

**MANHEIM AUTOGRADE® (VIA DESIGNATED PROCESSOR)
ADDITIONAL TERMS**

These Additional Terms supplement the Master Agreement located at <https://www.coxautoinc.com/terms/usa>, and apply with respect to the Cox Product covered by these Additional Terms.

Product Description: Manheim AutoGrade® (“AutoGrade®”) is a Cox Data Product that enables the evaluation of submitted vehicle damage information to generate a vehicle condition grade. Manheim Remarketing, Inc. (“Manheim”), an Affiliate of Cox, may own certain rights or provide certain services relating to AutoGrade®.

Additional Terms:

1. **Definitions.** Capitalized terms used, but not otherwise defined herein, shall have the meanings ascribed to them in the Master Agreement. In addition, for the purposes of these Additional Terms, the following terms shall have the following meanings:
 - (a) “**API**” means, for the purposes of these Additional Terms, the Cox application program interface designed to receive a call with AutoGrade® Input Data and return an AutoGrade® Condition Score in response to such call.
 - (a) “**Approved Auction**” means any Third-Party auction which has contracted with Customer for the inspection of Eligible Vehicles and is separately licensed by Cox (and only while so licensed) to use the AutoGrade® Condition Scores during the applicable Effective Period to assist its customers in the remarketing of Eligible Vehicles. For clarity, this term is not a reference to a Customer that is an Auction.
 - (b) “**Approved Inspector**” means any Third-Party inspection provider that is separately licensed by Cox (and only while so licensed) to request and obtain AutoGrade® Condition Scores for the purpose of communicating the AutoGrade® Condition Scores during the Effective Period to Customer to use the AutoGrade® Condition Scores for the Permitted Use. For clarity, this term is not a reference to a Customer that is an Inspector.
 - (c) “**Approved Provider**” means a Third-Party auction software provider which has contracted with a Customer Auction to provide software services and is separately licensed by Cox (and only while so licensed) to use the AutoGrade® Condition Scores during the applicable Effective Period to deliver software services to such Customer. For clarity, this term is not a reference to a Customer that is a Provider.
 - (d) “**Auction**” means a wholesale motor vehicle marketplace or auction.
 - (e) “**AutoGrade® Condition Score**” means a vehicle condition score generated by Cox’s proprietary AutoGrade® algorithm.
 - (f) “**AutoGrade® Input Data**” means the data required to be submitted by or on behalf of Customer in order to generate an AutoGrade® Condition Score.
 - (g) “**AutoGrade® Inspection Specifications**” means the AutoGrade® Condition Score vehicle inspection guidelines and specifications provided by Cox, as the same may be updated, modified or supplemented by Cox from time to time in its sole discretion.
 - (h) “**AutoGrade® Request**” means the submission by Customer (or an Approved Inspector of

Customer, or an Approved Provider on behalf of Customer) of the AutoGrade® Input Data to Designated Processor in accordance with and subject to these Additional Terms.

- (i) **“AutoGrade® Vehicle Inspection”** means vehicle inspection of an Eligible Vehicle performed in accordance with AutoGrade® Inspection Specifications.
- (j) **“Cox Data Output”** for the purposes of these Additional Terms, means such AutoGrade® Condition Scores and related data as are licensed by Cox to Customer pursuant to the applicable Order Form.
- (k) **“Customer Platform”** means any website, application or product of Customer intending to make use of Cox Data Output or any derivative thereof.
- (l) **“Designated Processor”** means, initially, Auto Auction Services Corp., and thereafter, any successor Third-Party data processor designated from time to time by Cox.
- (m) **“Effective Period”** is defined in Section 3(b).
- (n) **“Eligible Vehicle”** means any used vehicle that a remarketer intends to remarket or sell at or through any wholesale auction or other non-retail sales platform through which used vehicles are sold or offered for sale on a wholesale basis.
- (o) **“Inspector”** means a vehicle inspection provider.
- (p) **“Manheim Marks”** means Cox Marks owned by or associated with Manheim, including but not limited to “Manheim”, “Manheim.com,” “Manheim Market Report,” “MMR,” and “AutoGrade®” or any variations or misspellings thereof, and the Manheim logo.
- (q) **“Provider”** means any provider to one or more Auctions of software or other services which require or contemplate access to, processing, transmission or display by such provider (or its product or service) of AutoGrade® Condition Scores.

2. Delivery; Updates; Features.

- (a) For each Eligible Vehicle for which Customer desires to obtain an AutoGrade® Condition Score, Customer shall conduct an AutoGrade® Vehicle Inspection and provide the resulting AutoGrade® Input Data to the Designated Processor via an electronic format determined by Designated Processor (as advised to Customer from time to time by Designated Processor or Cox). Upon receipt of the AutoGrade® Input Data, Designated Processor shall (a) reformat the AutoGrade® Input Data to ensure that Cox cannot identify the submitting Auction or Inspector, or the Vehicle Identification Number (VIN) of the Eligible Vehicle, (b) create a Unique ID for such AutoGrade® Request, and (c) transmit such AutoGrade® Input Data and Unique ID to the API. Upon Cox’s verification that it has received the Unique ID and the AutoGrade® Input Data necessary to generate the AutoGrade® Condition Score, (i) Cox will deliver the AutoGrade® Condition Score and the Unique ID to Designated Processor, and (ii) Designated Processor will then deliver the AutoGrade® Condition Score for such AutoGrade® Request to Customer (or as directed by Customer in accordance with these Additional Terms).
- (b) In the event that the arrangement between Cox and Designated Processor is terminated or expires for any reason such that Designated Processor is no longer required to process the AutoGrade® Input Data as set forth herein, Cox shall use commercially reasonable efforts to procure a replacement Designated Processor to process the AutoGrade® Input Data. If Cox is unable to procure a replacement Designated Processor, Cox may elect, by written notice to Customer, to either: (a) terminate the applicable Order Form; or (b) process the AutoGrade® Input Data directly, in which case Cox’s notice shall include the effective date on which the applicable Order Form

shall be automatically amended to reflect Cox standard terms for direct AutoGrade® processing; provided that Customer, as its sole and exclusive remedy related to the replacement or removal of Designated Processor, shall have the right to terminate the applicable Order Form by prior written notice to Cox within 30 days of receipt of such amendment notice from Cox.

- (c) Customer acknowledges and agrees that in order to accurately generate the AutoGrade® Condition Scores, Customer must comply with the AutoGrade® Inspection Specifications and that Customer's failure to comply with such specifications shall be deemed a breach of these Additional Terms. Customer further acknowledges and agrees that the AutoGrade® Condition Score is generated from the AutoGrade® Input Data provided by or on behalf of Customer and is based on the condition of the Eligible Vehicle at the time of inspection. Any errors in the AutoGrade® Input Data or changes in condition of the Eligible Vehicle following the inspection may adversely affect the accuracy of the AutoGrade® Condition Score.
- (d) Cox may, from time to time, in its sole discretion, develop and provide updates or modifications to the proprietary AutoGrade® algorithm, the AutoGrade® Condition Score formatting and presentation or any other part of the AutoGrade® Condition Score offering under this license, which may include upgrades, improvements and/or new features (collectively, including related documentation, "Updates"). Updates may also modify or delete in their entirety certain features and functionality. Customer acknowledges and agrees that Cox has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality. Cox further reserves the right to separately offer products similar in nature to AutoGrade® Condition Scores which may contain additional or different features, solutions, data and/or services not included herein as part of Cox Data Output.

3. Conditions Applicable to All Permitted Uses.

- (a) An AutoGrade® Condition Score is non-assignable, non-transferable, and specific to the Eligible Vehicle for which such AutoGrade® Condition Score was generated and issued.
- (b) An AutoGrade® Condition Score shall be effective and valid from the date such AutoGrade® Condition Score is first issued or provided by Cox pursuant to the applicable AutoGrade® Vehicle Inspection, until the earlier of (a) sixty (60) days from the date of such AutoGrade® Vehicle Inspection, (b) title to the Eligible Vehicle passing to a Person other than the holder of the title on the date of such AutoGrade® Vehicle Inspection, (c) a material change in the condition of the Eligible Vehicle (compared to its condition at such AutoGrade® Vehicle Inspection), or (d) the addition of three hundred (300) miles (or, if applicable, the equivalent distance in kilometers) to the odometer reading since such AutoGrade® Vehicle Inspection (the "*Effective Period*"). In no event shall Customer use or display (or permit to be used or displayed) any AutoGrade® Condition Score after the Effective Period for such AutoGrade® Condition Score has expired or ended. In the event that Customer desires to obtain a new AutoGrade® Condition Score for any Eligible Vehicle for which a previously issued AutoGrade® Condition Score has expired, Customer may do so in accordance with Section 2 hereof.
- (c) Where Permitted Use includes display, each AutoGrade® Condition Score shall include and be displayed with Manheim branding and attribution as described on Exhibit A attached hereto, and incorporated herein by reference, as the same may be modified by Cox from time to time in its sole discretion (the "*Manheim AutoGrade® Branding*"). Except as expressly permitted by this Section 3(c), Customer will obtain Cox's written approval prior to using any Manheim Marks. Customer will display the appropriate proprietary rights notice, including use of the encircled "R" symbol ("®") and/or the letters "TM" or "SM," as appropriate, in conjunction with any permitted display of the Manheim Marks. Should Cox find objectionable any use of the Manheim Marks by Customer, Cox will have the right to revoke, with respect to the objectionable use, any rights granted to Customer under these Additional Terms to use such Manheim Marks, and Customer shall immediately cease using the applicable Manheim Marks in the manner found objectionable by Cox. Customer shall neither act nor fail to act, nor use the Manheim Marks in any manner

inconsistent with Cox's ownership of such Manheim Marks. Customer's use of the Manheim Marks shall inure to the benefit and be on behalf of Cox.

4. Types of Permitted Uses. The Order Form shall specify whether the Customer is licensed as an **Inspector**, as an **Auction** or as a **Provider**.

(a) Inspectors. The following additional provisions will apply to Permitted Use by a Customer that is licensed as an Inspector:

- i. Permitted Use includes provision of AutoGrade® Condition Score to the applicable Approved Auction in connection with wholesale transactions and, subject to the following sentence, disclosure of AutoGrade® Condition Score to the consignor remarketing the applicable Eligible Vehicle solely for internal use of such consignor. Any disclosure to Customer's consignors is permitted only under a written contract between Customer and each respective consignor receiving an AutoGrade® Condition Score, mandating an internal-only use of the AutoGrade® Condition Score by consignor and enforceable by Customer, and subject to Customer's ongoing enforcement of each such contract. Nothing herein shall be deemed to limit Cox's right to revoke any "Approved Auction" designation or any similar approval or authorization that may have been given to any such entity at any time, in Cox's sole discretion.
- ii. Delivery of an AutoGrade® Condition Score requested by Customer directly to an Approved Auction of Customer shall constitute delivery to Customer for the purposes hereof.
- iii. In addition to any indemnification obligations in Section 10.2 of the Master Agreement, Customer shall indemnify and defend CAI, Designated Processor and their respective 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 (i) any access to, or use of, AutoGrade® Input Data submitted to Designated Processor; and (ii) any breach or alleged breach of Customer's representations, warranties or obligations under these Additional Terms arising from an action or omission of any Auction or consignor doing business with Customer.

(b) Auctions. The following additional provisions will apply to Permitted Use by a Customer that is licensed as an Auction:

- i. Customer may cause the AutoGrade® Vehicle Inspection to be conducted by (and may receive Cox Data Output directly from) an Approved Inspector. Nothing herein shall be deemed to limit Cox's right to revoke any "Approved Inspector" designation or any similar approval or authorization that may have been given to any such entity at any time, in Cox's sole discretion.
- ii. Customer shall not permit access to AutoGrade® or Cox Data Output by any Third party (including any Provider) other than by an Approved Provider acting solely for the benefit of Customer and in no manner exceeding Customer's stated Permitted Use.
- iii. In addition to any indemnification obligations in Section 10.2 of the Master Agreement, Customer shall indemnify and defend CAI, Designated Processor and their respective 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 (i) any access to, or use of, AutoGrade® Input Data submitted to Designated Processor; and (ii) any breach or alleged breach of Customer's representations, warranties or obligations under these Additional Terms

arising from an action or omission of any Inspector, Provider or consignor doing business with Customer.

- (c) **Providers.** Customer that is licensed as a Provider may use Cox Data Output solely for the purpose of providing software services to one or more Approved Auctions, in each case, solely in accordance with the Permitted Use of such Approved Auction. Without limiting the generality of the foregoing, Customer shall not access or use any AutoGrade® Condition Score for its own benefit or for the benefit of any Third Party (other than for the Approved Auction transacting the applicable Eligible Vehicle). Nothing herein shall be deemed to limit Cox's right to revoke any "Approved Auction" designation or any similar approval or authorization that may have been given to any such entity at any time, in Cox's sole discretion. Customer acknowledges and agrees that provision of services involving Cox Data Output to any entity following having been notified by Cox that such entity ceased to be an Approved Auction constitutes a breach of these Additional Terms.

5. Restrictions and Limitations. In addition to the use restrictions set forth in Section 4 of the Master Agreement, Customer shall not:

- (a) maintain a physical or electronic record of any AutoGrade® Condition Score beyond the applicable Effective Period, whether in a repository, database, or otherwise (except as part of a sold vehicle record maintained by Auction in its ordinary course of business);
- (b) without limiting the generality of Section 4.2 of the Master Agreement, in any manner alter, analyze, summarize, compile or aggregate AutoGrade® Condition Scores;
- (c) make available (or allow to be made available) any AutoGrade® Condition Scores in a consumer-facing website, application or other consumer-accessible source; or
- (d) use the systems of Designated Processor to collect, retrieve, store or transmit infringing, libelous or otherwise unlawful or tortious material, or to collect, upload, retrieve, store or transmit data in violation of third-party privacy rights or applicable privacy and data security laws, rules or regulations.

6. Data Rights.

- (a) Customer acknowledges and agrees that Cox has the right to freely use and disclose the deidentified AutoGrade® Input Data received by Cox.
- (b) Non-public information related to the AutoGrade® Input Data and the AutoGrade® Condition Scores constitute Confidential Information of Cox.

7. Representations and Warranties. In addition to the representations and warranties in the Master Agreement, Customer represents and warrants to Cox that, at all times during the Subscription Term:

- (a) Customer's systems will be protected by at least operating system level authentication and access control managed and monitored by trained Customer system administrators;
- (b) Customer's internal networks will be protected by secure firewalls, network routers and network addressing schemas (route lists) that thwart unauthorized access and are managed and monitored by trained Customer network administrators;
- (c) the AutoGrade® Condition Scores and AutoGrade® Input Data residing on Customer's systems will be protected from access by secure data access rules managed and monitored by trained Customer data system administrators, and may be accessed only by Customer approved applications;
- (d) systems on which Cox Data Output is used, stored or displayed will not be vulnerable to unauthorized "scraping" activity by automated programs;

- (e) Customer will have sufficient rights in the AutoGrade® Input Data to provide such data and the applicable rights therein to Designated Processor and Cox consistent with requirements hereof; and
- (f) Customer's use of the AutoGrade® Condition Scores and the AutoGrade® Input Data will comply with all applicable laws, rules, regulations and policies, and will not violate, infringe, or misappropriate the intellectual property or privacy rights of any third party.

Exhibit A

MANHEIM AUTOGRADE® BRANDING REQUIREMENTS

Each use of the AutoGrade® and “G” logo shall conform to the following Manheim AutoGrade® Branding Requirements. Auction shall not: change the coloring, adjust the aspect ratio, or otherwise alter the appearance of any AutoGrade® Mark.

1. Each AutoGrade® Condition Score displayed for an Eligible Vehicle shall include either the color or black/white AutoGrade trademark (the “**AutoGrade® Mark**”).
2. The minimum size must be observed and adhered to in order to ensure quality of the AutoGrade Mark is maintained.

Minimum Print Size

no less than .25” (one-quarter inch) height



Minimum Digital Size

no less than 20 pixels height



3. Each AutoGrade® Condition Score displayed **by an Inspector** must be endorsed with the AutoGrade brand and conform to the following requirements:
 - Must include a live, functioning link labeled “About AutoGrade®” (the “AutoGrade Details Link”) placed either directly adjacent to the AutoGrade® Condition Score (Example A) OR directly following the disclosure statement (Example B)
 - AutoGrade Details Link must link to such URL as Cox may designate that contains the current AutoGrade Condition Score grading scale information. See AutoGrade Details Link.



EXAMPLE A

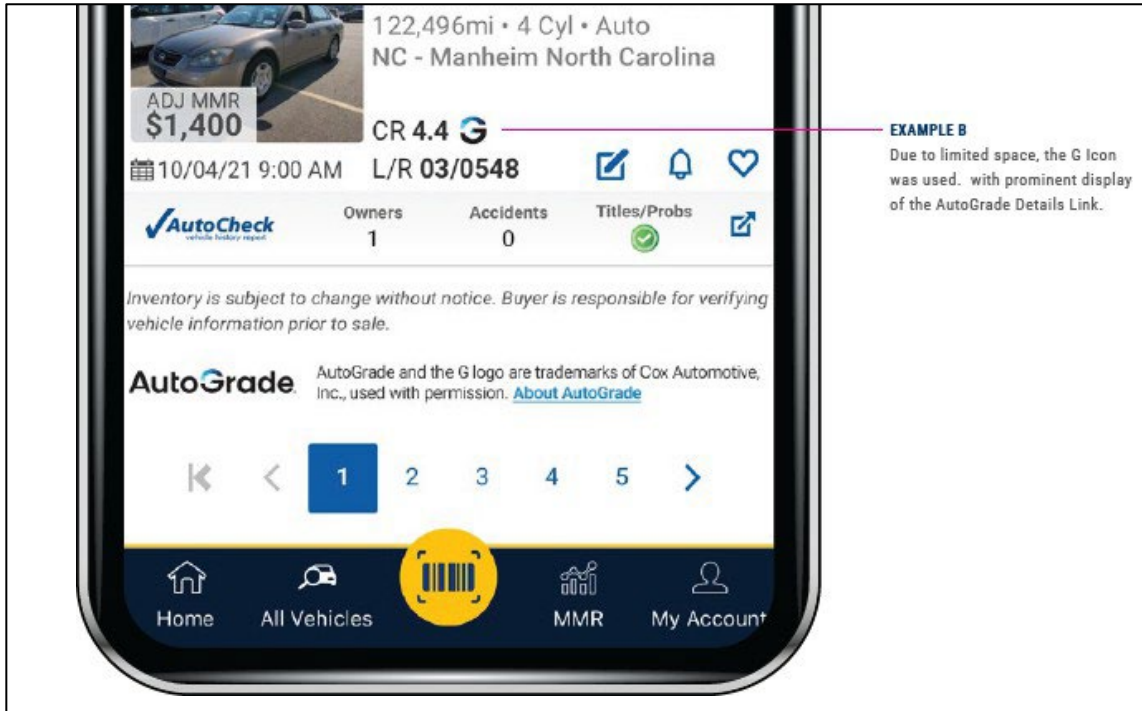


EXAMPLE B

4. **SMALL SPACE APPLICATION – “G” icon**

- In placements where space is at a premium, use of the G Icon is permitted accompanied by the AutoGrade® Details Link placed directly adjacent to the AutoGrade Condition Score (Example A).
— **OR** —
- If space is so limited that the AutoGrade Details Link cannot be comfortably displayed adjacent to the AutoGrade Condition Score, the AutoGrade Details Link may appear directly following the disclosure statement. In such cases, the full AutoGrade logo should appear elsewhere on the condition report, web page or print piece. For example, in the header or footer. (See Example B)

Use of the "AutoGrade “G” icon is allowed ONLY with prior approval from Cox Automotive



- Each AutoGrade® Condition Score displayed for an Eligible Vehicle may optionally include a Condition Descriptor. If a Condition Descriptor is used, the Grade Descriptor must exactly correspond with the Grade according to the table below.

CONDITION SCORE	CONDITON DESCRIPTOR
5.0	Extra Clean
4.0 – 4.9	Clean
3.0 – 3.9	Average
2.0 – 2.9	Below Average
1.0 – 1.9	Rough
0.0	Extra Rough

- Details & Disclosures.** Each AutoGrade® Condition Score displayed for an Eligible Vehicle shall include a live, functioning link labeled “About AutoGrade” (the “**AutoGrade® Details Link**”). The AutoGrade® Details Link shall be placed directly below the AutoGrade® Condition Score and shall link to such URL as Cox may designate that contains the current AutoGrade® Condition Score

grading scale information. The following disclosure also needs to be included whenever the AutoGrade® brand logo and/or “G” icon are used.

EXAMPLES:

PRINT

AUTOGRADE LOGO ONLY

AUTOGRADE is a registered trademark of Cox Automotive, Inc. used with permission. Learn more about AutoGrade at [About AutoGrade](#)

AUTOGRADE G ICON ONLY

The G logo is a trademark of Cox Automotive, Inc., used with permission. Learn more about AutoGrade at [About AutoGrade](#)

AUTOGRADE LOGO AND G ICON

AutoGrade and the G logo are trademarks of Cox Automotive, Inc., used with permission. Learn more about AutoGrade at [About AutoGrade](#)

DIGITAL

AUTOGRADE LOGO ONLY

AUTOGRADE is a registered trademark of Cox Automotive, Inc. used with permission. [About AutoGrade](#)

AUTOGRADE G ICON ONLY

The G logo is a trademark of Cox Automotive, Inc., used with permission. [About AutoGrade](#)

AUTOGRADE LOGO AND G ICON

AutoGrade and the G logo are trademarks of Cox Automotive, Inc., used with permission. [About AutoGrade](#)

7. When referring to AutoGrade in copy, follow these specifications:

AutoGrade® Condition Scale

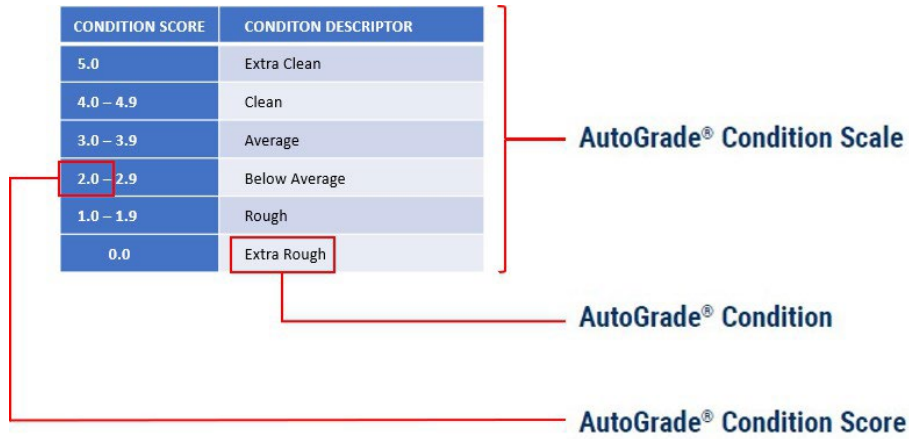
- Used only when referring to the range of grades from Extra Clean to Extra Rough and/or scores as a set to generally describe condition at a glance.
- Example: “The AutoGrade® Condition Scale takes into consideration existing and repaired damages captured in the condition report when determining the condition score.”

AutoGrade® Condition Score

- Used when referring to the actual condition score for a particular vehicle or the upper/lower limit of a unique, unnamed range of scores.
- Example: “Choose vehicles with an AutoGrade® Condition Score above 3.0 to limit additional reconditioning efforts.”

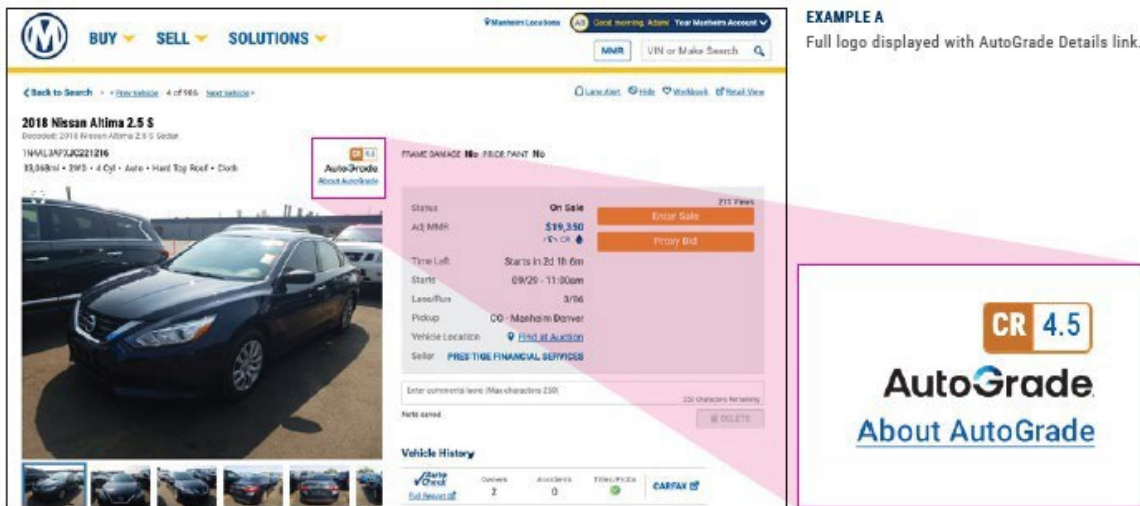
AutoGrade® Condition

- Used when referring to the general condition of a vehicle according to the AutoGrade® Condition Scale.
- Example: “Depending on your wholesale strategy, you might choose vehicles in a particular AutoGrade® Condition to increase your margins.”



8. Summary of Requirements for AutoGrade Use:

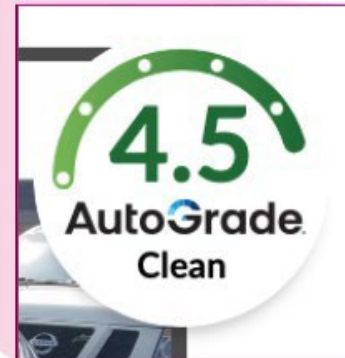
- AutoGrade® Condition Score displayed must be endorsed with the AutoGrade branding
- Must include AutoGrade logo, positioned directly above, below or to the right/left of the AutoGrade Condition Score (Example A)
- Must include a live, functioning link labeled “About AutoGrade®” (the “AutoGrade Details Link”) placed either directly adjacent to the AutoGrade Condition Score **OR** with the disclosure statement
- AutoGrade Details Link must link to such URL as Cox may designate that contains the current AutoGrade Condition Score / Scale information.
- Each AutoGrade Condition Score displayed for an eligible vehicle may optionally include a Grade Descriptor which must exactly correspond with the AutoGrade Condition Scale.





EXAMPLE B

Full logo displayed with optional Grade Descriptor. Due to limited space, AutoGrade Details link should be included after disclosure statement. (not shown)



9. You can download the following logos [here](http://www.mymanheim.com/autogradelogs/) [www.mymanheim.com/autogradelogs/]. Use of the logos is subject to these Manheim AutoGrade® Branding requirements and the trademark license.

