

# API License Agreement

**By accessing or using any of the APIs, or authorizing or permitting any individual to access or use any of the APIs, You agree to be bound by this Agreement.** If You are accessing or using any of the APIs on behalf of a company, organization, or another entity (an “Entity”), or in Your capacity as an employee or contractor of an Entity, You are agreeing to this Agreement on behalf of that Entity and You are representing to ADESA that You have the authority to bind such Entity and its Affiliates to this Agreement, in which case the terms “Licensee,” “You,” “Your,” or a related capitalized term herein shall refer to such Entity and its Affiliates. If You do not have such authority, or if You do not agree with this Agreement, You must not accept this Agreement and may not access nor use any of the APIs.

## 1. DEFINITIONS

For purposes of this Agreement, capitalized terms shall have the meanings set forth below.

**ADESA Platforms:** means the desktop or mobile platforms owned or operated by ADESA or any Affiliate of ADESA through which ADESA makes the Services available to Licensee.

**Affiliate:** means any Entity that controls, is controlled by, or is under common control with another Entity.

**API:** means an application programming interface and any accompanying or related documentation, source code, SDKs, executable applications and other materials made available by ADESA, including, without limitation, through the ADESA Platforms, including any and all improvements, derivatives, and Modifications thereto.

**Confidential Information:** means the APIs, the Data, and ADESA’s proprietary business procedures, products, pricing algorithms, services, operations, marketing materials, and policies that are received or obtained by Licensee during the negotiation or performance of this Agreement.

**Data:** means the output generated by ADESA and made available to Licensee in response to Licensee’s access to and usage of the APIs. For example, such data may include the following: information regarding vehicle availability, vehicle valuation, vehicle reconditioning, vehicle condition, and vehicle inspection.

**Intellectual Property Rights:** means patents, inventions, copyrights, trademarks, domain names, trade secrets, know-how and any other intellectual property and/or proprietary rights.

**Internal Use:** means the use of the APIs and the Data in connection with Licensee’s access to and use of the ADESA Platforms for Licensee’s internal business purposes in accordance with the User Agreement.

**Privacy Policy:** means the Privacy Policy found [here](#).

**Services:** means the in-person and/or internet-based remote vehicle auction services provided by ADESA through the ADESA Platforms.

**User Agreement:** means the US auction policies and forms found [here](#).

## 2. PURPOSE AND LICENSE

**2.1** This Agreement and any and all restrictions and policies implemented by ADESA from time to time with respect to the APIs as set forth in each APIs’ documentation shall govern Licensee’s rights to use

and access each API for the sole purpose(s) ascribed to each API. Licensee's access to and use of the APIs is for Internal Use only and is governed by this Agreement and the User Agreement.

**2.2** Subject to Licensee's compliance with the terms and conditions of this Agreement and the User Agreement, including the restrictions set forth in Section 3, below, ADESA grants to Licensee a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term (as defined in Section 12) to use and make calls to the APIs solely as necessary for Internal Purposes and in compliance with the permissible purpose(s) ascribed to each API in Section 18, below. Licensee understands and agrees that ADESA may suspend Licensee's access to an API at any time and for any reason and that ADESA.

**2.3** In addition, subject to Licensee's compliance with the terms and conditions of this Agreement and the User Agreement, including the restrictions set forth in Section 3, below, ADESA grants to Licensee a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use the Data for Internal Purposes in connection with Licensee's usage of the ADESA Platforms. Licensee understands and agrees that ADESA may add or remove (or require that Licensee add or remove) certain data elements from the Data, at any time and for any reason and that ADESA may suspend delivery of the Data at any time and for any reason.

**2.4** ADESA shall have, and Licensee hereby grants to ADESA, a royalty-free, fully paid-up, worldwide, transferable, sub-licensable, irrevocable and perpetual license to implement, use, modify, commercially exploit, incorporate into any of ADESA's products or services (including the Services and/or the APIs) and/or otherwise use in any manner any suggestions, enhancement requests, recommendations or other feedback ADESA receives from Licensee.

### **3. RESTRICTIONS AND RESPONSIBILITIES**

The licenses granted in Section 2 of this Agreement are explicitly conditioned on Licensee's adherence to the following restrictions and compliance with its responsibilities as set forth herein.

**3.1** Licensee must comply with all restrictions set forth in this Agreement, the Privacy Policy, the User Agreement, and any API's documentation in all Licensee's uses of the APIs. If ADESA believes, in its sole discretion, that Licensee has violated or attempted to violate any term or condition, or the spirit of this Agreement, the license granted to Licensee pursuant to this Agreement may be temporarily or permanently revoked, with or without notice to Licensee.

**3.2** In order to use and access the APIs, Licensee must obtain API credentials (a "Token") from ADESA. Licensee may not share its Token with any third party, shall keep such Token and all login information secure, and shall use the Token as Licensee's sole means of accessing the APIs.

**3.3** Licensee shall not, under any circumstances, directly or indirectly: (a) repackage or resell the APIs or the Data, or any part thereof; (b) make the APIs or the Data available to any third party; (c) use the APIs and the Data in any manner that does or could potentially undermine the security of the ADESA Platforms, the APIs, the Data, or any other information stored or transmitted using the Services; (d) interfere with, modify or disable any features, functionality, or security controls of the Services or the APIs; (e) defeat, avoid, bypass, remove, deactivate or otherwise circumvent any protection mechanisms for the Service or the APIs; (f) reverse engineer, decompile, disassemble or derive source code, underlying ideas, algorithms, structure or organizational form from the Services, the APIs, or the Data; or

(g) use any robot, spider or other automatic device, manual process or application or data mining or extraction tool to access, monitor, copy, mine, extract, screen scrape or use the Data, the ADESA Platforms, or the Services, or take any other action that imposes an unreasonable or disproportionately large load on ADESA's systems or the ADESA Platforms. Company expressly agrees that no Data will become searchable on any publicly-available website.

**3.4** Licensee will respect and comply with the technical and policy-implemented limitations of the APIs and the restrictions of this Agreement in utilizing the Services and the APIs, and in accessing the ADESA Platforms. Without limiting the foregoing, Licensee shall not violate any explicit rate limitations on calling or otherwise utilizing an APIs.

#### **4. REPRESENTATIONS, WARRANTIES AND COVENANTS**

Licensee represents, warrants and covenants that (a) Licensee's use of the APIs and the Data will comply with all applicable local, state, and federal laws and regulation; and (b) Licensee will not use the APIs or the Services in any way that causes any malicious code or content to be transmit into the ADESA Platforms.

#### **5. MODIFICATIONS**

Licensee acknowledges and agrees that ADESA may modify this Agreement and the APIs from time to time (a "Modification"). Licensee will be notified of any Modification by one of the following methods: (a) through notices sent through the ADESA Platforms; or (b) via email from ADESA to Licensee. Licensee shall, within thirty (30) days from the date of first notice of any Modification(s) (or such shorter period of time specified in the notice of the Modification(s)) (the "Conformance Period") comply with such Modification(s) by implementing and using the most current version of the APIs. ADESA shall have no liability of any kind to Licensee with respect to such Modifications or any adverse effects resulting from such Modifications. Licensee's continued access to or use of the Services or APIs following the Conformance Period shall constitute binding acceptance of the Modification(s) at issue.

#### **6. OWNERSHIP**

Licensee agree that ADESA owns all right, title, and interest in and to the APIs, the Data, and the ADESA Platforms, including any Intellectual Property Rights related thereto. Except for the limited licenses expressly provided in Section 2, nothing contained in this Agreement will be interpreted to convey to Licensee or to any third party any right, title, or interest in or to the Data. Additionally, except as otherwise expressly set forth, no right or license is granted from ADESA to Licensee, either express or implied, for any trademark or other intellectual property owned, possessed, or licensed by or to ADESA.

#### **7. SUPPORT**

This Agreement does not entitle Licensee to any support for the Services or the APIs, unless otherwise stated in Section 18, below, or Licensee makes separate arrangements with ADESA for such support.

#### **8. CONFIDENTIALITY**

The APIs and the Data constitute ADESA's Confidential Information. Licensee hereby agrees (a) to hold the Confidential Information in confidence and to take reasonable precautions to protect such Confidential Information (including, without limitation, all precautions the Licensee employs with

respect to its own confidential materials); (b) not to divulge any Confidential Information to any third person (except consultants and contractors, subject to the conditions stated below); (c) not to use any Confidential Information except for the purposes set forth in this Agreement; and (d) not to copy or reverse engineer any Confidential Information. Any employee, consultant, or contractor of Licensee's who is given access to the Confidential Information must have a legitimate "need to know" and shall be similarly bound in writing. Licensee acknowledges and agrees that due to the unique nature of the Company's Confidential Information, there can be no adequate remedy at law for any breach of its obligations hereunder and therefore, that upon any such breach or any threat thereof, Company shall be entitled to appropriate equitable relief in addition to whatever remedies it might have at law.

## **9. DISCLAIMER OF WARRANTIES**

ALL ASPECTS OF THE APIs ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND TO THE FULLEST EXTENT PERMITTED BY LAW. ADESA EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. LICENSEE ACKNOWLEDGES THAT ADESA DOES NOT WARRANT THAT THE APIs WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE OR FREE FROM VIRUSES OR OTHER MALICIOUS SOFTWARE, AND NO INFORMATION OR ADVICE OBTAINED BY LICENSEE FROM ADESA OR THROUGH THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

## **10. LIMITATION OF LIABILITY**

EXCEPT FOR LICENSEE'S INDEMNIFICATION OBLIGATIONS, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (WHETHER IN CONTRACT, TORT, NEGLIGENCE OR OTHERWISE) WILL EITHER PARTY TO THIS AGREEMENT, OR THEIR AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS OR LICENSORS BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY LOST PROFITS, LOST SALES OR BUSINESS, LOST DATA, BUSINESS INTERRUPTION, LOSS OF GOODWILL, OR FOR ANY TYPE OF INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE LOSS OR DAMAGES, OR ANY OTHER LOSS OR DAMAGES INCURRED BY SUCH PARTY OR THIRD PARTY IN CONNECTION WITH THIS AGREEMENT, THE APIs OR THE SERVICES, REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN SUCH DAMAGES.

## **11. INDEMNIFICATION**

Licensee will indemnify and hold ADESA harmless against any claim brought by a third party against ADESA arising from or related to any breach of an obligation, representation, warranty, covenant or other provision of this Agreement by Licensee or any matter which Licensee has expressly agreed to be responsible pursuant to this Agreement.

## **12. TERM AND TERMINATION**

This Agreement shall commence on the Effective Date and will remain in effect until terminated pursuant to this Section 12 (the, "Term"). Either party may terminate this Agreement at any time, for any reason, or for no reason including, but not limited to, if Licensee violates any provision of this Agreement. Any termination of this Agreement shall also terminate the licenses granted to Licensee hereunder. Upon termination of this Agreement for any reason, Licensee shall cease using, and either return to ADESA, or destroy and remove from all computers, hard drives, networks, and other storage media, all copies of

any materials licensed pursuant to this Agreement and any Confidential Information in Licensee's possession, and shall certify to ADESA that such actions have occurred. Sections 3, 4, 6, 8-15 and 17 shall survive termination of this Agreement.

### **13. ASSIGNMENT**

Licensee may not, directly or indirectly, by operation of law or otherwise, assign all or any part of this Agreement or Licensee's rights under this Agreement or delegate performance of Licensee's duties under this Agreement without ADESA's prior consent, which consent will not be unreasonably withheld. ADESA may, without Licensee's consent, assign this Agreement to any Affiliate or in connection with any merger or change of control of ADESA or the sale of all or substantially all of its assets provided that any such successor agrees to fulfill its obligations pursuant to this Agreement. Subject to the foregoing restrictions, this Agreement will be fully binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

### **14. SEVERABILITY**

If any provision in this Agreement is held by a court of competent jurisdiction to be unenforceable, such provision shall be modified by the court and interpreted so as to best accomplish the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

### **15. RELATIONSHIP OF THE PARTIES**

The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship among the parties.

### **16. NOTICE**

All notices to be provided by ADESA to Licensee under this Agreement may be delivered as described in Section 5, above. Licensee must give notice to ADESA in writing via an email sent to: support@adesa.com.

### **17. GOVERNING LAW**

This Agreement shall be governed by the laws of the State of Arizona, without reference to conflict of laws principles. Any disputes under this Agreement shall be resolved in a court of general jurisdiction in Maricopa County, Arizona. Licensee hereby expressly agrees to submit to the exclusive personal jurisdiction of Maricopa County, Arizona for the purpose of resolving any dispute relating to this Agreement or Licensee's access to or use of the APIs, the Data, or the Services.

### **18. API-SPECIFIC TERMS AND CONDITIONS.**

<b>API Name</b>	<b>Permissible Purpose(s)</b>	<b>Support</b>
RTI	To collect details on inventory available for purchase through an ADESA Platform.	No additional SLA
Valuations	To understand the estimated value of vehicles to be sold or purchased through an ADESA Platform.	No additional SLA

Reconditioning	To collect reconditioning data for a specific vehicle inspection performed by ADESA.	No additional SLA
AutoGrade	To collect AutoGrade data for a specific vehicle inspection performed by ADESA.	No additional SLA
Wheels And Tires	To collect wheel and tire data for a specific vehicle inspection performed by ADESA.	No additional SLA
Remove Sale Listing	To remove a vehicle as available for purchase through an ADESA Platform.	No additional SLA
Update Sale Listing Floor Price	To modify the floor price of a vehicle listed for sale through an ADESA Platform.	No additional SLA