

**Kelley Blue Book® LeadDriver™ Trade-In
TERMS AND CONDITIONS**

Ver 2.06.08

These Terms and Conditions explain the contractual agreement between You and Kelley Blue Book Co., Inc. ("KBB") regarding Your use of KBB's LeadDriver™ service and related software provided on an ASP ("Application Services Provider") basis in which KBB licenses You the software for a fixed term and hosts the application for You. These Terms and Conditions together with KBB's standard order form (the "Order Form") constitute our agreement (the "Agreement"), effective as of the date You execute the Order Form. The Contract Date on the Order Form is for reference purposes only. This Agreement expires at the end of the Initial Term, as defined below.

BY EXECUTING THE ORDER FORM, YOU AGREE THAT YOU HAVE READ AND ACCEPTED THESE TERMS AND CONDITIONS. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND THE COMPANY TO THE TERMS GOVERNING THE USE OF THE SERVICE. THE TERM "YOU" REFERS TO: (1) THE COMPANY, ITS OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES, OR (2) AN INDIVIDUAL, IN THE CASE OF A NON-LEGAL ENTITY, AS DEFINED IN THE INFORMATION PROVIDED TO KBB ON THE ORDER FORM. THE TERM "WE" REFERS TO KBB. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, DO NOT EXECUTE THE ORDER FORM FOR THE SERVICE.

BEFORE EXECUTING THE ORDER FORM, YOU MUST ASCERTAIN THAT THE SERVICE (DEFINED BELOW) WILL MEET YOUR SPECIFIC FUNCTIONAL REQUIREMENTS. THE SERVICE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, AND WE DISCLAIM ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WE MAKE NO WARRANTY OR REPRESENTATION REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE OR THAT THE SERVICE WILL MEET ANY USER'S REQUIREMENTS, OR BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE. BY EXECUTING THE ORDER FORM, YOU AGREE THAT THE ORDER FORM CONTAINS NO CONTINGENT PAYMENT TERMS OR ANY OBLIGATION FOR KBB TO REFUND ANY AMOUNTS CONTRACTED FOR.

1. DESCRIPTION OF SERVICES: (a) KBB will provide You its lead capture application featuring KBB's trusted consumer information (such as KBB Trade-In Values) as a hosted application. We create a single customized online application (the "Application") for You for use on Your Web site(s), provide You with installation instructions, and host it for access by visitors (the "Users") to Your Web site(s) (the "Service"). To use the Application, You must maintain at Your own expense a Web site and obtain access to the World Wide Web, either directly or through devices that access web-based content, and pay any service fees associated with such access. You must provide all equipment necessary to make such connection to the World Wide Web, including a computer and Internet access. You will need to set up Your Web site to integrate the Application.

b) Before using the Service, You must execute the Order Form specifying the initial Application configuration, as well as the charges and payment terms agreed to by You and KBB. As part of the initial Application configuration, You will select options that will configure the User experience and the lead capture information You will receive from KBB. If during the Term of the Agreement, You wish to make changes to the Application configuration, You may be assessed an additional fee. We will tell You in advance of making the changes what the fee will be.

c) Within less than 30 days from our receipt of Your executed and completed Order Form, KBB will configure the Application with the options You selected and send instructions to You by email (the "Installation Instruction Email") for installing all necessary links on Your Web site to use the Application. If we fail to send the Installation Instruction Email to You in a timely manner, You may terminate this Agreement by written notice to us provided You have not already commenced using the Application.

d) Your Web site(s) must integrate the Application by means of an HTML Frame, with Your name or logo or other identifying marks in the Frame. The Application may not be presented to Users in a HTML Pop-up or similar device or in a non-Framed Web page.

e) The Application will capture the contact information ("Lead Data") entered by Users and send this to KBB for "scrubbing." KBB will forward to You the Lead Data which passes its automated scrubbing system's validity filters

within thirty (30) minutes of receipt by KBB. Some Lead Data that does not pass KBB's automated scrubbing system may be reviewed manually by KBB's personnel, and if that Lead Data is determined to be valid, it will be forwarded to You as soon thereafter as is reasonably possible.

f) As part of the Installation Instruction Email, KBB will provide to You approved text links and graphic links featuring selected KBB logos and trademarks. KBB authorizes Your use of these approved text links and graphic links on Your Web site(s) during the Term of this Agreement to solicit Users to access the Application. Other than scaled resizing, You agree not to alter the text links and graphic links except with the express prior written consent of KBB.

g) KBB provides the Service only to qualified customers. If You are not a qualified dealer or financial services provider, or are using the Application in connection with a Web site that is unsuitable (violates or infringes upon the rights of any third party including, for example, copyrights, trademarks, privacy, or other personal or proprietary rights, is libelous or otherwise illegal, promotes sexually explicit materials, violence, or other illegal activities), KBB may cancel this contract at any time.

2. CONTACT AND BILLING INFORMATION: In consideration of Your use of the Service, You agree to provide KBB with complete and accurate billing and contact information. This information includes Your legal company name, street address, e-mail address, and name and telephone number of authorized billing and systems administration contacts. You agree to update this information within thirty (30) days of any change to it. If the contact information You have provided is false or fraudulent, we reserve the right to terminate this Agreement and Your access to the Service in addition to any other legal remedies.

3. FEES, PAYMENT TERMS, RENEWAL, NO PARTIAL BILLING PERIOD: a) You agree to pay all charges during the Billing Period and the Term in accordance with the fees and the payment terms contained in the Order Form and these Terms and Conditions. Unless otherwise indicated on the Order Form, the Billing Period commences on the first day of the calendar month following the date we send to You the Installation Instruction Email and concludes on the expiration or earlier termination of this Agreement. For example, if we send You the Installation Instruction Email on March 24, the Billing Period will commence on April 1. KBB will invoice You. Invoices are due and payable within 30 days.

b) KBB's fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and You are responsible for payment of all such taxes, levies, or duties, excluding only federal or state taxes based solely on KBB's income.

c) Unless otherwise indicated on the Order Form, all fees specified on the executed Order Form are nonrefundable whether or not You use the Application on Your Web site. If You elect to discontinue the Service and terminate the Agreement, You will continue to be charged the fees through the end of the then current Term and no refund will be given for any unused portion of the Term.

d) The initial term of the Agreement shall commence on the Order Date indicated on the Order Form and continue for the number of months designated on the Order Form (the "Initial Term"). It shall then renew automatically for additional thirty (30) day terms ("Renewal Term") until either party terminates this Agreement, as provided herein. We will automatically invoice You upon renewal. Unless otherwise indicated on the Order Form, KBB reserves the right to change the fees upon renewal with at least 30 days prior notice to You, which notice may be provided by e-mail. The Initial Term and the Renewal Term are sometimes referred to herein collectively as the "Term."

e) Either party may terminate the Agreement, with or without cause, after the Initial Term by providing the other party with thirty (30) days prior written notice of such termination. Upon the termination of this Agreement, regardless of the reason therefor or the fault (if any) of any party, any rights granted hereunder or in connection with the performance of this Agreement to use any images, logos, photographs, footage, trademarks, symbols, confidential materials, trade secrets, data, or other materials provided by the other party, shall immediately terminate.

f) Termination by You will not relieve You of any obligations incurred prior to termination.

4. SUSPENSION OR TERMINATION OF SERVICE FOR NON-PAYMENT: a) If payment of fees is not received for any reason, KBB reserves the right to suspend the Service and Your access to the Application if payment is not received within 10 business days of our notice to You, and terminate the Service and Your access to the Application if payment is not received within 30 days. If You believe that an invoice from KBB is incorrect, You must contact us

within ten (10) days of the invoice date on the invoice containing the amount in question to be eligible to receive an adjustment or credit or avoid suspension.

b) You will continue to be charged fees during any period of suspension. KBB reserves the right to subject delinquent invoices (accounts in arrears) to interest of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is less, plus all expenses of collection. Should Your account be suspended for delinquent payment, KBB also reserves the right to impose a separate reactivation fee should You thereafter again request access to the Service. You agree to pay KBB its reasonable expenses, including attorneys' fees, collection agency fees and court costs, incurred in enforcing its rights under this Agreement.

c) You agree and acknowledge that KBB has no obligation to retain Lead Data in the event of termination of the Service for non-payment, and as such Lead Data will be irretrievably deleted. If You or KBB initiate termination of this Agreement, You will be obligated to pay the balance due on Your account computed in accordance with the Fees and Payment Terms section above.

5. TERMINATION FOR CAUSE: KBB may deny You access to all or part of the Service without notice if You engage in any conduct or activities that KBB believes in its sole and absolute discretion violates applicable law or any terms of this Agreement. You agree that any termination of Your access to the Service and the Application hosted by KBB under any provision of this Agreement may be effected without prior notice, and acknowledge and agree that KBB may immediately deactivate or delete Your account and all related information and Lead Data files in Your account and/or bar any further access to such files or the Service. Further, You agree that KBB shall not be liable to You or any third-party for any termination of Your access to the Service or the Application.

6. LICENSE GRANTS: a) KBB grants You a non-exclusive, non-transferable, worldwide right to use the Service and Application during the Term, subject to the terms of this Agreement. You grant to KBB the non-exclusive, worldwide, right to use, copy, store, transmit and display the Lead Data solely to the extent necessary to provide the Service as requested by You. You shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise make available to any third party the Service or the Application, or (ii) modify or make derivative works based upon the Service or the Application. All rights not expressly granted to You are reserved by KBB and its licensors.

b) During the Term of this Agreement, KBB grants to You a limited, non-exclusive, non-transferable, right and license to use the KBB trademarks and logos that KBB designates for Your use solely on Your Web site as permitted hereunder. You acknowledge and agree that KBB owns and otherwise has the exclusive right to use and to license its marks. You may not alter, modify or manipulate KBB's logos and marks without KBB's express, written consent. KBB retains any and all rights of copyright, trademark and all other rights in its own marks. The limited license granted herein shall terminate upon the termination or expiration of this Agreement.

c) During the Term of this Agreement, You grant to KBB a limited, non-exclusive, non-transferable, right and license to use Your name, trademarks and logos solely in connection with KBB's performance of its obligations to You as required hereunder. KBB acknowledges and agrees that You own and otherwise have the exclusive right to use and to license Your marks. KBB will not alter, modify or manipulate Your logos and marks without Your express, written consent. You will retain any and all rights of copyright, trademark and all other rights in Your own marks. The limited license granted herein shall terminate upon the termination or expiration of this Agreement.

7. KBB OWNERSHIP: KBB alone (and its licensors, where applicable) shall own all right, title and interest, including all related Intellectual Property Rights, in and to the Service and Application and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by You or any other party relating to the Service and Application. This Agreement is not a sale and does not convey any rights of ownership in or related to the Service or Application to You. The KBB name, logo, and the product names associated with the Service are trademarks of KBB, and no right or license is granted to use them, except as otherwise provided herein. You agree to not use any of the KBB's logos or trademarks as search terms, keywords, or in any other manner with search engines or devices.

8. YOUR RESPONSIBILITIES: You are responsible for any and all activities that occur on Your Web site(s). You shall: (i) notify KBB immediately of any unauthorized use of any Lead Data or any other known or suspected breach of security; (ii) report to KBB immediately and use reasonable efforts to stop immediately any copying or distribution of Lead Data that is known or suspected by You; (iii) assure that Your Web site and Your use of the Service and Application at all times complies with all applicable local, state, federal, and international laws, regulations, and

conventions, including without limitation those related to data privacy, international communications, and the exportation of technical or personal data.

9. RESTRICTED USE OF LEAD DATA: KBB agrees that it will not transmit to any third party, for compensation or free of charge, Lead Data for any purpose, unless such transmission is performed with Your consent and the consent of the User who submitted the Lead Data. Nothing herein shall prohibit KBB from aggregating information from Lead Data (e.g. User vehicle statistics) and using such information for its internal and commercial purposes. You agree that You will not transmit Lead Data to any third party for any reason or purpose unless such transmission is performed with the consent of the User who submitted the Lead Data.

10. REPRESENTATIONS AND WARRANTIES: Each party represents and warrants that it has the legal power and authority to enter into this Agreement. KBB represents and warrants that it will provide the Service in a manner consistent with general industry standards reasonably applicable to the provision thereof.

11. INDEMNIFICATION OBLIGATIONS: a) You shall indemnify and hold KBB and its subsidiaries, affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all third party claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with a breach by You of this Agreement, provided that KBB (i) gives written notice of the claim promptly to You (ii) gives You sole control of the defense and settlement of the claim (provided that You may not settle or defend any claim unless You unconditionally release KBB of all liability and such settlement does not affect KBB's business); (iii) provides to You all available information and assistance; and (iv) has not compromised or settled such claim.

b) KBB shall indemnify and hold You and Your parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all third party claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with a breach by KBB of this Agreement; provided that You (i) promptly give written notice of the claim to KBB; (ii) give KBB sole control of the defense and settlement of the claim (provided that KBB may not settle or defend any claim unless it unconditionally releases You of all liability); (iii) provides to KBB all available information and assistance; and (iv) has not compromised or settled such claim.

13. PRIVACY POLICIES: KBB shall maintain a privacy policy in connection with the Application and make the same available to Users accessing the Application by means of an active link. KBB reserves the right to modify its privacy policy in its reasonable discretion from time to time. You agree to maintain an appropriate privacy policy in connection with each of Your Web sites integrating the Application, and include in each such privacy policy the following or similar language: "As part of the operation of this Web site, we may offer pricing reports and other information from Kelley Blue Book and request You provide Your personal information (including Your contact information) so that we may contact You about the services we offer. Your personal information may be provided to Kelley Blue Book for processing before being sent back to us. If You do not want Your information to be sent to Kelley Blue Book, do not submit Your personal information in the contact form."

14. INTERNET DELAYS; FORCE MAJEURE: THE SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. KBB IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. KBB SHALL NOT BE LIABLE IN ANY WAY FOR ITS FAILURE TO PERFORM HEREUNDER IF SUCH FAILURE IS OCCASIONED BY ANY OF THE FOLLOWING: WAR; FIRE; FLOOD; INTERRUPTION OF TRANSPORTATION; EMBARGO; ACCIDENT; EXPLOSION; GOVERNMENTAL ORDERS, REGULATIONS, RESTRICTIONS, PRIORITIES OR RATIONING; STRIKE, LOCKOUT OR OTHER LABOR PROBLEMS; OR ANY REASONABLE CAUSE BEYOND THE CONTROL OF KBB.

15. DISCLAIMER; LIMITATION OF LIABILITY: A) YOU EXPRESSLY UNDERSTAND AND AGREE THAT: YOUR USE OF THE SERVICE AND APPLICATION IS AT YOUR SOLE RISK. THE SERVICE, THE PRESENTATION OF KBB CONTENT, PRICING REPORTS AND DATA ON YOUR WEB SITE(S), AND THE COLLECTION AND TRANSMISSION OF LEAD DATA TO YOU, IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. KBB EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF ACCURACY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NOR DOES KBB GUARANTEE THAT ANY INFORMATION, SOFTWARE, OR OTHER MATERIAL ACCESSIBLE FROM OR RELATED TO THE SERVICE OR APPLICATION IS FREE OF VIRUSES, WORMS, OR OTHER HARMFUL COMPONENTS. KBB

MAKES NO WARRANTY THAT (i) THE SERVICE OR APPLICATION WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE OR APPLICATION WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE AND/OR APPLICATION WILL BE ACCURATE OR RELIABLE, OR (iv) ANY ERRORS IN THE APPLICATION RELATED TO THE SERVICE WILL BE CORRECTED. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM KBB SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS AND CONDITIONS.

B) KBB IS NOT RESPONSIBLE FOR THE ACCURACY OR INTERRUPTION OF, OR ANY ERRORS OR MALFUNCTION IN, THE APPLICATION OR OTHER SERVICES PROVIDED BY KBB HEREUNDER. KBB IS NOT LIABLE FOR ANY DAMAGES, WHETHER FORESEEABLE, UNFORESEEABLE, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY OR OTHERWISE, OR ANY COSTS OR EXPENSES INCURRED BY YOU OR ANY OTHER PERSON OR ENTITY WITH RESPECT TO, IN CONNECTION WITH OR AS A RESULT OF ANY SERVICE PROVIDED BY KBB HEREUNDER OR THE INACCURACY OR OMISSION THEREOF OR THEREFROM (INCLUDING, WITHOUT LIMITATION, FOR THE PROCUREMENT OF SUBSTITUTE SERVICES, LOSS OF BUSINESS OR LOSS OF PROFITS), EVEN IF KBB OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITIES THEREOF. YOUR SOLE REMEDY IN THE EVENT KBB SHALL FAIL TO PROVIDE THE SERVICES SHALL BE A PRORATED REFUND OF ANY FEES PAID BY YOU TO KBB IN ADVANCE FOR SUCH SERVICES. YOU HEREBY WAIVE ANY RIGHTS AGAINST KBB OR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND ADVISORS THAT YOU (OR ANY PERSON OR ENTITY CLAIMING ANY RIGHT BY, THROUGH OR ON BEHALF OF YOU) MAY OTHERWISE HAVE, AT LAW, IN EQUITY, OR UNDER THIS AGREEMENT OR OTHERWISE, TO ANY OTHER DAMAGES, COSTS OR EXPENSES.

16. ADDITIONAL RIGHTS: Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, so the exclusions set forth above may not apply to You.

17. ASSIGNMENT: This Agreement may not be assigned by You without the prior written approval of KBB but may be assigned by KBB to (i) a parent or subsidiary, (ii) an acquirer of assets, or (iii) a successor by merger. Any purported assignment in violation of this section shall be void.

18. OUR RELATIONSHIP: No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created between You and KBB by this Agreement. No party has the right, power or ability to create a liability or obligation for or of the other party. This Agreement is between KBB and You and is not intended to be for the benefit of any third party.

19. COMPLIANCE WITH LAWS: You shall comply with all applicable laws, statutes, ordinances and regulations regarding Your use of the Service, the Application, and receipt and delivery of Lead Data (including without limitation those governing interstate commerce, export control, unfair competition, or false advertising). If there are applicable fees and taxes You incur to access the Services, including without limitation all applicable sales, use, gross receipts, and excise taxes, You are solely responsible for their payment.

20. JURISDICTION; GOVERNING LAW: This Agreement shall for all purposes be governed, interpreted, construed and enforced in accordance with the laws of the State of California. You hereby agree that the federal and state courts located in Orange County, California, shall constitute the sole and exclusive forum for the resolution of any and all disputes arising out of or in connection with this Agreement and You hereby consent to the jurisdiction of such courts and irrevocably waive any objections thereto. In any action to enforce the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs. Regardless of where You access the Service, You agree to comply with all applicable laws of the United States of America, including those regarding the export of data and software. You are also responsible for complying with all other laws, rules and regulations that may be applicable to Your use of the Service and Application.

21. NOTICES: All notices, authorizations and consents with respect to this Agreement shall be in writing and given by sending it via e-mail, by conventional mail, or by nationally recognized overnight courier. In the case of e-mail notification to KBB, to pjohnson@kbb.com or, in the case of notice to You, at the e-mail address provided by You in the Order Form. Any e-mail communication shall be deemed to have been validly and effectively given on the date of such communication, if such date is a business day and such delivery was made prior to 5:00 p.m. PST, otherwise it will be deemed to have been delivered on the next business day. In the case of regular mail notice, valid notice shall be deemed to have been validly and effectively given on the third (3rd) business day after deposited in the United States mail, postage prepaid, certified or registered, return receipt requested, and on the business day after being sent by nationally

recognized overnight courier, charges prepaid, return receipt requested, addressed to You at the address provided by You in the Order Form, and, in the case of notification to KBB, to: Kelley Blue Book, 195 Technology Drive, Irvine CA 92618.

22. MISCELLANEOUS PROVISIONS: This Agreement, including the Order Form and Terms and Conditions, contains the entire understanding of the parties relating to the subject matter hereof and supercedes all prior and contemporaneous agreements and understandings, both written and oral, regarding such subject matter. This Agreement may not be modified or amended nor any rights under it waived, in whole or in part, except in writing signed by both parties. Neither party's waiver of the breach of any provision shall constitute a waiver of any other provision or that provision in any other instance. Neither party shall issue any press releases or other announcement or disclosure regarding this Agreement without the other party's prior written approval. If any term of this Agreement is held invalid, illegal or unenforceable for any reason, the remainder of the provision shall continue in full force and effect, and it is the intent of the parties that a valid, legal and enforceable provision with the same intent and economic effect be substituted. This Agreement will be interpreted in accordance with its terms and without any strict construction in favor of or against either party. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but which collectively will constitute one and the same instrument. Any party may enter into this Agreement by signing any such counterpart and each counterpart may be signed and executed by the parties and transmitted by facsimile transmission and shall be as valid and effectual as if executed as an original.

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