vAuto
LIVE MARKET VIEW

TERMS AND CONDITIONS

The Products specified on Order Forms hereunder are subject to these Master Terms and Conditions, and any product-specific Supplemental Terms and Conditions set forth on an attached Appendix and/or on the applicable Order Form. These Master Terms and Conditions, together with the Order Form and any applicable Supplemental Terms and Conditions (collectively, the **"Agreement"**), set forth the terms under which the Products are being licensed or otherwise made available to Dealer. By Accepting the Agreement, the individual signing up represents that he or she is authorized by Dealer to sign up and is agreeing to be bound by this Agreement, both individually and on behalf of Dealer. Please read this Agreement (including any Supplemental Terms and Conditions) carefully prior to Accepting, using or accessing any Product.

1. **Definitions.**

   a. **"Accept"** or **"Accepting"** or **"Acceptance"** means using or accessing any Product, or signing the Order Form or clicking the "submit", "order", "agree" or other similar acknowledgement to purchase or subscribe to any Product.

   b. **"Affiliate"** means a business entity that, directly or indirectly, controls, is controlled by, or is under common control with, another business entity. For purposes of this definition only, the term **"control"** means legal, beneficial, or equitable ownership, directly or indirectly, of a business entity.

   c. **"Affiliate Materials"** means data or other materials made available by Provider's Affiliates, which may include vehicle description information, valuation and pricing data, vehicle sales data and other related materials being licensed or sublicensed by such Affiliates.

   d. **"Authorized Users"** means Dealer Personnel that have been issued a username, password or other log-in credentials to access the Product(s) in accordance with this Agreement.

   e. **"Confidential Information"** means non-public information that the Disclosing Party provides to the Receiving Party during the Term that is identified in writing at the time of disclosure as confidential or that the Receiving Party knows or reasonably should know is considered confidential by the Disclosing Party given the nature of the information disclosed and the circumstances of such disclosure.

   f. **"Consumer Data"** means any personally identifiable information (as defined under the Gramm-Leach-Bliley Act) or any similar personal data or consumer information that is subject to special treatment under any federal or state consumer protection Law.

   g. **"Dealer"** means an automobile dealership in the United States or Canada that sells and services motor vehicles under an agreement with a vehicle manufacturer.

   h. **"Dealer Data"** means Dealer DMS Data, and any data or information that Dealer or any Authorized User may upload, store, maintain or transmit through any Product.

   i. **"Dealer DMS Data"** means data or information stored or maintained in Dealer's DMS, including, vehicle inventory data, vehicle specifications and descriptions, photographs, Vehicle Identification Numbers (VINs), valuation and pricing information and any other data or information relating to Dealer's business.

   j. **"Dealer Location"** means the specific physical Dealer location(s) identified on the applicable Order Form.

   k. **"Dealer Personnel"** means all officers and employees of Dealer.

   l. **"Disclosing Party"** means the Party that provides Confidential Information to the Receiving Party during the Term.

   m. **"DMS"** means a dealer management system, which is an enterprise management information system offered specifically for automotive industry car dealerships.

   n. **"Feedback"** means any information, suggestions, ideas, enhancement requests, recommendations, comments and other feedback that Dealer or any Authorized User may disclose, transmit or offer to Provider or its Affiliates with respect to any Product or Generated Content, or with respect to any underlying technology or Intellectual Property comprising any of the foregoing.

   o. **"Fees"** means, collectively, all fees due and payable from Dealer to Provider or Provider's Affiliates hereunder, including Subscription Fees, Setup Fees, and Miscellaneous Fees.

   p. **"Force Majeure Event"** means a circumstance whereby a Party's delay in performing its obligations hereunder is due to causes beyond such Party's reasonable control, including fire, flood, earthquake or acts of God, acts of war, acts of a public enemy, labor disruptions affecting employers generally, acts of a nation or any state, territory, or other political division, terrorism, riots, civil disorders, epidemics, theft, quarantine restrictions, internet or other service disruptions involving hardware, software or power systems not within such Party's reasonable control (including denial of service attacks or unauthorized network intrusions).

   q. **"Generated Content"** means data, information, content or other materials that may be generated by or through Products.

   r. **"Initial Term"** means the initial Subscription period specified on the applicable Order Form.

s. **"Intellectual Property"** means anything that is or could be protected by the intellectual property laws of the United States or of any other country, including laws relating to patents, copyrights, trademarks, service marks, trade names, domain names and trade secrets; and **"Intellectual Property Rights"** means any patents, copyrights, trademarks, service marks, trade names, domain name rights and trade secret rights, internationally.

t. **"JAMS"** means the organization formerly known as Judicial Arbitration and Mediation Services, Inc., which provides alternative dispute resolution services; information regarding JAMS is available at the following URL: http://www.jamsadr.com; and **"JAMS Streamlined Rules"** means the JAMS Streamlined Arbitration Rules and Procedures, then-current versions of which are available at the following URL: http://www.jamsadr.com/rules-streamlined-arbitration/.

u. **"Laws"** means all applicable federal, state and local laws, regulations, rules, ordinances and other decrees of any governmental authority.

v. **"Malicious Code"** means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

w. **"Miscellaneous Fees"** means any fees, charges or other amounts associated with the Products, Online Platforms or any Generated Content, other than Setup Fees and Subscription Fees.

x. "**Mobile Application"** means a mobile or tablet website or application.

y. **"Order Form"** means, as applicable, either: (a) a Provider-approved ordering document that is executed by a Dealer and transmitted by such Dealer to Provider, and/or (b) the purchase or subscription confirmation page displayed on the applicable Provider website upon Dealer's completion Provider's online checkout process.

z. **"Online Platform"** means a Provider SaaS Product hereunder.

aa. **"Party"** means Dealer or Provider, individually, as applicable; and "Parties" means Dealer and Provider, collectively.

ab. **"Performance Data"** means data that is generated by an Online Platform, including, but not limited to, log, performance, usage, referral, search term, pixel, session, cookie, flash local storage object, beacon, and other web analytics data. For avoidance of doubt, Performance Data does not include Dealership Data.

ac. **"Personal Information"** means information that may be used to identify or locate a natural person, including, but not limited to, the following: (a) first and last name, physical address, telephone number or driver's license number; or (b) any other information that has the capacity to identify or locate a specific person.

ad. **"Privacy Laws"** means all applicable privacy Laws and information security Laws as they exist and are amended from time to time, relating to: (i) data privacy, security, integrity, confidentiality, communications, use, collection, processing and storage, and (ii) 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), Canada's Personal Information Protection and Electronic Documents Act (PIPEDA), and Canada's Anti-Spam Legislation (CASL).

ae. **"Product"** means a software product or service identified on an Order Form used to purchase or subscribe to such product or services, the Product Content and the Product Data, and "Products" refers, collectively, to all of the software products and services that may be identified on an Order Form hereunder.

af. **"Product Content"** shall mean the software, object code, images, graphics, icons, logos, text (including without limitation tutorials, user manuals, help files and other documentation), structured text (including without limitation CSS, XML and HTML data) and multimedia data contained in or made available through the Product.

ag. **"Product Data"** means any data provided with the Product, including but not limited to the auction data, vehicle availability, values and pricing, reports, and/or vehicle specifications, and constitutes proprietary information of Provider or its licensors.

ah. **"Provider"** means Cox Automotive, Inc., or one of its Affiliates, as specified on the applicable Order Form.

ai. **"Provider Marks"** means any name, logo, trademark or service mark of Provider or its Affiliates.

aj. **"Receiving Party"** means the Party that receives Confidential Information from the Disclosing Party during the Term.

ak. **"Renewal Term"** means each renewal of a Subscription following the applicable Initial Term, with the period of such Subscription renewal being monthly unless specified otherwise in the applicable Order Form.

al. **"SaaS"** means internet-based multi-tenant software-as-a-service offerings comprised of application software and associated data with access to and use of such offerings being available solely on a subscription basis.

am. **"Set-up Fees"** mean any one-time set-up, installation, implementation or similar fees associated with configuration and deployment of a Product pursuant to an Order Form.

an. **"Subscription"** means the right to access and use a Product during the Term.

ao. **"Subscription Fees"** mean the recurring subscription fees for the Products to which Dealer is subscribed pursuant to an Order Form.

ap. **"Supplemental Terms and Conditions"** means any special product-specific terms and conditions set forth on the attached Appendices, or such additional terms and conditions as may be agreed upon by the Parties and set forth on the applicable Order Form.

aq. **"Taxes"** means any direct or indirect federal, state, and/or local sales, use, excise, withholding, stamp or similar taxes and any duties, tariffs, levies and other similar governmental assessments or charges.

ar. **"Term"** means the Initial Term and any Renewal Term(s) of a Subscription under this Agreement and the applicable Order Form.

as. **"Terms of Service"** means Provider and/or Provider Affiliate terms and conditions that are applicable to an Authorized User's access to and use of a Product.

at. **"Third Party"** means any person or entity that is neither a Party nor an Affiliate of a Party.

au. **"Third Party Materials"** means data or other materials made available by a Third Party, which may include vehicle description information, valuation and pricing data, vehicle sales data and other related materials being licensed or sublicensed by such Third Party.

av. **"Third Party Terms and Conditions"** means any applicable terms and conditions or other agreements with an applicable Third Party licensor with respect to Third Party Materials.

2. **Product Orders.** Upon Dealer's Acceptance of an Order Form, the applicable Subscription(s) to the Product(s) identified on such **Order Form** will commence. Dealer acknowledges and agrees that (i) Order Forms may be executed via Provider's established electronic processes (e.g., digital signature, click-wrap), and (ii) any such Provider-established process for Acceptance of Order Forms will be deemed effective to constitute the valid signature of Dealer. For avoidance of doubt, any electronic or digital signature affixed to an Order Form 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. Unless set-up and installation of the Product(s) is specifically provided for on the applicable Order Form, the Products will be made available to Dealer and its Authorized Users through either an **Online Platform**, or an application or software program installed by Dealer onto its system(s). Dealer will be solely responsible for any software, hardware, connection, and other equipment that may be necessary in order for Dealer and its Authorized Users to install, access and/or use any Product. The Products are intended only to facilitate the management and operation of certain aspects of Dealer's automotive sales business at the Dealer Location(s). The Products are not a referral or advisory service and do not recommend or endorse any particular transaction, or any vehicle purchasing, marketing or sales strategy or any other approach or practice with respect to Dealer's business or operations.

3. **Authorized Dealer Location(s).** Subject to Dealer's compliance with this Agreement, including payment of all Fees, Provider will provide and make available to Dealer and its Authorized Users the Product(s) identified on any Order Form. Unless otherwise specifically set forth on the applicable Order Form, any subscription or license to the Product(s) is provided to, and may only be used for and by, the specific Authorized Dealer Location set forth on an applicable Order Form (irrespective of whether any other **Authorized Dealer Locations** are owned or otherwise affiliated with Dealer).

4. **License to Product(s).** Provider grants to Dealer and its Authorized Users a limited, non-exclusive, non-sublicensable (unless permitted expressly in Supplemental Terms and Conditions) and non-transferable right and license to use and access the Product(s) to which Dealer is subscribed, along with certain **Generated Content** (as may be set forth expressly in applicable Supplemental Terms and Conditions), in each case solely for the purpose of managing and operating Dealer's automotive sales business at the Authorized Dealer Location(s) in the ordinary course. Basic email and telephone technical support is included as part of the license to each Product. Any additional technical or support services offered to Dealer must be specifically identified on the applicable Order Form. No customization, programming or software or application development, or any other professional services, are included as part of the subscription or license to any Product, except configurations that are standard for such product, or subject to Supplemental Terms and Conditions, or otherwise provided in a written agreement executed between Dealer and a Provider.

5. **Authorized User(s).** Provider will issue to Authorized Users designated by Dealer a username, password and any other log-in credentials necessary to access the Products (except in the case of Products that allow a Dealer "admin" or other user to directly issue such log-in credentials to Authorized Users). Authorized Users may be required to Accept certain **Terms of Service**. Any username, password or other log-in credentials issued by Provider or Dealer to any Authorized User for purposes of accessing any Product or Online Platform is confidential and may not be shared with any Third Party, and will be used only by the Authorized User to whom issued. Any unauthorized use or disclosure of any Dealer or Authorized User log-in credentials or any other account information shall be immediately reported to Provider in writing (email shall be sufficient). Dealer shall be responsible and liable for all actions taken through or under any username, password or other log-in credentials issued to, or established by, Dealer or that may be taken by Dealer Personnel, including Authorized Users, in connection with access to and/or use of any Product(s) or Generated Content, including any unauthorized use of any Product(s) and/or Generated Content, or any other violation of this Agreement, any Terms of Service or any Third Party Terms and Conditions.

6. **Restrictions.** Neither Dealer nor any Authorized User shall: (a) use or access any Product or use or publish any Generated Content in a manner not expressly authorized under Section 4; (b) except as otherwise permitted in the Appendices, offer, sell, rent, lease, sublicense, transfer, distribute or provide access to or otherwise make available to any Third Party any Product or Generated Content or any documentation or other information relating thereto; (c) reproduce, modify, translate, reverse engineer, decompile or disassemble any Product, Product Content, and/or Product Data, or develop or create any derivative works of or relating to any Product or any underlying technology or intellectual property comprising any Product or Online Platform; (d) scrape or data-mine any Product, Online Platform or any other website of Provider or its Affiliates (including through the use of any robot, spider or other automated device); (e) publish, transfer, license, distribute or export any Generated Content or other data from any Product or Online Platform, other than by using the content export function provided as part of the applicable Product; provided that in no event may Dealer use such exported content other than in the ordinary course of its business (which shall not include offering, licensing, selling, publishing or otherwise distributing Generated Content to third parties independently of Dealer's automotive sales business); (f) violate any Law or any Intellectual Property Rights or other rights of any third party in connection with any use of or access to any Product or Online Platform, or in connection with any use, display or publication of any Generated Content; (g) challenge, cooperate with any Third Party in challenging, or assist any Third Party in challenging any right or interest that Provider or its Affiliates may have in or to any Product(s), or any underlying technology, processes or Intellectual Property comprising

such Product(s), or any Provider Mark; (h) access or use any Product(s) or Generated Content for any competitive purpose, or for purposes of developing or promoting any competing product or service; or (i) take any action, the intent or likely effect of which would be to cause harm to the business or reputation of Provider or its Affiliates.

7. **Dealer Data.** Dealer is solely responsible for the accuracy and content of any **Dealer Data**. Except as provided for in an Appendices, the Products and Online Platforms are not intended to store, maintain or transmit any personally identifiable information (as defined under the Graham-Leach-Bliley Act) or any similar **Consumer Data**, and neither Dealer nor any Authorized User or other Dealer Personnel may upload, store or maintain any Malicious Code on or within any Product or Online Platform, or otherwise transmit any Consumer Data through any Product or Online Platform. Dealer has and shall retain sole responsibility for ensuring that no Dealer Data constitutes or contains any Consumer Data.

8. **Proprietary Rights.** Except for the rights expressly granted to Dealer and its Authorized Users under Section 4, neither Dealer nor any Authorized User shall have any right, title or interest in or to any Product(s) or any underlying technology or Intellectual Property comprising any Product(s), and nothing in this Agreement or in any Order Form shall effect a transfer of any Intellectual Property Rights or any other ownership right from Provider or its Affiliates, on the one hand, to Dealer or any Authorized User or any other Third Party, on the other hand. Dealer acknowledges that no rights or licenses are being granted to Dealer or any Authorized User with respect to any **Provider Marks**, and Dealer shall obtain the written consent of Provider prior to any use or display of any Provider Mark by Dealer or any Authorized User. Provider and its licensors, as the case may be, shall retain all Intellectual Property Rights and all ownership rights in and to the Products, the Online Platforms and all Provider Marks. If, at any time, Dealer becomes aware of any actual or potential infringement or unauthorized use of any Product(s) or Provider Mark or any other violation or infringement of any Intellectual Property Rights of Provider or its Affiliates, Dealer shall immediately notify Provider in writing of such infringement or unauthorized use.

9. **Feedback.** Dealer (on behalf of itself and its Authorized Users and other Dealer Personnel) hereby (a) assigns to Provider without compensation or further obligation of any kind, all rights and interests now known or hereafter existing to use, allow others to use, or to assign the right to use, any Feedback, and (b) agrees that Feedback may be used by Provider or its Affiliates (or any successor or transferee of any of the foregoing) without restriction and for any purpose whatsoever, commercial or otherwise, including, without limitation, any reproduction, modification, adaptation, publication, transmission, public performance or display of any Feedback, or the creation of any derivative works of or relating to any Feedback. For avoidance of doubt, all Feedback is submitted without any restrictions or expectation of confidentiality.

10. **DMS Integration.** To the extent any Product is designed for integration with Dealer's **DMS**, Dealer expressly authorizes and grants permission to Provider and its Affiliates to access such DMS through any interconnect, bridge or other device or method for the purpose of accessing, polling, copying, extracting, writing, modifying and downloading **Dealer DMS Data**. Provider and its Affiliates may use the Dealer DMS Data in connection with (a) developing or producing any Generated Content; (b) VIN decoding on Dealer's behalf; (c) publishing, distributing or otherwise disseminating any Generated Content to Dealer-authorized Third Parties as intended by the Product; or (d) providing any other service to Dealer. Dealer shall promptly notify Provider in writing in the event that Dealer identifies any errors or omissions with respect to any Dealer DMS Data. Provider may be required by law, rule or regulation to make the following disclosure: NOTICE TO NORTH CAROLINA DEALERS: THIS AGREEMENT RELATES TO THE TRANSFER AND ACCESSING OF CONFIDENTIAL INFORMATION AND CONSUMER RELATED DATA.

11. **Third Party Materials.** The Products may integrate or incorporate certain **Third Party Materials**. Third Party Materials are offered and made available by the applicable third party licensor or other provider, and not by Provider, and any integration, incorporation or use of any Third Party Materials by Dealer or any Authorized User is subject to the terms and conditions of this Agreement and any applicable **Third Party Terms and Conditions**. Provider shall in no event be responsible or liable to Dealer or any other party for any Third Party Materials or any use thereof by Dealer or any Authorized User or other Dealer Personnel. Dealer acknowledges that any Third Party Materials may not be available to Dealer or any Authorized User and that such Third Party Materials may not be integrated or incorporated into any Product, Online Platform or Generated Content.

12. **Fees and Payments.** In exchange for the rights and licenses granted to Dealer in this Agreement, Dealer shall pay to Provider the **Set-up Fees**, **Subscription Fees**, and **Miscellaneous Fees** set forth in the applicable Order Form. If any "trial period" is provided with respect to a Product, it shall be noted on the Order Form and, following expiration of the trial period, Fees shall be payable as provided in the Order Form. To the extent Dealer desires to terminate a Product subject to a trial period, it shall notify Provider in writing (email shall be sufficient) of such termination prior to the expiration of any such trial period. All Fees are non-refundable unless specifically indicated otherwise on the applicable Order Form. In the event of any dispute with respect to an invoice or other billing related issue, Dealer must notify Provider in writing of such dispute or issue within sixty (60) days of the date set forth on the applicable invoice or billing statement. Any amounts invoiced to Dealer are due and payable in full within thirty (30) days of the date set forth on the applicable invoice (unless otherwise set forth in the applicable Order Form). Interest may be charged on any late payment at a rate equal to the lesser of one and one-half percent (1.5%) per month, or the highest rate permitted by Law. Dealer shall be solely responsible for any Taxes payable to, or assessments made by, any governmental or taxing authority in connection with Dealer's use of or access to any Product, or any use, display or publication of any Generated Content.

13. **Subscription Term.** This Agreement shall continue in full force and effect at all times during which Dealer has a Subscription to any Product or Generated Content. Dealer's subscription to the Products shall be for the Initial Term specified on the applicable Order Form. The Initial Term for any Product shall commence on the date set forth on the applicable Order Form, or, if no commencement date is set forth on the applicable Order Form, the date on which Dealer or any Authorized User is first provided access to such Product by Provider. Unless otherwise set forth on the applicable Order Form, Dealer's Subscription to any Product shall automatically renew, on a month-to-month basis, at the end of the applicable Initial Term, with each such month constituting a **Renewal Term**, until such Subscription is terminated or cancelled by a party pursuant to Section 14.

14. **Termination; Subscription Cancellation.**

    a. Either Party may terminate this Agreement at any time after the Initial Term by providing the other Party with 30 days prior written notice. At Provider's election, this Agreement or any applicable Order Form may be immediately terminated by Provider: (i) upon any material breach by Dealer or any Authorized User or other Dealer Personnel of this Agreement or any Terms of Service which has not been cured within ten (10) days after notice of such breach is provided to Dealer; (ii) upon the filing of any bankruptcy, insolvency or other similar petition or filing by, on behalf of, or against Dealer or its parent company; or (iii) in the event that Provider reasonably believes that Dealer or any Authorized User or other Dealer Personnel has or is violating any of the restrictions or other agreements set forth in Section 1, 3, 4, 6, 7, 8, or 18. If Dealer defaults on its obligations to any Provider, any other Provider, and any Affiliate with contractual relationships with Dealer, in the sole discretion of each separate entity, shall be entitled to declare a cross-default on any other contracts or obligations Dealer has with Provider or its Affiliate, as the case may be, including termination of Product(s) offered by such other Provider. Dealer may terminate any Order Form in the event of any material breach by Provider of this Agreement that relates directly to the Product(s) subscribed to by Dealer under such Order Form, which has not been cured within thirty (30) days after written notice of such breach is provided to Provider.

    b. Dealer acknowledges that Provider shall have the right at any time to cease offering any Product or Online Platform to Dealer, or to modify or change any Product or Online Platform or any feature or functionality thereof (including, without limitation, in any case where Provider believes that an Product or any feature or functionality thereof, or any Online Platform, may infringe or otherwise violate the Intellectual Property Rights of any Third Party, or any Law), in each case without notice to Dealer. Provider may also elect to cease doing business with Dealer at any time, with or without cause, and may cancel or terminate any subscription or license to the Products in connection therewith by providing notice to Dealer of such cancellation or termination. Dealer may terminate or cancel its subscription to any Product as provided for in the applicable Order Form or this Agreement. In the event that Dealer cancels any Product that was ordered or subscribed to as part of a bundle of Product(s) or other Provider products, but does not cancel all of the Products and other Provider products included as part of the bundle, Provider may adjust the Fees for the Products and other Provider products that are not being cancelled so that they are consistent with the Fees that would have been charged to Dealer if each of the Products and other Provider products had been purchased or subscribed to separately and on an à la carte basis by Dealer. Any proper termination or cancellation by Dealer of its Subscription will be processed by Provider by no later than the end of the calendar month following the month in which notice was received. There shall be no prorations of any Fees.

    c. Upon any termination or expiration of this Agreement, all rights, obligations and licenses granted to Dealer and its Authorized Users hereunder shall immediately and automatically terminate, and any unpaid Fees due hereunder shall be immediately due and payable. For purposes of clarification, Dealer may keep copies of the Product Content and/or Product Data previously printed, accessed and/or stored by Dealer for archival purposes. The provisions of Sections 1, the last sentence of section 2, 6, 7, 8, 9, 10, 12, 13, 14.C, 16, 18 through 23, and 25 through 28 shall survive any termination or expiration of this Agreement.

15. **Representations and Warranties.**

    a. Dealer represents and warrants to Provider that (a) it is a corporation, limited liability company or other lawfully formed business entity that has been duly organized and that is validly existing and in good standing under the Laws of the state in which it was organized; (b) it has obtained and shall maintain the power and authority to enter into this Agreement and any Order Form and to undertake all obligations hereunder and thereunder, in each case without the consent of any other person or entity; (c) it is not a party to any contract or agreement or any litigation that would prohibit or restrict it from entering into this Agreement or any Order Form or otherwise performing any of its obligations hereunder or thereunder; (d) it and its Authorized Users will comply at all times with all Laws, including all Laws relating to privacy, unfair competition, deceptive trade practices, and advertising, and any consumer protection Laws (and it shall provide Provider with evidence of such compliance upon the request of Provider); (e) use of and access to the Product(s) and any Generated Content by it and its Authorized Users and **Dealer Personnel** do not infringe or otherwise violate any **Intellectual Property Rights** or any other rights of any Third Party; (f) to the extent any Product is designed for integration with any DMS System, Dealer has all rights and licenses necessary to grant Provider and its Affiliates access to such DMS System and to provide the applicable Dealer DMS Data stored thereon to Provider and its Affiliates, in each case as provided for in Section 10, and any access, polling, copying, extraction and downloading of, modifying and exporting such Dealer DMS Data and any use thereof by Provider and its Affiliates as set forth in Section 10 does not and will not infringe or violate the Intellectual Property Rights and other contractual rights of any Third Party; (g) it will keep Consumer Data to which Provider is granted access under any Order Form(s) true, accurate and complete, in all material respects, throughout the applicable Term; and (h) it shall inform all Authorized Users and other Dealer Personnel that they are subject to the terms and provisions set forth in this Agreement and in any applicable Terms of Service.

    b. Provider represents and warrants that in the event that Provider has access to Consumer Data, it will maintain information security measures and data protection safeguards consistent with applicable Privacy Laws and designed to ensure reasonable protection of Consumer Data, to include protecting the security, integrity, privacy and confidentiality of such data against: (1) anticipated threats or hazards to the security or integrity of such information, and (2) unauthorized access or use.

16. **Indemnification.** Dealer shall, at its expense, defend, indemnify and hold harmless Provider and its Affiliates, and its and their respective licensors and service providers (including any licensor or other provider of Third Party Materials), and the officers, employees, representatives and agents of each of the foregoing (collectively, the **"Provider Related Parties"**), from and against any and all claims, judgments, losses, damages, demands, payments, fines, costs, expenses (including reasonable attorneys' fees and court costs), liabilities and recoveries of any nature or description incurred by any Provider Related Party, in each case to the extent arising from or in any way relating to (a) any breach or alleged breach by Dealer or any Authorized User or other Dealer Personnel of any representation, warranty, covenant or other provision set forth in this Agreement or in any applicable Terms of Service or Third Party Terms and Conditions; (b) any use of or access to any Product, Online Platform or Generated Content (including the publication, distribution or other dissemination of any Generated Content) enabled by Dealer Personnel; or (c) any claim by a retail consumer of Dealer or any other purchaser of any vehicle or any other Dealer product or service.

17. **Confidential Information.** Dealer agrees not to disclose or allow any Dealer Personnel to disclose, and not to use or allow to be used other than as set forth in this Agreement, any information or materials that are provided or otherwise disclosed by or on behalf of Provider or its Affiliates that are designated as "Confidential" or "Proprietary," or that in any way relate to any Product or Online Platform or any other aspect of the business or operations of Provider or its Affiliates, including, without limitation, any information or materials relating to the operations, customers, contractors, distributors, software, technology, products, services or marketing plans of Provider or its Affiliates (collectively, **"Provider Confidential Information"**). Provider agrees not to disclose and not to use or allow to be used other than as set forth in this Agreement, any information or materials that are provided or otherwise disclosed by or on behalf of Dealer that at the time of disclosure are designated as "Confidential" or "Proprietary" (**"Dealer Confidential Information"**). Provider Confidential Information and Dealer Confidential Information may collectively be referred to herein as "Confidential Information." Confidential Information shall not include information that (a) is or becomes generally available to the public other than as a result of a wrongful disclosure by the Receiving Party or Receiving Party's Representatives; (b) was in the Receiving Party's possession or known to it prior to receipt from the Disclosing Party provided that the Receiving Party did not obtain such information through improper means; (c) 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; (d) is developed independently by the Receiving Party; or (e) was generally made available to third parties by the Disclosing Party without restrictions similar to those imposed under this Agreement.

18. **Remedies.** Dealer acknowledges and agrees that the wrongful disclosure of any Provider Confidential Information or any unauthorized use of any Product, Online Platform or Generated Content may cause irreparable injury to Provider and its applicable Affiliates, and that remedies other than injunctive relief may be inadequate. Accordingly, Provider shall have the right to seek equitable and other injunctive relief to prevent any wrongful disclosure of any Confidential Information or any unauthorized use of any Product, Online Platform or Generated Content (in each case without the posting of any bond or similar security), as well as such damages and other relief to which Provider or its Affiliates may be entitled under this Agreement or pursuant to any Law.

19. **DISCLAIMER.** EXCEPT AS SET FORTH IN SECTION 15, NEITHER PROVIDER NOR ANY OF ITS AFFILIATES MAKES ANY REPRESENTATION OR WARRANTY TO DEALER OR ANY OTHER PERSON WITH RESPECT TO ANY PRODUCT, ONLINE PLATFORM OR GENERATED CONTENT (OR ANY THIRD PARTY MATERIALS), EXPRESS OR IMPLIED, INCLUDING ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY OF TITLE, 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, PROVIDER MAKES NO REPRESENTATION OR WARRANTY THAT: (I) ANY PRODUCT OR ONLINE PLATFORM WILL OPERATE ERROR-FREE, WITHOUT INTERRUPTION OR IN ACCORDANCE WITH ANY SPECIFICATIONS OR DOCUMENTATION, OR (II) THE OFFERINGS OR GENERATED CONTENT 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.

20. **LIMITATIONS OF LIABILITY.** PROVIDER AND ITS AFFILIATES SHALL IN NO EVENT BE LIABLE TO DEALER OR ANY OTHER PERSON 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 THIS AGREEMENT OR ANY ORDER FORM OR THE USE OF ANY PRODUCT, ONLINE PLATFORM OR GENERATED CONTENT, EVEN IF PROVIDER OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ADDITIONALLY, THE AGGREGATE LIABILITY OF PROVIDER AND ITS AFFILIATES UNDER THIS AGREEMENT AND ALL ORDER FORMS SHALL BE EXPRESSLY LIMITED TO AN AMOUNT EQUAL TO THE AMOUNT PAID OR PAYABLE TO PROVIDER UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY.

21. **Mobile Application(s).** Certain Products may from time to time be made available as a **Mobile Application**, which may allow Dealer and its Authorized Users to use and access the applicable Products or Generated Content (or certain features or functionality thereof) on a mobile or tablet device. To use any Mobile Application, the applicable Authorized User must have a mobile or tablet device compatible with such Mobile Application. If Dealer's subscription to the underlying Product includes access to a Mobile Application, such access will be enabled for Dealer, and any applicable additional Fees will apply to Dealer's use of such Mobile Application. Provider does not warrant that any Mobile Application will be compatible with the mobile or tablet device of any Authorized User. Any portion of any Product made available to Dealer or its Authorized Users on or through a Mobile Application shall, for all purposes, be included in the definition of the "Products" hereunder, and any data, information, content or other materials that may be generated by or through such Products on any Mobile Application shall, for all purposes, be included in the definition of "Generated Content" under this Agreement, and, in each case, the use of and access to any Product on or through a Mobile Application and the use of any Generated Content in connection therewith shall be governed by, and subject to, this Agreement and any Terms of Service applicable to the underlying Product. Dealer acknowledges that Provider may from time to time upgrade any of its Mobile Applications and Dealer agrees to update, if necessary, and use such upgraded version, and, in certain cases, Provider may automatically and remotely upgrade the version of such Mobile Application that Dealer and its Authorized Users are using on their respective mobile devices. Dealer consents (on behalf of itself and its Authorized Users) to any such automatic and remote upgrading on the mobile devices of Dealer and its Authorized Users, and agrees (on behalf of itself and its Authorized Users) that this Agreement will apply to all such upgrades. Standard carrier data charges may apply to any access to or use of any Mobile Application by Dealer or its Authorized Users.

22. **Usage Data.** Certain data and information may be generated and collected by Provider in connection with Dealer's use of any Product or Online Platform, which may include vehicle or other inventory data, information relating to vehicle sales and other transactions, usage statistics or analytics and other data and information gathered, generated or received by Provider in connection with Dealer's use of such Product or Online Platform (**"Usage Data"**). Notwithstanding the foregoing, the Usage Data shall in no event include any Consumer Data. Dealer acknowledges and agrees that Provider and its Affiliates shall have the right to make use of such Usage Data for Provider's and its Affiliates' business purposes, provided that neither Provider nor its Affiliates shall disclose to any Third Party any Usage Data, except as provided for in this Agreement or in any Order Form, unless such Usage

Data has been aggregated with the Usage Data of other dealer subscribers so as not to identify Dealer as the source or subject of such Usage Data.

23. **ARBITRATION AND CLASS WAIVER.**

    a. DEALER AGREES TO ARBITRATE ANY DISPUTE OR CLAIM THAT IT MAY HAVE WITH PROVIDER THAT ARISES OUT OF OR RELATES IN ANY WAY TO THIS AGREEMENT OR ANY ORDER FORM OR DEALER'S USE OF OR ACCESS TO ANY PRODUCT, ONLINE PLATFORM OR GENERATED CONTENT. ARBITRATION CONDUCTED HEREUNDER SHALL BE FINAL AND BINDING. THIS ARBITRATION PROVISION MEANS THAT DEALER'S CLAIMS AGAINST PROVIDER WILL BE RESOLVED THROUGH ARBITRATION RATHER THAN LITIGATION IN COURT. DEALER ACKNOWLEDGES THAT PROVIDER MAY (BUT SHALL NOT BE REQUIRED TO) SUBMIT TO ARBITRATION ANY DISPUTE OR CLAIM THAT IT MAY HAVE AGAINST DEALER, WITH ANY SUCH ARBITRATION BEING GOVERNED BY THE PROVISIONS OF THIS SECTION 23.

    b. DEALER MAY OPT-OUT OF THIS ARBITRATION CLAUSE AND DOING SO WILL NOT IN ANY WAY PREJUDICE OR AFFECT DEALER'S BUSINESS OR RELATIONSHIP WITH PROVIDER. TO EXERCISE THIS OPT-OUT RIGHT, DEALER MUST PROVIDE WRITTEN NOTICE OF ITS ELECTION TO OPT-OUT TO PROVIDER AT COX AUTOMOTIVE, INC., ATTN: LEGAL DEPARTMENT, 6205 PEACHTREE DUNWOODY RD., ATLANTA, GA 30328 BY NO LATER THAN TEN (10) DAYS AFTER THE DATE ON WHICH DEALER FIRST SIGNS OR SUBMITS ANY ORDER FORM OR USES OR ACCESSES ANY PRODUCT OR ONLINE PLATFORM (WHICHEVER OCCURS FIRST). THE PROCEDURE SET FORTH IN THIS SECTION 23.B IS THE ONLY WAY TO OPT-OUT OF THIS ARBITRATION CLAUSE, AND ANY ATTEMPTS TO OPT-OUT AFTER THE DEADLINE SET FORTH HEREIN WILL BE INEFFECTIVE.

    c. ANY ARBITRATION PROCEEDING UNDER THIS SECTION 23 WILL TAKE PLACE ON AN INDIVIDUAL BASIS. CLASS ARBITRATIONS AND CLASS OR REPRESENTATIVE PROCEEDINGS OF ANY KIND ARE NOT PERMITTED AND DEALER EXPRESSLY WAIVES ITS ABILITY TO PARTICIPATE IN A CLASS OR REPRESENTATIVE PROCEEDING AGAINST PROVIDER OR ITS AFFILIATES. TO THE EXTENT THAT DEALER OPTS-OUT OF THE ARBITRATION CLAUSE BY FOLLOWING THE PROCEDURE SET FORTH IN SECTION 23.B, OR IF THE ARBITRATION CLAUSE IS FOUND INAPPLICABLE TO DEALER'S DISPUTE WITH PROVIDER, THIS CLASS WAIVER WILL CONTINUE TO APPLY IN LITIGATION. DEALER AGREES THAT THIS CLASS WAIVER IS AN ESSENTIAL ELEMENT OF THE AGREEMENT BETWEEN DEALER AND PROVIDER 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 23 WILL BE NULL AND VOID.

    d. ANY DISPUTE OR CLAIM SUBJECT TO ARBITRATION PURSUANT TO THIS SECTION 23 SHALL BE SUBMITTED TO BINDING ARBITRATION ADMINISTERED BY **JAMS** PURSUANT TO THE **JAMS STREAMLINED RULES**. THE DISPUTES AND CLAIMS SUBJECT TO ARBITRATION PURSUANT TO THIS SECTION 23 WILL BE RESOLVED BY A SINGLE ARBITRATOR SELECTED PURSUANT TO THE JAMS STREAMLINED RULES. THE ARBITRATOR SHALL BE BOUND BY AND SHALL STRICTLY ENFORCE THIS AGREEMENT AND ANY OTHER APPLICABLE AGREEMENT BETWEEN DEALER AND PROVIDER, AND MAY NOT LIMIT, EXPAND OR OTHERWISE MODIFY ANY OF THE PROVISIONS OF THIS AGREEMENT OR ANY OTHER AGREEMENT BETWEEN DEALER AND PROVIDER. THE ARBITRATOR MAY AWARD ANY RELIEF THAT A COURT OF LAW COULD, APPLYING THE LIMITATIONS OF LIABILITY CONTAINED IN THIS AGREEMENT. THE ARBITRATOR MAY AWARD INJUNCTIVE RELIEF IF PERMITTED BY LAW – BUT THE INJUNCTIVE RELIEF AWARDED BY THE ARBITRATOR MAY NOT EXTEND BEYOND THE DEALINGS BETWEEN DEALER AND PROVIDER. THE LAWS OF THE STATE OF GEORGIA WILL APPLY TO ANY CLAIMS OR DISPUTES BETWEEN THE PARTIES. 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 SHALL AWARD PROVIDER ANY COSTS AND FEES TO WHICH IT MAY BE ENTITLED UNDER SECTION 16 IN CONNECTION WITH ANY INDEMNIFICATION CLAIM, AND SHALL ALSO AWARD PROVIDER ANY ATTORNEYS' FEES AND OTHER COSTS AND EXPENSES TO WHICH IT MAY BE ENTITLED PURSUANT TO SECTION 28.

    e. DEALER AGREES THAT ITS TRANSACTIONS WITH PROVIDER EVIDENCE TRANSACTIONS IN INTERSTATE COMMERCE, AND THAT THE FEDERAL ARBITRATION ACT THEREFORE GOVERNS THE INTERPRETATION AND ENFORCEMENT OF THIS SECTION 23 (NOTWITHSTANDING THE APPLICATION OF GEORGIA LAW TO ANY UNDERLYING CLAIMS AS PROVIDED FOR IN CLAUSE (D) ABOVE).

24. **Force Majeure.** Neither party shall be liable for any failure or delay in performing any obligation under this Agreement or any Order Form, except the requirement to pay Fees in accordance with the terms of this Agreement, to the extent such failure or delay is attributable to any act of God or other condition or event outside of its reasonable control.

25. **Notices.** All notices, demands and requests required or permitted to be given by Dealer under this Agreement or any Order Form shall be (a) in writing; (b) sent by commercial delivery service or certified mail, return receipt requested; (c) deemed to have been given on the date set forth in the records of the delivery service or on the return receipt; and (d) addressed to Provider at its address as set forth on the applicable Order Form (or, if no such address is provided, the main office address of Provider as set forth on its website), with a copy of such notice simultaneously sent to Provider's Legal Department at c/o Cox Automotive, Inc., 6205 Peachtree Dunwoody Road, Atlanta, Georgia 30328 (Attention: Legal Department).

26. **Application of Agreement.** Any Supplemental Terms and Conditions to which the Products may be subject shall be in addition to (and not in lieu of) these Master Terms and Conditions. In the event of any irreconcilable conflict between any of these Master Terms and Conditions and any of the Supplemental Terms and Conditions, the following priority shall be applied: (i) the Supplemental Terms and Conditions set forth on the attached Appendices (provided that such priority shall apply only with respect to the Product(s) to which such Supplemental Terms and Conditions apply); (ii) the Supplemental Terms and Conditions set forth on the applicable Order Form (provided that such priority shall apply only with respect to the Product(s) identified on the applicable Order Form); and (iii) these Master Terms and Conditions. This Agreement shall not be interpreted strictly against any party by virtue of such party's role in preparing or drafting this Agreement.

27. **Amendments and Updates.** If Provider makes a material change to this Agreement and/or the Appendices, then Provider will notify Dealer by either sending an email to the notification email address or posting a notice to the administrator in Dealer's

account. If the change has a material adverse impact on Dealer and Dealer does not agree to the change, Dealer must so notify Provider via mail at Cox Automotive, Inc., ATTN: Legal Department, 6205 Peachtree Dunwoody Rd., Atlanta, GA 30328, within thirty days after receiving notice of the change. If Dealer notifies Provider as required, then Dealer will remain governed by the terms in effect immediately prior to the change until the end of the then current subscription term for the affected Service. If the affected Service is renewed, it will be renewed under Provider's then current terms.

28. **Miscellaneous.** This Agreement and any Order Form shall be governed and construed in accordance with the internal Laws of the State of Georgia (except to the limited extent set forth in Section 23.E, without regard for its conflict of Law principles. Any action to enforce any arbitration proceeding, and any other claim or dispute by Dealer that arises under or relates to this Agreement or any Order Form or the use of any Products or Online Platform and not otherwise subject to mandatory arbitration pursuant to Section 23, shall be filed exclusively in a state or federal court located in Fulton County, Georgia, and Dealer consents to such forum and waives any objection to the laying of venue in such forum. Dealer shall be responsible for and shall reimburse Provider for any legal fees and other costs incurred by or on behalf of Provider or its Affiliates in connection with any breach of this Agreement by Dealer or any Authorized User or other Dealer Personnel, or any action commenced by or on behalf of Provider to enforce any term or provision of this Agreement. Dealer may not assign this Agreement or any subscription or other rights or obligations under this Agreement or any Order Form (whether by operation of Law or otherwise), without the prior written consent of Provider. If any provision of this Agreement shall be invalid or prohibited by Law, such invalidity or prohibition shall be construed as if such invalid or prohibited provision had not been included herein and such invalidity or prohibition shall not affect the remainder of such provision or any other provision of this Agreement. This Agreement represents the entire agreement of the parties with respect to Dealer's use of the Products and the other subject matter hereof, and supersedes all prior agreements and understandings between the parties with respect to such matters, whether oral or written. This Agreement is not intended to confer upon any Authorized User or other Dealer Personnel or any other person or entity (other than Dealer and Provider and its Affiliates) any rights or remedies hereunder.

APPENDIX FOLLOWS

EXHIBIT A

SERVICE DESCRIPTIONS AND ADDITIONAL TERMS

VAUTO PRODUCTS: Provision, Conquest, Auction Genius, and Stockwave

- **Additional Terms for: Provision, Conquest, Auction Genius, and Stockwave (including the Stockwave browser extension) (each referred to as the "Service")**
  - **AUTHORIZED USES.** Dealer may use the Service and Product Data to access and view the Service and Product Data for the purposes of and as applicable to the relevant Service (a) receiving information regarding vehicles, products and/or services being sold through the auctions participating in the Auction Genius or Stockwave platforms, (b) participating in such auctions, and (c) evaluating and transacting purchases through such auctions. Notwithstanding anything else in this Agreement, no Product Data shall be posted or otherwise accessible on any website owned, created, utilized or operated, directly or indirectly, by, on behalf of or for the benefit of Dealer or Authorized Users.
  - **UNAUTHORIZED USES.**
    - In no event shall Dealer cause any Product Data to be published, posted, or otherwise accessible, electronically or in print, to the general public. Dealer may not republish in print or electronic format, transfer or make any use of the Product Data except as expressly set forth in these Terms and no other license or right is hereby granted or shall be deemed granted with respect to the Product Data.
    - Dealer may not frame or utilize framing techniques to enclose any of the Product Data without the express written consent of Provider. Dealer agrees not to attempt to access the Service by any means other than the interface that is provided by Provider.
    - The Service may not be used in combination with any product or service that is not owned, provided, or authorized by Provider, nor may the Product Data be used in any manner that is likely to cause confusion by consumers, or that disparages, denigrates, or otherwise damages or injures the good reputation of Provider or its products or services. Except as expressly provided herein, Dealer may not copy, duplicate, license, lease, modify, sell, transfer, transmit, make available, distribute, publish, or assign these Terms, the Service, or any Product Data in any format to any third party, including posting or otherwise making it accessible on any website owned, created, utilized or operated, directly or indirectly, by, on behalf of or for the benefit of Dealer.

EXHIBIT B

SERVICE DESCRIPTIONS AND ADDITIONAL TERMS

VAUTO PRODUCT: KELLEY BLUE BOOK® PRICE ADVISOR REPORT FROM VAUTO

- **Additional Terms: Kelley Blue Book® Price Advisor Report from vAuto (the "Service")**
- ADDITIONAL DEFINITIONS
  - **"Dealer Content"** means photos or text to describe the vehicle and/or Dealer's dealership.
  - **"Kelley Blue Book Marks"** means the Kelley trademarks and service marks, including "KELLEY BLUE BOOK", "BLUE BOOK", "KBB.COM", "KBB", "PRICE ADVISOR" or any variations or misspellings thereof, the Kelley Blue Book ribbon logo, the Price Advisor logo, and such other names, logos, and other intellectual property Kelley used, uses or may use in the future on the Website or elsewhere related to its business, products or services (including, without limitation, all improvements, additions, derivatives and other modifications thereof).
  - **"QR Code"** means a quick response code
  - **"Report"** means the Kelley Blue Book branded report for a vehicle in Dealer's inventory generated by the Dealer through the Service.
- DESCRIPTION OF SERVICE
  - **Service.** The Service allows Dealer to configure and generate a Report that may include Generated Content, Dealer Content, and Third Party Materials (i.e. National Highway Traffic Safety Administration information) (collectively, "Report Content"). As long as Dealer complies with the Agreement, Dealer may include such Report Content in Reports. The Service also includes any proprietary programming and databases owned by Provider or its licensors that are used to generate, format and display the Reports, as well as the interfaces that allows Dealer to create, manage and distribute Reports.
  - **Service Availability.** Provider reserves the right at any time to modify, update, suspend or discontinue all or part of the Service, including the Report Content and Dealer Content within the Service, with or without notice to Dealer. Dealer agrees that Provider will not be liable to Dealer or any third party for any such modification, suspension or discontinuation. Actions by third parties may also cause the Service, in whole or in part, to be unavailable at any time. Dealer agrees that Provider is not responsible for any loss or damage that may result from any part of the Service, the Report Content or Dealer Content being unavailable to Dealer, Dealer's customers, or any other person.
  - **Ownership.** The Report Content, is the property of Provider and its licensors and is protected by U.S. copyright laws, international conventions and other copyright laws. "vAuto", the vAuto logo, "Kelley Blue Book," "Blue Book," and the Kelley Blue Book logo are Provider Marks. The names and logos of other products and services in the Service are the trademarks of their respective owners.
- PERMITTED USES
  - **License to Use Report Content.** Dealer may use the available Report Content to create and display a Report through the Service for a vehicle in Dealer's inventory that is actually available for sale at Dealer's dealership. Dealer may email a prospective buyer a Report or a link to a Report that Dealer creates featuring a vehicle in Dealer's inventory. The license does not include the right to remove, move or modify in any way the required disclaimer that is automatically published on Reports created through the Service, as such disclaimer may be revised by Provider from time to time in its sole discretion, nor may Dealer distribute any Report in which such disclaimer has been removed, moved or modified. The license does not include the right to access and/or distribute reports created by other dealers. Through the Service, Dealer may create window sticker containing a QR Code that allows a user of the Consumer Service to view a Report that Dealer configures and generates, and Dealer may display this QR Code on or near a vehicle in Dealer's inventory. Dealer agrees that any QR Code displayed on or near a vehicle in Dealer's inventory will link to a Report that accurately describes such vehicle, and that all price or offer information in the Report will be at all times accurate and up-to-date. Dealer may also display, print, or save a single copy of any web pages, documentation, instructions, or other documents that Provider makes available to Dealer as a Service participating dealer.
  - **Links to Report.** Dealer may place on Dealer's website a hyperlink to a specific Report as long as nothing about the link or the context in which it is placed states or implies any endorsement or sponsorship by Provider, or its affiliates, of Dealer, Dealer's dealership or website.
  - **LIMITED USE OF KELLEY BLUE BOOK MARKS.** Provider grants Dealer, subject to its continued compliance with all of the terms and conditions of this Agreement, a limited, non-exclusive, non-transferrable, revocable license to use the Kelley Marks (hereinafter defined) solely for use and display:

    a. on Dealer's website as a clickable link to the PAR,

    b. on the PAR for consumers, in electronic and print format, and

    c. on window stickers and window sticker addendums containing a QR Code provided by Provider.

    Dealer agrees to properly and accurately display the Kelley Marks in their entirety. Any other uses of the Kelley Blue Book Marks by Dealer are specifically prohibited, including in advertising.

- UNAUTHORIZED USES
  - Dealer may not otherwise reproduce any of the Report Content without the written consent of the owner of such content. Dealer may not store any significant portion of, or distribute copies of, the Report Content in any form (including electronic form), without Provider's prior written consent in each instance. To request consent, contact support@vauto.com.
  - **Any uses of the Kelley Blue Book Marks by Dealer other than specifically set forth above are specifically prohibited, including in any advertising.**
- **LICENSE TO PROVIDER.** Dealer acknowledges that by creating and/or publishing Reports or otherwise transmitting or publishing material via the Service, including, without limitation, any Dealer Content, Dealer hereby grants Provider or anyone authorized by Provider, an unrestricted, non-exclusive, worldwide, royalty-free, perpetual, non-revocable license to use, modify, display, broadcast, reproduce, create derivative works from, transmit, sell or otherwise use or distribute, at no cost whatsoever to Provider, all such material (including, without limitation, all intellectual property rights embodied therein), in whole or in part, in any manner or medium (whether now known or hereafter developed), for any purpose. The foregoing license includes the right to exploit any proprietary rights in such material, including, but not limited to, rights under copyright, trademark or patent laws that exist in any applicable jurisdiction. In connection with the exercise of these rights, Dealer also grants Provider and anyone authorized by Provider the right to identify Dealer as the author of any of Dealer's postings or submissions by name, email address or user name. Dealer will not receive any compensation of any kind for the use of any material Dealer transmits or posts via the Service.
- **DEALER RESPONSIBILITY.** As part of the Service, Reports may include Dealer Content and Report Content that Provider makes available to Dealer. Dealer agrees that Dealer is responsible for ensuring that any Dealer Content and any Report Content that Dealer chooses to include in any Report complies with all applicable laws, including, without limitation, state and federal laws regulating motor vehicle advertising, warranty advertising, extensions of consumer credit, and intellectual property laws including copyright. Dealer acknowledges that Dealer's use of or reliance on the Report Content in creating Reports is at Dealer's own risk, and Provider, its affiliates, and licensors are not responsible for Dealer's use of the Report Content in advertising and selling Dealer's inventory. Dealer further agrees that Dealer's reliance on any content created, published and/or transmitted by other users of the Service is at Dealer's own risk.
- **ADDITIONAL DISCLAIMERS.** The Service is operated only as an advertising and research service. Provider is not a party to any transaction between vehicle buyers and sellers. The price and other terms of any sale are subject to direct negotiation between the buyer and seller. The Report Content is for general informational purposes only. Report Content includes Third Party Materials that Provider has not inspected or evaluated. Provider makes no guarantees regarding the accuracy, completeness, or timeliness of any of the Report Content. Provider reserves the right, but shall have no obligation, to monitor, remove, edit, or move any content posted to the Service at any time, without notice, in its sole discretion. The Report Content may include errors or omissions, and Dealer should not rely on any of the Report Content without independent verification. Dealer shall notify Provider of any Report Content that Dealer believes to be inaccurate by contacting Provider at support@vauto.com. The Report Content includes vehicle specific content (such as product descriptions and product reviews) as well as market-specific content purporting to analyze, summarize or rank available data elements, any or all of which may be subjectively determined and not capable of precise quantification or descriptions. Except as explicitly provided in these Additional Terms, Dealer may not sell, store, distribute, transmit, display, reproduce, modify, migrate, create derivative works from or otherwise exploit any part of the Report Content, whether accessed through the Service.