

2024 NADA PROMOTIONAL AGREEMENT

Last Modified: February 1, 2024

PLEASE READ THIS 2024 NADA PROMOTIONAL CAREFULLY.

This is a contract between you (the “Partner”) and us (“PartsTech”). It describes how we will work together and other aspects of our business relationship. It is a legal document so some of the language is necessarily “legalese” but we have tried to make it as readable as possible.

The 2024 NADA Promotional Agreement applies to your participation in our 2024 NADA-Exclusive Show Promo (the “2024 NADA Promo”). These terms are so important that we cannot have you participate in our 2024 NADA Promo unless you agree to them.

We periodically update these terms. We might also choose to replace these terms in their entirety if, for example, the 2024 NADA Promo changes, ends, or becomes part of another program. If we update or replace the terms we will let you know via electronic means, which may include an in-app notification or by email. If you don’t agree to the update or replacement, you can choose to terminate as we describe below.

Definitions

“Agreement” means this 2024 NADA Promo Agreement and all materials referred or linked to in here.

“Compensation” means an amount or award described in the 2024 NADA Promo (or if applicable, in the Program Policies) for each Customer Transaction.

“Customer” means the authorized actual user of the PartsTech Products who has purchased or signed up for the PartsTech Products.

“Customer Data” means all information that Customer submits or collects via the PartsTech Products and all materials that Customer provides or posts, uploads, inputs or submits for public display through the PartsTech Products.

“2024 NADA Promo” means our NADA event promotional program as described in this Agreement.

“Software” means the software tool that we make available to you upon your acceptance into the 2024 NADA Promo.

“PartsTech Affiliate” means a company owned, operated or controlled by PartsTech.

“PartsTech Content” means all information, data, text, messages, software, sound, music, video, photographs, graphics, images, and tags that we incorporate into our services.

“PartsTech Products” means both the products and services that we offer from time to time.

“Program Policies” means the policies applicable to affiliates which we may make available to you from time to time.

“Program Policies Page” means the landing page: <https://www.PartsTech.com/program-policies> where we will provide all the up to date guidelines and policies for the Partner Program.

“We”, “us”, “our”, and “PartsTech” means PartsTech, Inc., a Delaware corporation.

“You” and “Partner” means the party, other than PartsTech, entering into this Agreement and participating in the 2024 NADA Promo.

Non-Exclusivity

This Agreement does not create an exclusive agreement between you and us. Both you and we will have the right to recommend similar products and services of third parties and to work with other parties in connection with the design, sale, installation, implementation and use of similar services and products of third parties.

Promo Acceptance

Once you complete an application, we will review your application and notify you whether you have been accepted to participate in the 2024 NADA Promo, or not. Before we accept an application, we may want to review your application with you, so we may reach out to you for more information. We may require that you complete certain requirements or certification(s) before we accept your application. If we do not notify you that you are accepted to participate in the 2024 NADA Promo within thirty (30) days from your application, your application is considered to be rejected.

If you are accepted to participate in the 2024 NADA Promo, then upon notification of acceptance, the terms and conditions of this Agreement shall apply in full force and effect, until terminated, pursuant to the terms set forth below. Further, you will need to complete any enrollment criteria set out in the Program Policies Page, if applicable. Failure to complete any enrollment criteria within thirty (30) days of your acceptance will result in the immediate termination of this Agreement and you will no longer be able to participate in the 2024 NADA Promo.

You will comply with the terms and conditions of this Agreement at all times, including any applicable Policies.

Customer Transactions

1. **2024 NADA Promo Limits.** Each accepted **Promo** Lead will be accepted and expire according to the information provided. Accepted dealers may sell on PartsTech with no setup or dealer fees for either six [6] months or until \$2,500 in sales have been reached, whichever comes first. Regular fees apply after this threshold is reached.

2. -No Setup or Dealer Integration Fees

3. -Valid Only For Contracts Signed During NADA 2024

4. **Eligibility.** To be eligible for Compensation (i) a Partner must be accepted and valid in accordance with the 'Acceptance and Validity' section, (ii) Partner must have signed up at the NADA 2024 Event in Las Vegas, Nevada. You are not eligible to receive Compensation if: (i) such compensation is disallowed or limited by federal, state or local law or regulation in the United States or the laws or regulations of your jurisdiction; (ii) the applicable Customer objects to or prohibits such compensation or excludes such compensation from its payments to us or PartsTech Partners; (iii) the Customer has paid or will pay such commissions, referral fees, or other compensation directly to you, or (iv) the Compensation payment has been obtained by fraudulent means, misuse of the Software, in violation of any Program Policies that we make available to you, misuse of the Software or by any other means that we deem to breach the spirit of the 2024 NADA Promo Program. We may discontinue payments should any of the eligibility criteria set forth in this subsection fail to be met at any time.

5. **Acceptance and Validity.** Notwithstanding the foregoing, we may choose not to accept a Partner in our reasonable discretion.

6. **Compensation and Payment.** In order to receive any Compensation under this Agreement, you must have: (i) agreed to the terms of this Agreement (generally completed through the Software); (ii) completed all steps necessary to create your account in accordance with our directions, (iii) if applicable, have a valid and up-to-date payment method in the Software with such account (iv) completed any and all required tax documentation in order for the Software to process any payments that may be owed to you.

7. **Compensation Payment.** We will determine the currency or award means and manner in which we pay the Compensation, as well as the applicable conversion rate. We will not pay more than one payment or other similar fee on any given Customer Transaction (unless we choose to in our discretion).

8. **Taxes.** You are responsible for payment of all taxes and fees (including bank fees) applicable. All amounts payable by us to you are subject to offset by us against any amounts owed by you to us. Compensation Amounts. We reserve the right to alter or change the Compensation amount as per the Software Agreement.

Trademarks

You grant to us a nonexclusive, nontransferable, royalty-free right to use and display your trademarks, service marks and logos ("Partner Marks") in connection with the 2024 NADA Promo and this Agreement.

During the term of this Agreement, in the event that we make our trademark available to you, you may use our trademark as long as you follow the usage requirements in this section. You must: (i) only use the images of our trademark that we make available to you, without altering them in any way; (ii) only use our trademarks in connection with the 2024 NADA Promo and this Agreement; (iii) comply with any policies we disseminate regarding trademark usage; and (iv) immediately comply if we request that you discontinue use. You must not: (i) use our trademark in a misleading or disparaging way; (ii) use our trademark in a way that implies we

endorse, sponsor or approve of your services or products; or (iii) use our trademark in violation of applicable law or in connection with an obscene, indecent, or unlawful topic or material.

Proprietary Rights

1. **PartsTech's Proprietary Rights.** The PartsTech Products are protected by intellectual property laws. The PartsTech Products belong to and are the property of us or our licensors (if any). We retain all ownership rights in the PartsTech Products. You agree not to copy, rent, lease, sell, distribute, or create derivative works based on the PartsTech Content, or the PartsTech Products in whole or in part, by any means, except as expressly authorized in writing by us. If you wish to use PartsTech Content, you must comply with any guidelines we require for such use. PartsTech, the PartsTech logos, and other marks that we use from time to time are our trademarks and you may not use them without our prior written permission, except as otherwise set forth in this Agreement.

You agree that you will not copy, use, or distribute the PartsTech Content in verbatim form nor will you copy or mimic the look and feel of the PartsTech Content or PartsTech Products without our prior written consent.

You agree that any comments, suggestions, or recommendations you make with respect to existing or future PartsTech Products will be non-confidential and that we own all rights to use and incorporate such comments, suggestions, or recommendations into the PartsTech Products, without payment to you.

2. **Customer's Proprietary Rights.** As between you and Customer, Customer retains the right to access and use the Customer portal associated with the PartsTech Products. For the avoidance of doubt, Customer will own and retain all rights to the Customer Data, as more specifically provided in our agreements with the Customer.

Confidentiality

As used herein, "Confidential Information" means all confidential information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), (i) whether orally or in writing, that is designated as confidential, and (ii) PartsTech customer and prospect information, whether or not otherwise designated as confidential. Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party or (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party. The Receiving Party shall: (i) protect the confidentiality of the Confidential Information of the Disclosing Party using the same degree of care that it uses with its own confidential information, but in no event less than reasonable care, (ii) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, (iii) not disclose Confidential Information of the Disclosing Party to any third party, and (iv) limit access to Confidential Information of the Disclosing Party to its employees, contractors and agents. The Receiving Party may disclose Confidential Information of the Disclosing Party if required to do so under any federal, state, or local law, statute, rule or regulation, subpoena or legal process.

Term and Termination

1. **Term.** This Agreement will apply for as long as you participate in the 2024 NADA Promo, until terminated per the limitations listed above.

2. **Termination Without Cause.** Both you and we may terminate this Agreement on seven (7) days written notice to the other party.

3. **Termination for Agreement Changes.** If we update or replace the terms of this Agreement, you may terminate this Agreement upon written notice to us, provided that you send us written notice within five (5) days after we send you notice of the change.

4. **Termination for Cause.** We may terminate this Agreement: (i) upon thirty (30) days' notice to you of a material breach if such breach remains uncured at the expiration of such period, (ii) upon five (5) days notice to you of non-payment of any amount due to us if such amount remains unpaid at the expiration of such period, (iii) immediately, if you become the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors, (iv) immediately, if you breach the terms applicable to your subscription with us (if you have one), including if you default on your payment obligations to us or our affiliate, or (v) immediately, if we determine that you are acting, or have acted, in a way that has or may negatively reflect on or affect us, our prospects, or our customers.

5. **Effects of Expiration/Termination.** Expiration of this Agreement, and termination of this Agreement: (i) without cause by us, (ii) by you with cause, (iii) by you according to the 'Termination for Agreement Changes' section, shall not affect our obligation to pay you a Compensation, so long as the related payment by the Customer Transaction is recognized by us within thirty (30) days after the date of such termination or expiration. We will not pay you fees on Customer Transactions recognized by us after thirty (30) days after the date of such termination or expiration set out above. Provided however, in the event of termination without cause by you, or for cause by us, our obligation to pay and your right to receive any Compensation will terminate upon the date of such termination, regardless of whether you would have otherwise been eligible to receive Compensation prior to the date of termination. Except as expressly set forth in this section, you are not eligible to receive a Compensation payment after expiration or termination of this Agreement. Upon termination or expiration, you will discontinue all use of and delete the Software that we make available to you for your participation.

Upon termination or expiration, you will immediately discontinue all use of our trademark and references to this 2024 NADA Promo from your website(s) and other collateral unless otherwise stated in contract agreement. For the avoidance of doubt, termination or expiration of this Agreement shall not cause any Customer's subscription agreement to be terminated.

Partner Representations and Warranties

You represent and warrant that: (i) you have all sufficient rights and permissions to participate in the 2024 NADA Promo and to provision PartsTech for our use in sales and marketing efforts or as otherwise set forth in this Agreement, (ii) your participation in this 2024 NADA Promo will

not conflict with any of your existing agreements or arrangements; and (iii) you own or have sufficient rights to use and to grant to us our right to use the Marks.

You further represent and warrant that: (i) you will ensure that you are compliant with any trade or regulatory requirements that may apply to your participation in the 2024 NADA Promo (ii) you will accurately provide in the Software all websites and domains you own; (iii) you will not purchase ads that direct to your site(s) or through the 2024 NADA Promo that could be considered as competing with PartsTech's own advertising, including, but not limited to, our branded keywords; (iv) you will not participate in cookie stuffing or pop-ups, false or misleading links are strictly prohibited; (v) you will not attempt to mask the referring URL information; (vi) you will not use your own Partner ID to purchase PartsTech Products for yourself; and (vii) you will not use any mechanisms to deliver leads other than through an intended consumer. This includes sourcing leads through compilations of personal data such as phonebooks, using fake redirects or other tools or automation devices to generate leads (including but not limited to robots, iframes, or hidden frames), or offering incentives to encourage purchases or signups.

Indemnification

You will indemnify, defend and hold us harmless, at your expense, against any third-party claim, suit, action, or proceeding (each, an "Action") brought against us (and our officers, directors, employees, agents, service providers, licensors, and affiliates) by a third party not affiliated with us to the extent that such Action is based upon or arises out of (a) your participation in the 2024 NADA Promo, (b) our use of the prospect data you provided us, (c) your noncompliance with or breach of this Agreement, (d) your use of the Software, or (e) our use of the Marks. We will: notify you in writing within thirty (30) days of our becoming aware of any such claim; give you sole control of the defense or settlement of such a claim; and provide you (at your expense) with any and all information and assistance reasonably requested by you to handle the defense or settlement of the claim. You shall not accept any settlement that (i) imposes an obligation on us; (ii) requires us to make an admission; or (iii) imposes liability not covered by these indemnifications or places restrictions on us without our prior written consent.

Disclaimers; Limitations of Liability

1. **Disclaimer of Warranties.** WE AND OUR AFFILIATED COMPANIES AND AGENTS MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, SECURITY OR ACCURACY OF THE PARTSTECH PRODUCTS, PARTSTECH CONTENT, THE PROMO PROGRAM OR THE SOFTWARE FOR ANY PURPOSE. APPLICATION PROGRAMMING INTERFACES (APIs) AND THE SOFTWARE MAY NOT BE AVAILABLE AT ALL TIMES. TO THE EXTENT PERMITTED BY LAW, THE PARTSTECH PRODUCTS AND SOFTWARE ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. WE DISCLAIM ALL WARRANTIES AND CONDITIONS OF ANY KIND WITH REGARD TO THE PARTSTECH PRODUCTS AND THE SOFTWARE INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

2. **No Indirect Damages.** TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS OR BUSINESS OPPORTUNITIES.

3. **Limitation of Liability.** IF, NOTWITHSTANDING THE OTHER TERMS OF THIS AGREEMENT, WE ARE DETERMINED TO HAVE ANY LIABILITY TO YOU OR ANY THIRD PARTY, THE PARTIES AGREE THAT OUR AGGREGATE LIABILITY WILL BE LIMITED TO THE TOTAL AMOUNTS YOU HAVE ACTUALLY EARNED FOR THE RELATED CUSTOMER TRANSACTIONS IN THE SIX (6) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO A CLAIM.

4. **Software.** WE DISCLAIM ALL LIABILITY WITH RESPECT TO THE SOFTWARE THAT YOU USE. WE DO NOT PROMISE TO MAKE THE SOFTWARE AVAILABLE TO YOU, AND WE MAY CHOOSE TO DO SO, OR NOT TO DO SO, IN OUR DISCRETION.

5. **Cookie Duration.** COOKIES USED AS PART OF THE SOFTWARE HAVE A SET DURATION. IF A POTENTIAL CUSTOMER CLEARS THEIR COOKIES DURING THIS PERIOD, PARTSTECH SHALL NOT BE LIABLE FOR ANY COMMISSIONS THAT MAY HAVE BEEN OWED TO YOU.

General

1. **Amendment; No Waiver.** We may update and change any part or all of this Agreement, including by replacing it in its entirety. If we update or change this Agreement, the updated Agreement will be made available to you via the Software and/or by email. The updated Agreement will become effective and binding on the next business day after we or the Software have notified you. When we change this Agreement, the “Last Modified” date above will be updated to reflect the date of the most recent version at <https://legal.PartsTech.com/product-program-agreement>. We encourage you to review this Agreement periodically. If you don’t agree to the update, change or replacement, you can choose to terminate as we describe above. No delay in exercising any right or remedy or failure to object will be a waiver of such right or remedy or any other right or remedy. A waiver on one occasion will not be a waiver of any right or remedy on any future occasion.

2. **Applicable Law.** This Agreement shall be governed by the laws of the Commonwealth of Massachusetts, without regard to the conflict of laws provisions thereof. In the event either of us initiates an action in connection with this Agreement or any other dispute between the parties, the exclusive venue and jurisdiction of such action shall be in the state and federal courts in Boston, Massachusetts.

3. **Force Majeure.** Neither party will be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions; or other event outside the reasonable control of the obligated party. Each party will use reasonable efforts to mitigate the effect of a force majeure event.

4. **Actions Permitted.** Except for actions for breach of a party's proprietary rights, no action, regardless of form, arising out of or relating to this Agreement may be brought by either party more than one (1) year after the cause of action has accrued.

5. **Relationship of the Parties.** Both you and we agree that no joint venture, partnership, employment, or agency relationship exists between you and us as a result of this Agreement.

6. **Compliance with Applicable Laws.** You shall comply, and shall ensure that any third parties performing sales or referral activities on your behalf comply, with all applicable foreign and domestic laws (including without limitation export laws and laws applicable to sending of unsolicited email), governmental regulations, ordinances, and judicial administrative orders. You shall not engage in any deceptive, misleading, illegal or unethical marketing activities, or activities that otherwise may be detrimental to us, our customers, or to the public. You will comply promptly with all opt out, unsubscribe, "do not call" and "do not send" requests. For the duration of this Agreement, you will establish and maintain systems and procedures appropriate to effectuate all opt out, unsubscribe, "do not call" and "do not send" requests. Export laws and regulations of the United States and any other relevant local export laws and regulations may apply to the PartsTech Products. You will comply with the sanctions programs administered by the Office of Foreign Assets Control (OFAC) of the US Department of the Treasury. You will not directly or indirectly export, re-export, or transfer the PartsTech Products to prohibited countries or individuals or permit use of the PartsTech Products by prohibited countries or individuals.

7. **Severability.** If any part of this Agreement is determined to be invalid or unenforceable by applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of this Agreement will continue in effect.

8. **Notices.** Notice will be sent to the contact address set forth herein (as such may be changed by notice given to the other party), and will be deemed delivered as of the date of actual receipt.

To PartsTech, Inc.:

PartsTech, Inc. 1 Broadway
Cambridge, MA 02142

To you: your address as provided in the Software.

We may give electronic notices specific to you by email to your e-mail address(es) on record in our account information for you. We may give notice to you by telephone calls to the telephone numbers on record in our account information for you.

9. **Entire Agreement.** This Agreement is the entire agreement between us for the 2024 NADA Promo and supersedes all other proposals and agreements, whether electronic, oral or written, between us with respect to the subject matter of this Agreement. We object to and reject any additional or different terms proposed by you, including those contained in your purchase signup with the Software, acceptance or website. Our obligations are not contingent on the delivery of any future functionality or features of the PartsTech Products or dependent on any

oral or written public comments made by us regarding future functionality or features of the PartsTech Products.

10. **Assignment.** You will not assign or transfer this Agreement, including any assignment or transfer by reason of merger, reorganization, sale of all or substantially all of your assets, change of control or operation of law, without our prior written consent. We may assign this Agreement to any affiliate or in the event of merger, reorganization, sale of all or substantially all of our assets, change of control or operation of law.

11. **No Third Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended to or shall confer upon any person or entity (other than the parties hereto) any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

12. **Program Policies Page.** We may change the Program Policies from time to time. Your participation in the 2024 NADA Promo is subject to the Program Policies, which are incorporated herein by reference.

13. **No Licenses.** We grant to you only the rights and licenses expressly stated in this Agreement, and you receive no other rights or licenses with respect to us, the PartsTech Products, our trademarks, or any other property or right of ours.

14. **Sales by PartsTech.** This Agreement shall in no way limit our right to sell the PartsTech Products, directly or indirectly, to any current or prospective customers.

15. **Authority.** Each party represents and warrants to the other that it has full power and authority to enter into this Agreement and that it is binding upon such party and enforceable in accordance with its terms.

16. **Survival.** The following sections shall survive the expiration or termination of this Agreement: 'Compensation and Payment', 'Proprietary Rights', 'Confidentiality', 'Effects of Termination/Expiration', 'Indemnification', 'Disclaimers; Limitation of Liability', 'Non-Solicitation' and 'General'.