Customer DMS Data, which in each case may include Consumer Information. Customer Data expressly excludes Analytics Data and OEM Data.
- 1.17 “**Customer DMS Data**” means Customer Data that is accessed by a Cox Product via an integration with Customer's DMS.
- 1.18 “**Customer Instance**” means the discrete data store that Cox allocates to Customer for the applicable Cox Product. For avoidance of doubt, one Customer Instance is required for each Authorized Customer Location.

- 1.19 “**Customer Mark**” means any name, logo, trademark or service mark of Customer.
- 1.20 “**Customer Representative**” means any employee, agent, contractor or other representative of Customer, including Authorized Users. For purposes of the applicable Order Form (including these Master Subscription Terms, Additional Product Terms and any other Attachments), acts and omissions of Customer Representatives will be deemed to be acts and omissions of Customer.
- 1.21 “**Customer Resources**” means Customer-utilized systems, content or materials (including those licensed from Third Parties, or purchased or developed by Customer) that may be, as applicable, integrated with a Cox Product or transmitted, uploaded or otherwise submitted to a Cox Product.
- 1.22 “**Data Access Addendum**” means the Cox Affiliate Data Access Addendum located at: <https://coxautoinc.com/wp-content/uploads/sites/3/Cox-Affiliate-Data-Access-Addendum.pdf>.
- 1.23 “**Disclosing Party**” means the Party that provides Confidential Information to the Receiving Party (or on behalf of which Confidential Information is provided) in connection with an Order Form.
- 1.24 “**DMS**” means a dealer management system, which is an enterprise management information system used by a Customer.
- 1.25 “**Email Notice**” means: (a) in the case of notice from Customer to Cox, an email to the applicable email address for the Cox Product as provided at <https://www.coxautoinc.com/wp-content/uploads/sites/3/Cox-Automotive-Email-Notice-Contacts.pdf>; or (b) in the case of notice from Cox to Customer, an email to the email address that Cox has on file with respect to the Cox Product.
- 1.26 “**Feedback**” means any information, suggestions, ideas, enhancement requests, recommendations, comments and other feedback that Customer or any Customer Representative may disclose, transmit, suggest or offer to Cox or its Affiliates with respect to any Cox Product.
- 1.27 “**Fees**” means, collectively, all fees due and payable from Customer to Cox or Cox Affiliates pursuant to the applicable Order Form, including Subscription Fees and any other fees.
- 1.28 “**including**” means “including, without limitation”.
- 1.29 “**Laws**” means all applicable federal, state and local laws, regulations, rules, ordinances and other decrees of any governmental authority.
- 1.30 “**Legal Notice**” means written notification to the following addressees: (a) if from Customer to Cox, then to Cox Automotive, Inc., Attention: Legal Department, 6205 Peachtree Dunwoody Road, Atlanta, Georgia 30328, with a copy sent via email to the Cox email address used for Email Notice and, if applicable, to the Cox address specified in the applicable Order Form; or (b) if from Cox to Customer, then to the address that Cox has on file for Legal Notices to Customer, or if no such address is on file, to the address of an Authorized Location, with Attention: Legal Department.

- 1.31 “**Malicious Code**” means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.
- 1.32 “**Master Subscription Terms**” has the meaning set forth in the preamble above.
- 1.33 “**Mobile Application**” means a mobile or tablet website or application.
- 1.34 “**Modifications**” means changes, upgrades, updates, modifications or enhancements to, or derivative works of, a Cox Product.
- 1.35 “**OEM**” means an original equipment manufacturer of motor vehicles.
- 1.36 “**OEM Data**” means all data provided by an OEM to Customer or Cox, directly or indirectly, in connection with the applicable Order Form, including OEM-provided data that may be stored in Customer’s DMS and/or the applicable Customer Instance.
- 1.37 “**Order Form**” means the ordering document between Cox and Customer, under which Customer subscribes to one or more Cox Products. An Order Form may be a written or an electronic agreement, and may also include online forms or terms that have been “accepted” or “agreed” by Customer.
- 1.38 “**Party**” means Customer or Cox, individually, as applicable; and “**Parties**” means Customer and Cox, collectively.
- 1.39 “**Personnel**” means agents, employees, officers, directors or contractors employed, engaged or appointed by a Party hereunder.
- 1.40 “**Privacy Laws**” means all applicable privacy laws and information security laws, and any other applicable federal, state, provincial or local laws, as they exist and are amended from time to time, relating to: (a) data privacy, security, integrity, confidentiality, communications, use, collection, processing and storage; and (b) spamming and other unsolicited communications, including, as applicable, the U.S. Gramm-Leach-Bliley Act of 1999 (e.g., 16 C.F.R. Part 313 (Privacy Rule) and 16 C.F.R. Part 314 (Safeguards Rule)), and the U.S. Telephone Consumer Protection Act of 1991 (TCPA).
- 1.41 “**Receiving Party**” means the Party that receives Confidential Information from the Disclosing Party in connection with an Order Form.
- 1.42 “**Subscription**” means the right to access and use a Cox Product during the applicable Subscription Term, subject to payment of Fees as set forth in the applicable Order Form.
- 1.43 “**Subscription Fees**” means the periodic (typically monthly) fees for the Subscription.
- 1.44 “**Subscription Term**” means the period of time specified on the applicable Order Form when the applicable Subscription is in effect.
- 1.45 “**Third Party**” means an entity or person that is neither a Party, nor an Affiliate of a Party.
- 1.46 “**Third Party Interface**” means any interface utilized for any integration between a Cox Product and a Third Party Licensor’s product.
- 1.47 “**Third Party Licensor**” means any Third Party that makes available Third Party Materials.

- 1.48 “**Third Party Materials**” means data, content, software or other materials from a Third Party Licensor that are made available by, through or in connection with the applicable Cox Product. Cox may license but does not own Third Party Materials.
- 1.49 “**Third Party Terms and Conditions**” means any applicable terms and conditions or other agreements governing the access and use of the applicable Third Party Materials.

2. **Subscription.**

2.1 Subscription Term.

- (a) Except as otherwise set forth on the applicable Order Form, the Subscription Term for a Cox Product will commence on the Activation Date and will expire at the end of the period specified in such Order Form. Thereafter, unless such Order Form expressly states otherwise, the Subscription Term will automatically and indefinitely renew for additional subsequent terms equal in length to (i) the length of time specified in such Order Form or (ii) otherwise the length of time of the initial Subscription Term, until the Subscription is canceled or such Order Form is terminated by a Party in accordance with Section 3 below.
- (b) If the Subscription Term is a calendar month (and unless the applicable Order Form expressly states otherwise), and the Activation Date is not the first calendar day of a month, then the initial Subscription Term will be a partial month with pro-rated Subscription Fees, as applicable.

2.2 Access to Cox Products. During the Subscription Term, Cox will make the applicable Cox Product available through a website or URL for Customer’s and its Authorized Users’ access and use. Except as otherwise expressly provided in the applicable Order Form, any Additional Product Terms and/or any applicable Attachments, Customer will be solely responsible for any software, hardware, connection, and other equipment, along with technical specifications which Cox may update from time to time, in each case as necessary for Customer and its Authorized Users to access and use any Cox Product.

2.3 Authorized Users. As necessary to access a Cox Product, and subject to any limitations on the number of administrative Authorized Users and other Authorized Users in the applicable Order Form, Cox will issue administrative Credentials to Customer, whereupon such administrative Authorized Users will be enabled to issue Credentials to additional Authorized Users. Customer will keep Credentials confidential and secure, and prevent such Credentials from being disclosed to or used by any person or party other than the Authorized Users to whom the Credentials are issued. Customer must immediately report in writing to Cox (Email Notice will be sufficient) any unauthorized use or disclosure of any Credentials or any other account information of Customer. Customer will be responsible and liable for all actions taken through or under any Credentials issued to Customer in connection with the use of any Cox Product, whether such actions are taken by an Authorized User or otherwise.

2.4 Authorized Customer Locations and Multiple DMS Instances. Unless otherwise specifically set forth on the applicable Order Form, Subscriptions to Cox Products are provided on a “per-location” basis, meaning that each such Subscription is specific to, and may only be used for and by, one Authorized Customer Location. If the Authorized Customer Location has more than one DMS instance, and a Cox Product requires

integration with the DMS instances, then Customer will need a separate Subscription for each DMS instance.

- 2.5 Modifications. Cox reserves the right, from time to time, to make Modifications to any Cox Product; provided, however, that Cox will not materially diminish the functionality of a Cox Product during the Subscription Term. Unless there is a separate agreement between Cox and Customer to the contrary, each such Modification may be made generally available to all Cox customers that subscribe to the applicable Cox Product.
- 2.6 Third Party Materials Made Available by Cox. A Cox Product may integrate with, incorporate or otherwise offer access to certain Third Party Materials. Third Party Materials are offered and made available by the applicable Third Party Licensor, and not by Cox, and, as such, may be used, edited, reproduced and distributed by such Third Party Licensors outside the scope of these Master Subscription Terms and without Cox's knowledge. Any use of any Third Party Materials by Customer or any Authorized User is subject not only to the terms and conditions applicable to the Cox Product, but also any applicable Third Party Terms and Conditions. Customer will notify Cox promptly if Customer's relationship with any Third Party Licensor to which Cox provides integration on behalf of Customer terminates. Cox is not responsible or liable to Customer or any other party for any Third Party Materials or any use thereof by Customer or any Authorized User. Neither Party may modify or terminate any of its respective obligations under these Master Subscription Terms, any Additional Product Terms or any Attachments in a manner that would impact the rights of any such Third Party Licensor adversely.

If a Cox Product integrates with any Third Party Materials, Customer expressly authorizes and grants permission to Cox and its Affiliates to: (a) substitute one form of integration for another, even in cases where Customer subscribed for a particular Cox Product with a "certified" integration, or (b) immediately discontinue providing any integration or any part thereof if Cox, in its sole discretion, determines that it no longer has the right or ability to provide such integration for any reason. In either case, Customer's Subscription to the applicable Cox Product will continue in full force and effect and Cox may adjust Customer's Fees as reasonably appropriate.

- 2.7 Integration with Customer Resources. To the extent integration with Customer Resources is applicable to a Cox Product, (a) Customer grants Cox, its Affiliates and its service providers permission to access such Customer Resources for the purpose of providing such integration; and (b) Customer consents to the installation of hardware connectors, software connectors and/or other custom programs on Customer's local area network and/or computer workstations, and the enablement and use of passwords to access the Customer Resources by Cox, its Affiliates and its designees.

- 2.8 Mobile Applications.

- (a) Certain Cox Products may, from time to time, be made available through a Mobile Application, which allows Customer and its Authorized Users to use and access the applicable Cox Product (or certain features or functionality thereof) via a mobile or tablet device. To use any Mobile Application, the applicable Authorized User must have a mobile or tablet device that is compatible with such Mobile Application. For clarity, such access and use of Cox Products (or any portions thereof) through a Mobile Application will be subject to these Master Subscription Terms and any applicable Additional Product Terms and Attachments.

- (b) Customer acknowledges that Cox may from time to time issue upgraded versions of any Mobile Application, and in certain cases, Cox may automatically and remotely upgrade the version of such Mobile Application that Customer and its Authorized Users are using on their respective mobile devices. Customer consents (on behalf of itself and its Authorized Users) to any such automatic and remote upgrading on the mobile devices of Customer and its Authorized Users.

3. Cancellation, Termination and Suspension.

3.1 Subscription Cancellation.

- (a) Either Party may at its option cancel any Subscription by providing Email Notice to the other Party at least thirty (30) days in advance of the cancellation date, provided that, cancellation will be effective only at the end of a Subscription Term (e.g., for month-to-month Subscriptions, if notice is given on the fifteenth (15th) day of a given month, the cancellation will not occur until the end of the following month).
- (b) The Order Form will remain in effect with respect to any other continuing Subscriptions (unless they are dependent on the canceled Subscription, in which case the dependent Subscriptions will also be canceled). If there are no Subscriptions remaining under the applicable Order Form following a cancellation, then such Order Form will automatically terminate upon the effective date of cancellation. If a Subscription to a Cox Product is canceled, but one or more other Subscriptions to Cox Products remain in effect under such Order Form, then Cox may adjust the Fees for the Subscriptions to the remaining Cox Products to be consistent with the Fees that would have been charged had Customer subscribed to only the remaining Cox Products.
- (c) Cox may immediately terminate an Order Form with respect to any Cox Product (or any component thereof) if it ceases to offer such Cox Product (or such component of Cox Product) to customers generally for any reason. In such event, the Order Form will continue to apply with respect to the remaining Cox Products, if any.

3.2 Termination for Cause or Insolvency. Either Party may immediately terminate the applicable Order Form (and the corresponding Subscriptions): (a) if the other Party commits a material breach of such Order Form (including these Master Subscription Terms, any Additional Product Terms or any Attachments), and such breach has not been cured within fifteen (15) days after receiving Legal Notice of such; or (b) upon the initiation of any bankruptcy, insolvency or other similar proceeding against the other Party or an entity that Controls the other Party. In addition, Cox may immediately terminate such Order Form (and the corresponding Subscriptions) if Customer defaults on its contractual obligations to Cox or any Cox Affiliate under another agreement, such that Cox or the Cox Affiliate has the right to terminate such agreement. Upon any termination of the applicable Order Form, all Subscriptions thereunder will be automatically canceled.

3.3 Effect of Cancellation. Upon any cancellation of a Subscription (including through a termination of the applicable Order Form):

- (a) The Subscription Term will end, and all rights granted to Customer hereunder, and all obligations of Cox related to such Subscription, will immediately and automatically terminate;
- (b) Any unpaid Fees will be immediately due and payable; and
- (c) If applicable to the Cox Product, and all Fees have been paid, Customer may access its Customer Data for up to forty-five (45) days following the date of cancellation.

3.4 Temporary Suspension. Cox may at any time suspend Customer's access to and use of a Cox Product if Cox reasonably believes that such access or use presents a threat or harm to the Cox Product, Cox or its other customers. Cox will lift such suspension promptly after being reasonably assured that the threat or harm is no longer present.

4. Use Restrictions. Customer and Authorized Users will use and access Cox Products solely for the purpose of managing and operating Customer's business at the Authorized Customer Locations in the ordinary course. Customer (and Customer Representatives) may not:

- (a) Use or access any Cox Product or Third Party Materials in a manner not expressly authorized under the applicable Order Form, Section 2 of these Master Subscription Terms, or any applicable Additional Product Terms or Attachment;
- (b) Offer, sell, rent, lend, lease, license, pledge, transfer, distribute, provide access to or otherwise make available to any unauthorized Third Party or use for service bureau or outsourcing purposes any Cox Product or Third Party Materials or any information relating thereto;
- (c) Reproduce, copy, modify, translate, reverse engineer, decompile or disassemble any Cox Product, or develop or create any derivative works of or relating to any Cox Product or Third Party Materials, or any underlying technology or intellectual property comprising any Cox Product or Third Party Materials;
- (d) Violate any Law or any intellectual property rights or other rights of any Third Party or any Cox Affiliate in connection with any use of or access to any Cox Product or Third Party Materials;
- (e) Attempt to gain unauthorized access to or disrupt the integrity or performance of any Cox Product or the data contained therein;
- (f) Use a Cox Product in combination with any product or service that is not owned, provided, or authorized by Cox;
- (g) Frame or utilize framing techniques to enclose any Cox Product (or portion thereof) without the prior written consent of Cox;
- (h) Upload, store or maintain any Malicious Code, or infringing or unlawful material, on or within a Cox Product or any Third Party Materials;
- (i) Access or use any Cox Product for any purpose that is competitive with Cox or its products or services, or for purposes of developing or promoting any competing product or service;

- (j) Permit access to or use of a Cox Product by a direct competitor of Cox;
- (k) Use a Cox Product for purposes of product evaluation, benchmarking or other comparative analysis without Cox's prior written consent;
- (l) Publish, transfer, license, distribute or export any data from any Cox Product (other than by using the content export function, if any, provided as part of the applicable Cox Product), provided that in no event may Customer use such exported data other than in the ordinary course of its business (which must not include offering, licensing, selling publishing or otherwise distributing data to Third Parties independently of Customer's business);
- (m) Scrape or data-mine a Cox Product or any other website of Cox or its Affiliates (including through the use of any robot, spider or other automated device);
- (n) Store, maintain or transmit Consumer Information through a Cox Product that is not intended to be used to process or receive Consumer Information;
- (o) Use a Cox Product to harvest, collect or assemble Consumer Information regarding any of Customer's customers without such customers' informed consent;
- (p) Disclose any Credentials relating directly to any Cox Product or any Third Party Interfaces integrated therewith;
- (q) Remove from or alter any Cox Marks on a Cox Product; or
- (r) Make any representations or warranties regarding the functionality or performance of a Cox Product.

5. Fees and Payments.

5.1 Fees.

- (a) In exchange for the rights granted to Customer herein, Customer will pay to Cox the Fees in the manner provided in the applicable Order Form. Unless otherwise specified in such Order Form, all Fees are: (i) non-refundable; and (ii) payable in United States Dollars.
- (b) Certain Cox Products may require or permit payment via ACH. For such Cox Products, Customer acknowledges and agrees that the Fees will be deducted from Customer's bank account via ACH at the time the Fee is incurred. Customer hereby authorizes Cox (and/or its designee) to make such deductions.

5.2 Late Fees and Payment Disputes. Cox may charge interest on any payment not made when due at a rate equal to the lesser of one and one half percent (1.5%) per month, or the maximum rate allowed under applicable Law. Customer will also be liable for all collection agency fees and reasonable attorneys' fees payable by Cox or its Affiliates in connection with enforcing Customer's payment obligations. In the event of any dispute with respect to an invoice, Customer must notify Cox in writing of, and provide a good faith basis for, such dispute within sixty (60) days of the date such amounts are due.

- 5.3 Taxes. Except for franchise taxes, commerce taxes, and taxes based upon the net income and personal property of Cox, Customer will be solely responsible for any taxes or other assessments imposed by governmental authorities in connection with Customer's use of or access to any Cox Product.
- 5.4 Fee Adjustments and Increases.
- (a) Right to Increase Fees Annually. Cox reserves the right to increase Fees for a Cox Product at any time, but only once each calendar year, by providing Email Notice to Customer at least forty-five (45) days in advance.
 - (b) Conversion Fees. In addition to other Fees, Cox may charge conversion or migration Fees, as may be further described in an Order Form, Additional Product Terms or Attachment, related to a change in Customer's DMS vendor or other Customer-utilized systems during the Subscription Term. Such conversion or migration Fees will be invoiced at the end of the month in which such Fees are incurred.
 - (c) Integrations. This paragraph will apply to the extent integration with Customer-utilized systems or Third Party Material is applicable to the Cox Product. Customer is responsible for paying any data integration surcharges associated with the applicable Third Party Materials in order for Customer to utilize any integration. Cox reserves the right to implement integration surcharge adjustments in connection with Customer's use of Third Party technology, software or services integrated with a Cox Product, including Customer-utilized systems and Third Party Materials as may be applicable. If Cox expects to implement any such data integration surcharge adjustments, Cox will endeavor to provide Customer with Email Notice reasonably in advance. Further, and without limiting Cox's rights and remedies, if Customer fails to pay timely the Subscription Fees and data integration surcharges for a Cox Product, Cox may suspend the integration for such Cox Product and charge Customer an additional one-time Fee (at Cox's then standard rate) in order to reactivate the integration. In addition, if, at any time, Customer requests Cox to provide integration for new systems or Third Party Materials, Cox may charge Customer additional one-time Fees and monthly integration surcharges.

6. Proprietary Rights and Licenses.

- 6.1 Cox Products and Third Party Materials. Except for the rights expressly granted to Customer under Section 2 above or in any Additional Product Terms or Attachment, Customer will not have any right, title or interest in or to any Cox Product, Third Party Materials or any other technology, materials or intellectual property of Cox, its Affiliates or Third Party Licensors, and nothing herein will effect a transfer of any intellectual property rights or any other ownership rights away from Cox, its Affiliates or Third Party Licensors. Cox and its Affiliates, Third Party Licensors and partners, as the case may be, reserve and retain all of their intellectual property rights and ownership rights, including to Third Party Materials.

6.2 Customer Data.

- (a) Cox respects and supports Customer's right to protect the Customer Data. As between Cox and Customer, Customer owns all rights, title and interest in the Customer Data. Customer grants Cox, its Affiliates, and their respective service providers hereunder the right to access, store, process and use Customer Data in connection with Customer's use of a Cox Product and otherwise for the benefit of Customer. As applicable to a Cox Product, Customer may request that Cox transmit Customer Data to a Third Party, and, upon such request, Cox will hereby be permitted to do so. Customer hereby authorizes and directs Cox and/or its Affiliates to syndicate Customer's automobile inventory data to www.autotrader.com and/or www.kbb.com, and Customer authorizes Cox to use Customer Data to create listing advertisements on behalf of Customer.
- (b) Customer also grants Cox, its Affiliates and service providers the right to use, and disclose in an aggregated manner (i.e., with data from other of Cox's customers), during and after the Subscription Term, Customer Data, for Cox and Affiliates' business purposes (including operating, maintaining and improving Cox Products); provided that disclosures will not be made in a manner that identifies, or could be used to identify, Customer or otherwise associates Customer with such data.

6.3 Analytics Data. Customer acknowledges and agrees that, as between the Parties, Cox (along with its Affiliates) owns and has the right to freely use and disclose Analytics Data for its business purposes, provided that Analytics Data may not be disclosed in a manner that identifies, or could be used to identify, Customer, or otherwise associates Customer with such data.

6.4 Customer Feedback. Customer also acknowledges and agrees that any Feedback from Customer (including any Customer Representatives) is submitted without any restrictions or expectations of confidentiality. As such, Customer (on behalf of itself and its Customer Representatives) hereby permits Cox to use, to allow others to use, or to assign the right to use, without compensation, restriction or further obligation of any kind, any Feedback for any purpose whatsoever, including publication or the creation of any intellectual property or derivative works of or relating to any Feedback.

6.5 Marks. Customer acknowledges that no rights or licenses are being granted to Customer or any Authorized User with respect to any Cox Marks, and Customer will obtain the written consent of Cox prior to any use or display of any Cox Mark by Customer or any Authorized User. Cox (and its Affiliates) will retain all intellectual property rights and all ownership rights in and to the Cox Marks.

- (b) Cox acknowledges that no rights or licenses are being granted to Cox or any Affiliates of Cox with respect to any Customer Marks, except that Cox may use Customer Marks in connection with the provision of Cox Products and related services to Customer. Cox otherwise will obtain the written consent of Customer prior to any use or display of any Customer Mark by Cox or any Cox Affiliate. Customer will retain all intellectual property rights and all ownership rights in and to the Customer Marks.

7. Confidential Information.

- 7.1 Confidentiality Obligations. The Receiving Party agrees not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of the services set forth in the applicable Order Form, and (except as otherwise authorized by the Disclosing Party in writing) disclose Confidential Information of the Disclosing Party only to its Personnel who need to know such information for purposes of fulfilling such Party's obligations or exercising such Party's rights relating to the services set forth in the applicable Order Form. The Receiving Party will keep the Confidential Information of the Disclosing Party confidential and secure, and protect it from unauthorized use or disclosure, by using at least the same degree of care as the Receiving Party employs to protect its own Confidential Information, but in no event less than reasonable care.
- 7.2 Compelled Disclosure. If the Receiving Party becomes legally compelled to disclose any Confidential Information of the Disclosing Party in a manner not otherwise permitted by these Master Subscription Terms, the Receiving Party will inform the Disclosing Party of the request with a prompt Legal Notice so that the Disclosing Party may seek a protective order or other appropriate remedy. If a protective order or similar order is not obtained by the date by which the Receiving Party must comply with the request, the Receiving Party may furnish that portion of the Confidential Information that it reasonably determines it is legally required to furnish. The Receiving Party will exercise reasonable efforts to obtain assurances that confidential treatment will be afforded to the Confidential Information so disclosed. This Section 7.2 will survive any termination of these Master Subscription Terms.
- 7.3 Injunctive Relief. Each Receiving Party acknowledges and agrees that the wrongful disclosure of any Confidential Information of the Disclosing Party may cause irreparable injury to such Party and its applicable Affiliates, and that remedies other than injunctive relief may be insufficient. Accordingly, the Disclosing Party will have the right to seek equitable and other injunctive relief to prevent any wrongful disclosure of any of its Confidential Information, as well as such damages and other relief to which such Party or its Affiliates may be entitled.
- 7.4 No Implied Rights. Each Party's Confidential Information will remain the property of that Party. Nothing contained in this Section 7 will be construed as obligating a Party to disclose its Confidential Information to the other Party, or as granting to or conferring on a Party any implied rights or license to the Confidential Information of the other Party.
- 7.5 Consumer Information. Access to, use of, and protection of Consumer Information by Cox or any Cox Affiliate is governed by the Data Access Addendum.
- 7.6 NOTICE TO NORTH CAROLINA CUSTOMERS. FOR ALL PRODUCTS THAT REASONABLY PERTAIN TO CONSUMER INFORMATION: THE ORDER FORM, THESE MASTER SUBSCRIPTION TERMS, ANY ADDITIONAL PRODUCT TERMS AND APPLICABLE ATTACHMENTS RELATE TO THE TRANSFER AND ACCESSING OF CONFIDENTIAL INFORMATION AND CONSUMER-RELATED DATA.

8. Representations and Warranties.

- 8.1 By Cox. Cox represents and warrants to Customer that:

- (a) Cox will comply at all times with all applicable Laws in connection with its making available any Cox Product, including applicable Privacy Laws;
- (b) Cox is the owner and/or the licensee of all intellectual property rights in and to all Cox Products, and has all necessary rights and licenses to fulfill its obligations and grant all rights granted to Customer herein;
- (c) Cox has all necessary rights and licenses to make the Third Party Materials available to Customer, subject to the terms and conditions herein;
- (d) Cox will use commercially reasonable efforts to avoid introducing any Malicious Code into the Cox Products; and
- (e) Cox will preserve and safeguard Customer Data as described in the Data Access Addendum.

8.2 By Customer. Customer represents and warrants to Cox that:

- (a) Customer will comply at all times with all applicable Laws in connection with the use of and access to a Cox Product, including all applicable Privacy Laws and Laws relating to unfair competition, deceptive trade practices, advertising, and consumer protection (and upon the request of Cox it will provide Cox with evidence of any required consumer consents);
- (b) Customer's entering into the applicable Order Form does not conflict with or violate any other agreement Customer may have with any Third Party;
- (c) Customer will make commercially reasonable efforts to ensure that any and all Customer Data provided hereunder will be kept true, accurate and complete, in all material respects, throughout the Term, and will inform Cox of any inaccuracies promptly after Customer discovers them;
- (d) With respect to Customer Data, OEM Data and Customer Resources, Customer has and will maintain all rights and licenses necessary to provide and make available to Cox and its Affiliates for purposes of the applicable Order Form, and use in connection with a Cox Product, and for Cox and its Affiliates for purposes of this Agreement, including to access, store and use Customer Data, OEM Data and Customer Resources in accordance with the terms herein; such use will not infringe or violate any rights of any Third Party;
- (e) For any integrations between a Cox Product and Customer-utilized systems, including a DMS, Customer has all rights and licenses necessary to grant Cox and its Affiliates access to such systems and the applicable data stored thereon, and any access, polling, copying, extraction and downloading of, modifying and exporting such data by Cox and its Affiliates in accordance with the applicable Order Form does not and will not infringe or violate any rights of any Third Party;
- (f) Customer will use commercially reasonable efforts to prevent any Malicious Code from being introduced into the Cox Products through Customer's and its Authorized Users' use; and

- (g) Customer presently maintains, and will continue to maintain and test periodically, appropriate information security measures and data protection safeguards consistent with industry standards and all applicable Privacy Laws, to ensure reasonable security and confidentiality of Credentials for any Cox Product or Third Party Interfaces, including (i) to protect the security, confidentiality and integrity of such Credentials, (ii) to protect against anticipated threats or hazards to the security, confidentiality and integrity of such Credentials, and (iii) to protect against any unauthorized access to or use of such Credentials.

9. Indemnification.

- 9.1 By Cox. Cox will indemnify and defend Customer 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 such claim arises from (a) an allegation that the use of a Cox Product in accordance with the applicable Order Form (including these Master Subscription Terms and any Additional Product Terms or Attachments) infringes or misappropriates such Third Party's intellectual property rights, (b) any breach by Cox of any representations or warranties, or (c) any claim with respect to the willful misconduct or gross negligence of Cox.
- 9.2 By Customer. 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 use of or access to any Cox Product or Third Party Material by or on behalf of Customer (subject to Cox's indemnification obligations in Section 9.1 above), (b) any use of or access to any Customer Data or Consumer Information by Cox and its Affiliates in accordance with the applicable Order Form (including these Master Subscription Terms and any Attachments), (c) any breach by Customer or any Customer Representative of any representations or warranties, (d) Cox's provision of an integration or otherwise transmitting any data to a Third Party as authorized by Customer, including with respect to data security and use of data, (e) any claim by a retail consumer of Customer or any other purchaser of any vehicle or any other Customer product or service, or (f) any claim with respect to the willful misconduct or gross negligence of Customer.

10. Limitations of Liability and Disclaimers.

- 10.1 LIABILITY LIMITATIONS. NEITHER PARTY (INCLUDING, IN THE CASE OF COX, ITS AFFILIATES, AND ITS THIRD PARTIES, INCLUDING ALL THIRD PARTY LICENSORS) WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, MULTIPLE, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING ANY DAMAGES RESULTING FROM ANY LOSS OF USE, LOSS OF DATA, LOSS OF PROFITS, LOSS OF BUSINESS OR OTHER ECONOMIC LOSS) ARISING OUT OF OR IN CONNECTION WITH THE APPLICABLE ORDER FORM OR THE USE OF ANY COX PRODUCT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ADDITIONALLY, THE AGGREGATE LIABILITY UNDER EACH ORDER FORM OF COX, ITS AFFILIATES AND ITS THIRD PARTIES (INCLUDING ALL THIRD PARTY LICENSORS), ON THE ONE HAND, AND CUSTOMER AND CUSTOMER REPRESENTATIVES, ON THE OTHER HAND, WILL BE EXPRESSLY LIMITED TO AN AMOUNT EQUAL TO THE

AMOUNT PAID BY CUSTOMER TO COX FOR THE AFFECTED COX PRODUCT UNDER THE APPLICABLE ORDER FORM IN THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY. THE FOREGOING LIMITATIONS OF LIABILITY WILL NOT APPLY TO (A) A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 9, (B) DAMAGES AND LOSSES RESULTING FROM CUSTOMER'S BREACH OF THE RESTRICTIONS IN SECTION 4, OR (C) A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, INCLUDING WITH RESPECT TO A PARTY'S BREACH OF SECTION 7 (CONFIDENTIAL INFORMATION) OR APPLICABLE PRIVACY LAWS.

- 10.2 **DISCLAIMERS.** CUSTOMER IS SOLELY RESPONSIBLE FOR THE ACCURACY AND CONTENT OF ANY CUSTOMER DATA. THE COX PRODUCTS ARE INTENDED ONLY TO FACILITATE THE MANAGEMENT AND OPERATION OF CERTAIN ASPECTS OF CUSTOMER'S BUSINESS AT THE AUTHORIZED CUSTOMER LOCATION(S). EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN, NEITHER COX NOR ANY OF ITS AFFILIATES (NOR ANY THIRD PARTY LICENSORS) MAKE ANY REPRESENTATION OR WARRANTY TO CUSTOMER OR ANY OTHER PERSON WITH RESPECT TO ANY COX PRODUCT (OR ANY THIRD PARTY MATERIALS OR THIRD PARTY INTERFACES), EXPRESS OR IMPLIED, INCLUDING ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY OF SUITABILITY, LEGALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR ANY OTHER REPRESENTATION OR WARRANTY OF ANY TYPE OR NATURE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, COX MAKES NO REPRESENTATION, WARRANTY OR COMMITMENT: (A) THAT THE COX PRODUCTS WILL OPERATE ERROR-FREE, WITHOUT INTERRUPTION OR IN ACCORDANCE WITH ANY SPECIFICATIONS; (B) THAT THE COX PRODUCTS ARE SUITABLE FOR ANY SPECIFIC PURPOSE, INCLUDING ANY ADVICE REGARDING THE VALUE, COSTS, PROFIT TARGETS, QUALITY OR SUITABILITY OF ANY PARTICULAR TRANSACTION, SALES STRATEGY OR OTHER BUSINESS PRACTICE; OR (C) AS TO THE ACCURACY OF ANY CONTENT OR DATA MADE AVAILABLE TO CUSTOMER THROUGH OR IN CONNECTION WITH THE COX PRODUCTS. IN NO WAY DOES ANY COX PRODUCT OR OTHER MATERIALS OR INFORMATION PROVIDED BY COX OR ITS AFFILIATES (INCLUDING, AS APPLICABLE AND WITHOUT LIMITATION, ANY FORM CONTRACTS, MENUS, DISCLAIMERS, PRIVACY POLICIES, OR TERMS AND CONDITIONS) CONSTITUTE LEGAL ADVICE. COX IS NOT ENGAGED IN THE PRACTICE OF LAW OR IN PROVIDING LEGAL OR COMPLIANCE SERVICES. ACCORDINGLY, CUSTOMER SHOULD CONSULT WITH ITS OWN LEGAL ADVISOR FOR LEGAL ADVICE RELATING TO ANY COX PRODUCT.

11. Arbitration and Class Waiver.

- 11.1 **Arbitration.** Customer agrees to arbitrate any dispute or claim that it may have with Cox or its Affiliates that arises out of or relates in any way to the applicable Order Form or Customer's use of or access to any Cox Product. Such arbitration will be final and binding. If Cox elects in its discretion to submit to arbitration any dispute or claim that it may have against Customer, any such arbitration will be governed by the provisions of this Section 11.

- 11.2 Class Waiver. Any arbitration proceeding under this Section 11 will take place on an individual basis. Class arbitrations and class or representative proceedings of any kind are not permitted and Customer expressly waives its ability to participate in a class or representative proceeding against Cox or its Affiliates. If the arbitration clause is found inapplicable to Customer's dispute with Cox, this class waiver will continue to apply in litigation. Customer agrees that this class waiver is an essential element of the agreement between Customer and Cox and that this class waiver may not be severed. In the event that this class waiver is deemed invalid or unenforceable, then the entire agreement to arbitrate in this Section 11 will be null and void.
- 11.3 Arbitrator Authority. Any dispute or claim subject to arbitration pursuant to this Section 11 must be submitted to binding arbitration before a single arbitrator administered by JAMS pursuant to JAMS Streamlined Rules. The arbitrator will be bound by and will strictly enforce these Master Subscription Terms and any other applicable Additional Product Terms, Attachments and/or Order Forms between Customer and Cox, including any limitations of liability contained therein, and may not limit, expand or otherwise modify any of the provisions of the foregoing. Any arbitration will be held in Atlanta, Georgia, unless otherwise agreed upon by the Parties in writing. Each Party will bear its own expenses in the arbitration and will share equally the costs of the arbitration; *provided, however*, that the arbitrator will award the applicable Party any costs and fees to which it may be entitled under Section 9 in connection with any indemnification claim. Customer agrees that its transactions with Cox evidence transactions in interstate commerce, and that the Federal Arbitration Act therefore governs the interpretation and enforcement of this Section 11 (notwithstanding the application of Georgia Law to any underlying claims). Customer also agrees that this Section 11 survives any termination of these Mater Subscription Terms.

12. Miscellaneous.

- 12.1 Notices. All Legal Notices required or permitted to be given by a Party must be (a) in writing; (b) sent by commercial delivery service or certified mail, return receipt requested; and (c) deemed to have been given on the date set forth in the records of the delivery service or on the return receipt. Email Notices will be deemed to have been given upon receipt of the email (regardless of whether the email is opened), which may be evidenced by "delivery receipt" received by the sender.
- 12.2 Order Form Effectiveness.
- (a) Where the applicable Order Form is an online form or set of terms, such Order Form will be made effective by Customer's acceptance of the terms through Customer's "checkbox" submission or other similar electronic means.
 - (b) Order Forms may be executed in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of the Parties need not appear on the same counterpart. A Party may submit an executed counterpart via scanned PDF, which will be treated as an originally-signed document.
 - (c) Certain Order Forms may be executed by means of electronic or digital signatures. Any such electronic or digital signature will be deemed to satisfy all requirements imposed on electronic or digital signatures under the Electronic Signatures in

Global and National Commerce Act (E-SIGN), and any similar Laws relating to the validity or enforceability of electronic or digital signatures.

- 12.3 Governing Law and Forum. Any disputes arising from or related to an Order Form will be governed and construed in accordance with the Laws of the State of Georgia, without regard to its conflict of Laws principles. Any action to enforce any arbitration proceeding, and any other legal action, suit or proceeding that is not otherwise subject to mandatory arbitration pursuant to Section 11 and arises under or relates to such Order Form, and any Attachments, or the use of any Cox Products, will be filed exclusively in a state or federal court located in Fulton County, Georgia, and Customer consents to such forum and irrevocably and unconditionally waives any objection to the laying of venue in such forum.
- 12.4 Order of Precedence. In the event of any conflict in contract terms, and unless otherwise specified expressly on the Order Form, the order of precedence will be, from highest to lowest priority: (a) the terms appearing in the applicable Order Form, (b) the terms of any Additional Product Terms, (c) the terms of any Attachment, and (d) these Master Subscription Terms. Contract terms will not be interpreted strictly against a Party by virtue of such Party's role in preparing or drafting them.
- 12.5 Amendments and Modifications. Any amendments or modifications of these Master Subscription Terms, any Attachments, or the applicable Order Forms will only be effective if in writing and signed by each Party.
- 12.6 Force Majeure. Neither Party will be liable for any failure or delay in performing any obligation (except the requirement to pay Fees) to the extent such failure or delay is attributable to causes beyond its reasonable control. Such causes include natural catastrophes, strikes or labor difficulties, denial of service attacks, internet or Third Party hardware or service failures, telecommunication failures, any act of God or other condition or event outside a Party's reasonable control, to the extent not occasioned by the fault or negligence of the delayed Party.
- 12.7 Cooperation and Access to Authorized Customer Locations. If Customer subscribes to a Cox Product that requires Customer action or cooperation prior to implementation or that requires Cox to enter an Authorized Customer Location to complete set-up services, Customer agrees it will complete all necessary actions and, as applicable, will allow Cox personnel or contractors to access its premises, as needed, to set-up the Cox Product. Cox may treat Customer's failure to complete such required actions within a reasonable time determined by Cox, or Customer's failure to allow Cox such access within twenty (20) days of Cox's request for entry, as a material breach.
- 12.8 Third Party Licensor Rights. A Third Party Licensor may enforce this Agreement as a third party beneficiary solely with respect to use of any of its Third Party Materials; and neither Customer nor Cox may modify or terminate any of Customer's obligations in a way that would adversely impact the rights of any such Third Party Licensor adversely. Otherwise, the applicable Order Form is not intended to confer upon any person or entity the right to enforce any rights or remedies hereunder.
- 12.9 Entire Agreement. The Order Form – including these Master Subscription Terms and any Attachments – constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings between the Parties with respect to such matters, whether oral or written. No terms stated in any other

Customer purchase order, privacy agreement, vendor agreement or other Customer form agreement will be incorporated into or form any part of the applicable Order Form (including these Master Subscription Terms and any Attachments) unless such document is signed by an officer of Cox and explicitly references such Order Form and states that it is intended to modify such Order Form. Notwithstanding anything herein to the contrary, to the extent there is any conflict between this agreement and other agreements Customer currently has, has had in the past, or may have in the future with Cox Automotive, Inc. or its Affiliates regarding products or services outside the scope of the Order Form, those other agreements will continue to control with respect to such products and services.

- 12.10 Non-Waiver and Severability. The failure of either Party to enforce any provision of these Master Subscription Terms will not be deemed a waiver of such provision or of the right of such Party thereafter to enforce such provision. If any provision is deemed invalid or prohibited by Law, such provision will, if possible, be deemed to be restated to reflect as nearly as possible the original intentions of the Parties in accordance with applicable Law. In any event, the remainder of the provisions will remain in full force and effect.
- 12.11 Headings. The headings used in these Master Subscription Terms are used for convenience only and are not to be considered in construing or interpreting these Terms and Conditions.
- 12.12 Remedies Cumulative. Except as otherwise expressly provided in the applicable Order Form (including these Master Subscription Terms, any Additional Product Terms and any Attachments), all remedies provided herein are cumulative and in addition to and not in lieu of any other remedies available to a Party in connection with such Order Form, or at law or in equity.
- 12.13 Survival. In addition to any provisions above that expressly state that they survive termination, any provisions above that should reasonably survive termination in accordance with their respective terms will also so survive, as will any outstanding payment or tax obligation hereunder, and any cause of action or claim of either Party, whether in law or in equity.
- 12.14 Assignment. Customer may not assign the applicable Order Form or any rights or obligations under such Order Form, whether by operation of Law or otherwise, without the prior written consent of Cox (which may be withheld in its sole discretion). Cox may assign the applicable Order Form upon Email Notice to Customer.