

PARTSTECH SELLER AGREEMENT TERMS AND CONDITIONS

These terms and conditions ("Terms") that apply to the provision of Services by PartsTech, Inc., a Delaware corporation ("PartsTech") to the entity identified on the Order Form ("Seller"). These terms are incorporated into the Order Form and together, the Order Form and these Terms are the "Agreement." An "Order Form" means any order for the provision of Services signed by each of Seller and PartsTech. PartsTech and Seller may each sometimes be referred to herein as a "Party" or collectively as the "Parties".

1. Definitions.

"Buyer" means automotive service and repair professionals and consumers who make purchases through the Platform.

"Buyer's Wholesale Account" means a valid wholesale credit account maintained between Seller and the applicable Buyer, where the Buyer has input a valid customer number or identifier for such Buyer's Wholesale Account on the Platform and such Buyer's Wholesale Account has been recognized and accepted by Seller using the processes and timing that PartsTech designates.

"Cash Customer Transaction" means any Transaction that is not a Wholesale Transaction. For clarity, a Cash Customer Transaction may involve a consumer (i.e. a DIY vehicle owner) or a commercial entity (i.e. a repair shop) that does not have a Buyer's Wholesale Account. PartsTech provides an optional transaction service for Cash Customer Transactions, subject to the terms set forth in the Transaction Service Addendum attached as Exhibit A hereto (the "Transaction Services," as more specifically defined in the Transaction Service Addendum).

"Cash Customer Transaction Fee" means the percentage set forth in the Order Form, multiplied by the value of each Cash Customer Transaction,

"Connectivity Service" is the feature of the Platform which allows a Seller and Buyer to communicate to check inventory and pricing, and communicate orders electronically.

"Commercial Wholesale Transaction Fee" means the percentage set forth in the Order Form, multiplied by the value of each Wholesale Transaction.

"Intellectual Property Rights" means any and all patents, inventions, copyrights, moral rights, trademarks, domain names, trade secrets, know-how, software, and any other form of intellectual property and/or proprietary rights recognized in any jurisdiction whether existing now or acquired hereafter including any application or right to apply for registration of any of these rights.

"Inventory" means the available inventory of Seller's Products.

"Fees" means the Cash Customer Transaction Fee, PT Pass-Through Costs, Commercial Wholesale Transaction Fee, Standard Integration Fees, and other fees or charges that arise under the Agreement.

"Platform" means the web-based auto parts catalog and ordering system for auto parts research and procurement through the website at www.PartsTech.com and related subdomains, mobile applications, and other web services and properties of PartsTech.

"Products" means Seller's automotive parts and accessories it makes available for sale on the Platform.

"PT Pass-Through Costs" means the costs and expenses paid out of pocket by PartsTech to any third-party service provider to the extent such third-party's services (and corresponding fees) are (a) incremental license fees or one-time consent fees payable by PartsTech to a third-party service provider or licensor to secure the software license rights required for PartsTech to perform the Services in accordance with the Agreement or (b) are paid to a third-party service provider or contractor whose services are required (as determined by PartsTech in good faith) to enable PartsTech's performance of the Services in accordance with the Agreement. By way of example and not limitation, if

PartsTech must use a third-party gateway, then any fees charged by the gateway provider would be a PT Pass-Through Cost.

“Services” means the services to be provided by PartsTech via the Platform, which services include the ability to search for parts, check availability and price, and place orders with participating distributors and retailers on the Platform.

“Standard Integration Fee” is the fee payable for the location set up, order testing and certification, portal set up, catalog mapping and marketing announcement related to Seller’s joining the Platform.

“Transaction” means the purchase and sale of Inventory on the Platform, including a Wholesale Transaction or Cash Customer Transaction.

“Wholesale Transaction” means Transaction by a Buyer using a Buyer’s Wholesale Account.

Capitalized terms not defined in this Section shall have the meaning provided where defined in the body of the Agreement.

2. Fees and Payment Terms.

As provided on the Order Form, when Seller Inventory sells on the Service, PartsTech shall earn and Seller agrees to pay the applicable Fee on each item sold, together with other Fees specified under the Agreement. Fees are assessed without regard to returns, core returns, rejects, exchanges or other similar items that may occur after a Transaction is completed. All Fees shall be invoiced on a monthly basis and shall be paid by Seller in U.S. dollars upon receipt of the applicable invoice (unless stated otherwise). PartsTech may increase its fees, no more than annually, by providing Seller written notice of the increase of Fees not less than 30 days prior to the effective date or the increase, or in the case of an increase of Fees that would occur with respect to a Renewal Term (defined below), not less than 90 days prior to the expiration of the applicable Term (provided, however, that PartsTech shall not increase its fee structure or pricing by more than five percent (5%) per twelve (12) month period). The Fee which is in effect on the applicable date of sale of an item shall govern the applicable Transaction. Seller will bear all other risk of fraud or loss resulting from the acts of a Buyer, its employees, agents, or contractors and shall not be relieved of the obligation to pay Fees as a result of the foregoing.

3. Seller’s Role.

- a. Seller will provide to PartsTech access to Inventory information at each of Seller’s locations. Seller will provide (using the processes and timing that PartsTech reasonably designates) any reasonably requested information regarding Seller’s Products available for sale on the Platform, including but not limited to (i) part number or SKU; (ii) manufacturer brand identifier and a full manufacturer catalog list (“MCL”); (iii) fitment; (iv) Inventory (quantity on hand) at each of Seller’s locations; (v) price; (vi) delivery time and delivery method; and (vii) order status (collectively “Product Information”). Except for non-public pricing information, PartsTech may make Product Information available to users of the Platform and Services.
- b. Seller will provide PartsTech with a location list of active Seller locations for the purpose of allowing Buyers to select their local Seller location on the Platform.
- c. Using the process designated by PartsTech, Seller will provide and/or validate Buyer’s user credentials within 24 hours of the Buyer’s request.

4. PartsTech’s Role; the Connectivity Service.

- a. PartsTech provides the Platform and the Services for Buyers to negotiate and complete transactions with auto parts distributors and retailers. PartsTech is not involved in the actual transaction between sellers and Buyers, except as set out in the Transaction Service Addendum (if applicable). PartsTech may refuse service to anyone in its commercially reasonable discretion.

- b. The Services include the Connectivity Service for Wholesale Transactions and, as applicable, the Transaction Services.
- c. When a Buyer makes a purchase from Seller on the Platform using the Connectivity Service, any transaction shall be solely between Seller and Buyer. PartsTech (and its agents and employees) is not a party to any transaction between Buyer and Seller, and PartsTech shall not in any way be liable for any action, inaction or other obligation of any Buyer. Seller will bear all other risk of fraud or loss, including any loss that occurs in connection with order information or shipping information that a Buyer provides on the Platform or the Service. Seller shall indemnify, defend, and hold PartsTech harmless in such disputes as provided in Section 12.
- d. Seller acknowledges and agrees that PartsTech has no obligation and does not monitor the Platform for Seller's compliance with any manufacturer policy (including any minimum advertised price or "MAP" policy), procedures, or requirements, except to the extent permitted or required as provided in Section 6.a.
- e. If a Buyer does a Wholesale Transaction with Seller, the Connectivity Service will communicate the purchase order to Seller. When a Buyer places an order and commits payment via a valid Buyer's Wholesale Account, Seller commits to fulfilling that order. It is important to note that PartsTech does not receive or collect funds when Buyer places an order via a valid Buyer's Wholesale Account. As such, any fees or other amounts Seller owes to PartsTech in accordance with the Agreement or other agreements Seller may have with PartsTech may be invoiced directly to Seller on a monthly basis. Seller will bear all credit risk in connection with Wholesale Transactions that are charged to Buyers Wholesale Account. For clarity, as between PartsTech and Seller, Seller ultimately bears responsibility and all credit risk in connection with fees and other amounts due to PartsTech for Wholesale Transactions received by Seller.

5. **Seller's Obligations**

- a. Seller's Account. Seller must provide PartsTech true and accurate information when registering for an account, and must maintain and update that information as applicable. Seller will not use a name Seller is not legally authorized to use. Seller authorizes PartsTech to verify Seller's information (including any updated information).
- b. Seller's Listings.
 - i. By entering into the Agreement and posting a Product for sale on the Platform or Services (each a "Listing" and collectively "Listings"), Seller agrees to complete each order placed for such Listing on the terms and conditions described in the Listing, unless Seller has a commercially reasonable cause ("Reasonable Grounds for Refusal") for refusing such order (including, without limitation, a good faith belief that that an order is fraudulent or that a Buyer is a credit risk). Seller acknowledges that failure to fulfill these obligations will constitute a material breach of the Agreement, and also may be legally actionable by the Buyer.
 - ii. Seller represents and warrants that all Listings shall comply with all laws and regulations and in accordance with the terms of the Agreement. The sale of illegal, unsafe, or other restricted Products is strictly prohibited. Without limiting the foregoing, Seller shall not list any item or link or post any related material using the Platform that (i) infringes any third-party Intellectual Property Rights or other proprietary rights (including rights of publicity or privacy); (ii) constitutes libel or slander or is otherwise defamatory; or (iii) is counterfeited, illegal, stolen, or fraudulent. Seller shall ensure that items listed for sale on the Platform contain accurate Product descriptions and delivery timelines.
 - iii. Seller represents and warrants to prospective Buyers that Seller has the right and ability to sell each Product under a Listing, and that the Listing is accurate, current, complete and is not misleading or otherwise deceptive.
- c. Seller and Buyer Matters.

i. Seller acknowledges that neither PartsTech nor its affiliates are the Buyer or purchaser of Seller's goods. Seller will resolve any dispute directly with Buyer or with the assistance of PartsTech, in PartsTech's sole discretion.

ii. Seller waives any rights with respect to the Connectivity Service or Transaction Service (defined in Exhibit A), as applicable, when shipping to a Buyer address other than that provided by the Connectivity Service or Transaction Service, as applicable. PartsTech will not remit payment for orders shipped to any other address.

iii. Seller shall be required to approve and allow an account to be set up for each Buyer that meets the following conditions: (i) purchases from Seller through other business-to-business sales channels (e.g., those requiring a username and password), and also (ii) requests the ability to purchase Products from Seller via the Platform, unless Seller, in good faith, has Reasonable Grounds for Refusal. It shall not be Reasonable Grounds for Refusal (w) because PartsTech's fee for the Services is higher than the fee(s) charged for similar services; (x) Seller does not want a Buyer to be able to view all of the Products and pricing that can be viewed via the Platform; (y) based on the socio-economic demographics in the place of a Buyer's business, or (z) based on the Buyer's owner or operator's race, color, religion, sex, or national origin.

d. Prices and Policies.

i. Seller will price the Products it lists on the Platform in a commercially reasonable manner. Seller will maintain price parity between Products it lists on the Platform and its products it offers through its other business-to-business sales channels by taking commercially reasonable steps to ensure that the purchase price displayed to a Buyer is at least as favorable on the Platform as the most favorable terms Buyer would receive through Seller's other business-to-business sales channels, inclusive of rebates, credits, or discounts. Other business-to-business sales channels includes all channels through which Seller offers Products to other commercial businesses (and not to individual consumers), including internet, telephone, and physical stores. Seller shall not be required to maintain exact price parity on the Platform in the event that Seller's other sales channels are implementing a limited time, market specific, or historical promotional price special or rebate where such pricing, discount, or rebate is not offered to all prospective purchasers of Seller's products. For the avoidance of doubt, Seller may not offer a rebate for a purchase made outside of the Platform that would apply to any or all purchasers where such rebate is not also offered to Buyers on the Platform.

ii. Seller will accept and process returns, refunds and adjustments in accordance with Seller's return policies published on the Platform, if any, at the time of the applicable order, and PartsTech may inform customers that policies Seller posts on the Platform apply to Seller's Products.

iii. Seller will honor all Product warranties in accordance with Seller's warranty policies published on the Platform, if any, at the time of the applicable order, and PartsTech may inform customers of policies Seller posts on the Platform apply to Seller's Products.

iv. If Seller does not post return policies or Product warranties on the Platform, it will honor such policies it posts elsewhere, and all policies, wherever posted, shall comply with applicable laws.

e. Wholesale Transactions. If a Buyer does a Wholesale Transaction with Seller, the Connectivity Service will communicate the purchase order to Seller. When a Buyer places an order and commits payment via a valid Buyer's Wholesale Account, Seller commits to fulfilling that order. Seller accepts and agrees PartsTech does not receive or collect funds when Buyer places an order via a valid Buyer's Wholesale Account. As such, any fees or other amounts Seller owes to PartsTech in accordance with the Agreement shall be invoiced to Seller on a monthly basis. As between PartsTech, on the one hand, and Seller, on the other hand, Seller will bear all credit risk in connection with Wholesale Transactions that are charged to Buyers Wholesale Accounts.

f. Collection of Taxes. Seller agrees that it is Seller's solely responsibility to determine whether Seller taxes apply to Seller's Transactions, and to collect, report, and remit the correct taxes to the appropriate tax authority, and that PartsTech is not obligated to determine whether Seller taxes apply and is not responsible to collect, report, or remit any sales, use, or similar taxes arising from any Transaction.

6. Platform Changes; PartsTech Reservation of Rights; Downtime

- a. PartsTech retains the right to determine the content, appearance, design, functionality and all other aspects of the Platform and the Services (including the right to re-design, modify, remove and alter the content, appearance, design, functionality, and other aspects of the Platform and the Service and any element, aspect, portion or feature thereof, from time to time), and to delay or suspend listing of, or to refuse to list, or to de-list, or to require Seller not to list, when there exists commercially reasonable grounds for doing so, any or all Products on the Platform. Except as such commercially reasonable grounds to the contrary exist, the content of any Listing shall be within the sole discretion of Seller, subject to the requirements of the Agreement.
- b. PartsTech may, in its commercially reasonable discretion, withhold for investigation, refuse to process, stop and/or cancel any of Seller's Transactions upon PartsTech's reasonable determination that Seller's Listing violates applicable law or infringes the Intellectual Property Rights of a third party (each, a "Violation"). In the event that PartsTech exercises such right with respect to a Violation, Seller will stop and/or cancel the applicable order(s) of Seller's Products upon PartsTech's request (provided that if Seller has transferred its Products to the applicable carrier or shipper, Seller will use commercially reasonable efforts to stop and/or cancel delivery by such carrier or shipper). Seller will refund any customer that has been charged for an order that PartsTech stops or cancels.
- c. The Platform is generally available seven (7) days per week, twenty-four (24) hours per day, except for scheduled downtime or emergency downtime.
 - i. Scheduled downtime: First and Third Sunday of the month from 1 AM to 5:00 AM Eastern Time, as required.
 - ii. Emergency downtime: Monday through Friday from 1 AM to 5 AM Eastern Time, as required, or at any time as reasonably required by PartsTech for emergency maintenance, provided that PartsTech shall take commercially reasonable steps to limit such downtime to the extent reasonably possible.

7. Account Security.

Seller's password may be used only to access the Platform, use the Services, electronically sign Seller's transactions, and review Seller's completed transactions. Seller is solely responsible for maintaining the security of Seller's password; provided, PartsTech shall be responsible for maintaining the privacy of the passwords on its systems. Seller may not disclose its password to any third party (other than third parties authorized by Seller to use Seller's account and as may be required by law) and Seller is solely responsible for any use of or action taken under Seller's Account on the Platform. If Seller's password is compromised, Seller must notify PartsTech immediately and change its password.

8. Do Not Do Anything Illegal

- a. Compliance with Laws; Fraud. The Platform and Services may be used only for lawful purposes and in a lawful manner. Seller agrees to comply with all applicable laws, statutes and regulations. Seller may not register for the Platform under another name or use an invalid or unauthorized credit card. Seller may not impersonate any participant or use another participant's password(s). Fraudulent conduct may be reported to law enforcement.
- b. Don't Ship Hazardous Materials. Seller shall comply with all applicable laws, statutes and regulations pertaining to the shipment of hazardous material. Seller shall indemnify, defend and hold harmless PartsTech with regard to any claims arising out of or pertaining to the shipment of hazardous materials that occur in connection with an order placed for Seller's Product using the Platform or the Services.
- c. Investigation. PartsTech has the right, but not the obligation, to monitor any activity and content associated with the Platform and investigate as PartsTech deems appropriate. PartsTech also may investigate any reported violation of its policies or complaints, or any reported Violation, and take any action that it deems appropriate in its sole discretion. Such action may include, but is not limited to, issuing warnings, suspending

or terminating the Services, denying access, and/or removing any materials on the Platform, including Seller's Listings. PartsTech reserves the right and has absolute discretion to remove, screen, or edit any content that violates these provisions or is otherwise objectionable. Notwithstanding the foregoing, contemporaneous with or promptly following any such actions, PartsTech will provide written notice to Seller of any such actions.

- d. Disclosure of Information. PartsTech also reserves the right to report any activity that PartsTech reasonably suspects constitutes a Violation to appropriate law enforcement officials, regulators, or other third parties. Unless, prohibited by law from doing so, PartsTech will endeavor to provide Seller with written notice of the reported Violation. In order to cooperate with governmental requests, to protect PartsTech's systems and customers, or to ensure the integrity and operation of PartsTech's business and systems, PartsTech may access and disclose any information it considers necessary or appropriate, including but not limited to user contact details, IP addressing and traffic information, usage history, and posted content. If PartsTech is required by law or court order to disclose the confidential information of Seller, it will, unless prohibited by applicable law, provide Seller with prompt notice of such requirement so that Seller may, at its own expense, seek a protective order.

9. Privacy; Use of PartsTech and Seller Transaction Information.

- a. Seller represents and warrants that Seller has read the PartsTech Privacy Policy and Terms of Service listed on the Platform, as they may be amended from time to time. The Privacy Policy and Terms of Service are incorporated into the Agreement by reference and may be changed unilaterally by PartsTech in the future by posting such changes on the Platform. Seller shall check the Privacy Policy and Terms of Service frequently for changes. PartsTech may communicate with Seller in connection with Seller's listings, sales, and the Services, electronically and in other media, and Seller consents to such communications regardless of any customer communication preferences (or similar preferences or requests) Seller may have indicated on the Platform or by any other means. When Seller uses the Services, some personally identifiable information about Seller, including Seller's feedback and the e-mail address associated with Seller's account, may be displayed on the Platform and may be viewed by potential Buyers.
- b. Seller shall not, and will cause its affiliates not to, directly or indirectly disclose, convey or use any data or information acquired by any of them with respect to PartsTech as a result of the Agreement or PartsTech's performance hereunder (collectively, "PartsTech Transaction Information"). None of Seller Transaction Information (as defined below) shall be deemed a part of the PartsTech Transaction Information. Seller may disclose and use PartsTech Transaction Information (i) as necessary to perform Seller's obligations under the Agreement; (ii) to its legal and accounting advisors as reasonably necessary; and (iii) in aggregate, nonidentifiable, form for its internal use only, provided that Seller ensures that every recipient uses such PartsTech Transaction Information only for that purpose and complies with the restrictions applicable to Seller related to such PartsTech Transaction Information. The terms of this Section 9.b do not prevent Seller from using other information that Seller obtains separately from the PartsTech Transaction Information, even if such information is identical to PartsTech Transaction Information, provided that Seller does not target communications on the basis of the intended recipient being a PartsTech user.
- c. PartsTech shall not, and will take commercially reasonable steps to cause its affiliates not to, directly or indirectly disclose Seller's Inventory information or Listing information or any other data or information pertaining to Wholesale Transactions acquired by any of them with respect to Seller as a result of the Agreement, the transactions contemplated hereby or the Parties' performance hereunder (collectively, "Seller Transaction Information") to any third party, except PartsTech may disclose and use Seller Transaction Information (i) as necessary to perform the Services and PartsTech's obligations under the Agreement; (ii) to its legal and accounting advisors as reasonably necessary; and (iii) in aggregate, non-identifiable form for any legally permissible purpose (collectively, the "Permitted Uses").

10. Eligibility.

To register to use the Platform and the Services, Seller must provide its company name, address, phone number, e-mail address, and valid credit card information, where applicable. Seller and PartsTech each represents and warrants to the other Party that: (a) it is duly organized, validly existing and in good standing under the laws of the state in which it is registered; (b) it has all requisite right, power and authority to enter into the Agreement and perform its

obligations hereunder; and (c) any information provided or made available by it or its affiliates to any other Party or its affiliates is at all times accurate, complete and not misleading.

11. No Warranties.

- a. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE PLATFORM AND THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS. EXCEPT AS EXPRESSLY SET FORTH HEREIN, PARTSTECH DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION:
- i. IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT;
 - ii. THAT THE PLATFORM OR THE SERVICES WILL MEET SELLER'S REQUIREMENTS, WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, OR OPERATE WITHOUT ERROR;
 - iii. THAT THE INFORMATION, CONTENT, MATERIALS, OR PRODUCTS INCLUDED ON THE PLATFORM WILL BE AVAILABLE FOR SALE AT THE TIME OF FIXED PRICE SALE, LAWFUL TO SELL, OR THAT SELLERS OR BUYERS WILL PERFORM AS PROMISED;
 - iv. ANY IMPLIED WARRANTY ARISING FROM COURSE OF DEALING OR USAGE OF TRADE; AND
 - v. ANY OBLIGATION, LIABILITY, RIGHT, CLAIM, OR REMEDY IN TORT, WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF PARTSTECH.

TO THE FULL EXTENT PERMISSIBLE UNDER APPLICABLE LAW, PARTSTECH DISCLAIMS ANY AND ALL SUCH WARRANTIES.

12. Indemnity.

- a. Indemnity and Defense by Seller. Seller will defend, indemnify and hold harmless PartsTech and each of PartsTech's affiliates (and their respective employees, directors, agents and representatives) from and against any and all claims, costs, losses, damages, judgments, penalties, interest and expenses, including reasonable attorneys' fees (collectively, "Losses") arising out of any Claim that arises out of or relates to: (i) any actual or alleged breach of Seller's representations, warranties, or obligations set forth in the Agreement; (ii) Seller's own web platform or other sales channels; (iii) any claim by a Buyer arising out of or relating to Seller's dealings with Buyer, including without limitation breach of warranty, disclosure of confidential or personal information and unfair and deceptive trade practices; (iv) product liability (whether based upon breach of warranty, strict liability, failure to warn or any other legal theory); (v) any Seller Content (defined in Section 14.a) it provides, the advertisement, offer, sale or return of any Products Seller sells, any actual or alleged infringement of any Intellectual Property Rights by any Products Seller sells or content Seller provides; or (vi) Seller taxes or the collection, payment or failure to collect or pay Seller taxes. For the purposes of this Section 12, "Claim" means any claim, action, audit, investigation, inquiry or other proceeding instituted by a third party.
- b. Indemnity and Defense by PartsTech. PartsTech will defend, indemnify and hold harmless Seller and each of Seller's affiliates (and their respective employees, directors, agents and representatives) from and against any and all third-party Losses arising out of any Claim that arises out of or relates to: (i) the gross negligence or willful misconduct of PartsTech or (ii) any actual or alleged infringement of any third-party Intellectual Property Rights arising out of, relating to or in connection with the Services, provided that PartsTech's indemnification obligations pursuant to this Section 12.b shall not apply with respect to (1) Seller Content provided to PartsTech or added to the Platform, or (2) Seller's grossly negligent or wrongful use of the Platform or the Services.

13. Limitation of Liability.

NO PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT, THE PLATFORM, THE SERVICES, THE USE OR INABILITY TO USE THE PLATFORM OR THE SERVICES, OR THOSE RESULTING FROM ANY GOODS OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH THE PLATFORM OR THE SERVICES. IF, NOTWITHSTANDING THE ABOVE, PARTSTECH OR SELLER IS FOUND TO BE LIABLE FOR MONEY DAMAGES, THE AGGREGATE AMOUNT OF MONEY DAMAGES DUE TO PARTSTECH OR SELLER, AS APPLICABLE, FOR ALL CASES AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER OF THE AGREEMENT, EXCEPT WITH RESPECT TO THE EXCLUDED ITEMS (AS DEFINED BELOW), SHALL NOT EXCEED THE FEES PAID TO PARTSTECH BY SELLER IN THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE TIME SUCH LOSSES OR DAMAGES WERE INCURRED. THE FOLLOWING ITEMS (THE "EXCLUDED ITEMS") SHALL NOT BE SUBJECT TO THE LIMITATION OF LIABILITY PROVISION OF THIS SECTION: (I) PAYMENT OF WHOLESALE TRANSACTION FEES AND PT PASS-THROUGH COSTS AND (II) INDEMNITY OBLIGATIONS OF PARTSTECH OR SELLER TO THE EXTENT THEY RELATE TO LOSSES RESULTING FROM THIRD PARTY CLAIMS. TO THE EXTENT THE PROVISIONS OF THIS SECTION CONFLICT WITH ANY OTHER PROVISIONS IN THE AGREEMENT OR ANY EXHIBIT TO THE AGREEMENT, THE PROVISIONS OF THIS SECTION SHALL CONTROL.

14. License Grant.

- a. License by Seller. By using the Services, submitting or linking any Seller Content (defined below) through the Platform, or providing any Seller Content to PartsTech, Seller hereby grants PartsTech a worldwide, non-exclusive, royalty-free, fully paid, sublicensable and transferable license to process, store, modify, combine, reproduce, distribute, display, publicly perform, publicly display, host, communicate, and prepare derivative works of Seller Content in connection solely with the Services for the duration of, and in accordance with the terms and conditions of, the Agreement and until such time as Seller requests deletion of Seller Content. For clarity, and unless otherwise agreed to in writing by PartsTech and the applicable Seller, the foregoing license granted to PartsTech, does not affect the applicable Seller's ownership or license rights in Seller Content. Seller represents and warrants that it has all rights to grant such licenses in and to Seller Content to PartsTech without infringement or violation of moral rights or any third-party rights, including without limitation, any privacy rights, publicity rights, or any other Intellectual Property Rights. "Seller Content" means, excluding the Platform, any and all information, data, text, photographs, graphics, video, messages, tags and/or other materials and content, that Seller posts, uploads, shares, submits, stores, links, or otherwise provides or makes available through or using the Platform and includes, without limitation, Seller Transaction Information and the content of communications between Seller and a Buyer.
- b. Statistical Data. Notwithstanding anything to the contrary in the Agreement, and consistent with the activities described in the Privacy Policy, PartsTech may monitor, analyze, and compile and use Statistical Data (as defined below). PartsTech and/or its licensors own all right, title and interest in and to the Statistical Data and all related software, technology, documentation, and content provided in connection with the Statistical Data, including all Intellectual Property Rights in the foregoing. "Statistical Data" means aggregated, anonymized and non-identifiable statistical, transactional, usage and performance information based on and/or related to Seller's use of the Platform or Services, which does not contain any personally identifying information and is compiled using a sample size large enough to ensure the underlying data cannot reasonably be attributed to Seller. Further, to the extent the Statistical Data encompasses aggregated, anonymized and non-identifiable versions or Seller Content and is used for the sole purpose providing the services of PartsTech, Seller hereby grants to PartsTech a worldwide, non-exclusive, perpetual, irrevocable, royalty-free, fully paid, sublicensable and transferable license to use, process, store, edit, modify, aggregate, combine, reproduce, distribute, display, perform, prepare derivative works of, and otherwise fully exploit the same in any medium or format, whether now known or later developed.

15. Term and Termination.

- a. Term. The initial term of the Agreement begins on the Effective Date and, unless terminated earlier pursuant to this Section 15, will continue in effect as provided in the Order Form (the "Initial Term"). After the Initial Term, the Agreement shall automatically renew for additional successive 12 month terms (each, a "Renewal Term" and together with the Initial Term, the "Term"), unless either PartsTech or Seller notifies the other of its

election not to renew the Term at least ninety (90) days prior to the expiration of the then-current Renewal Term.

b. Termination.

i. Either PartsTech or Seller may terminate the Agreement in the event of a material breach by the other applicable Party of any of its obligations hereunder, and such breach (A) is incapable of cure, or (B) being capable of cure, remains uncured for a period of thirty (30) days following the non-breaching Party's delivery of written notice of the alleged breach to the other Party.

ii. PartsTech shall be entitled to all Fees payable up to the date of any termination of the Agreement.

16. Confidentiality.

a. Confidential Information. Each Party acknowledges and agrees that the non-public information disclosed to the other Party, as applicable, in connection with the performance of the Agreement, consists of and contains confidential and trade secret information of such Party (collectively, the "Confidential Information"). Each Party agrees to hold the Confidential Information of the disclosing Party in confidence, to not use any of such Confidential Information other than as permitted under the Agreement and to not disclose any such Confidential Information to any third party without the prior written consent of the disclosing Party. Each of the Parties agrees to protect the confidentiality of the Confidential Information of the disclosing Party with at least the same degree of care that such Party uses to protect its own confidential information of a similar type, but in no case less than a reasonable degree of care.

b. Exclusions from Confidential Information. Notwithstanding anything contained in this Section 16, "Confidential Information" shall not include information that (i) was in the public domain prior to disclosure by disclosing Party; (ii) becomes part of the public domain, by publication or otherwise, through no unauthorized act or omission on the part of the receiving Party; (iii) is lawfully in the receiving Party's possession prior to disclosure by the disclosing Party; or (iv) is independently developed by the receiving Party with no reliance on the disclosed Confidential Information. If a Party is required by law or court order to disclose Confidential Information, it will, unless prohibited by applicable law, give the disclosing Party prompt notice of such requirement so that the disclosing Party may seek a protective order.

17. General

a. Governing Law. The laws of the Commonwealth of Massachusetts shall govern the Agreement and all of its terms and conditions, without giving effect to any principles of conflicts of laws or the United Nations Convention on Contracts for the International Sale of Goods.

b. Dispute Resolution. Each Party consents that any dispute or claim relating in any way to the Agreement or Seller's use of the Platform or the Services will be resolved by binding arbitration as described in this paragraph, rather than in court, except that either Party may bring suit in the state or Federal courts in Suffolk County, Massachusetts to enjoin infringement or other misuse of Intellectual Property Rights. To begin an arbitration proceeding, Seller must send a letter requesting arbitration and describing Seller's claim to: PartsTech, Inc., One Broadway, 14th Floor, Cambridge, MA 02142 or, as the case may be, PartsTech must send a letter requesting arbitration and describing PartsTech's claim to the address listed in the Order Form. The arbitration will be conducted by the American Arbitration Association ("AAA") under its rules, including the AAA's Supplementary Procedures for Consumer-Related Disputes. Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules. The arbitrator shall award the prevailing Party the right to be reimbursed for the costs of arbitration, plus reasonable attorneys' fees. If for any reason a claim proceeds in court rather than in arbitration each Party waives any right to a jury trial. Because PartsTech is not the agent of Seller for any purpose, except as set out in the Transaction Service Addendum (if applicable), PartsTech will not act as Seller's agent in connection with resolving any disputes between participants related to or arising out of any transaction.

c. Entire Agreement. The Agreement, including any terms and conditions incorporated herein by reference, and the general terms and conditions of the Platform, including but not limited to the Privacy Policy and Terms of Use, constitute the entire agreement of the Parties with respect to the subject matter hereof, and supersede

and cancel all prior and contemporaneous agreements, claims, representations, and understandings of the parties in connection with the subject matter hereof.

- d. Amendment. PartsTech may unilaterally change any of its policies and guidelines for the Platform or the Services at any time, in a commercially reasonable manner. Any such changes will be effective upon posting of the revisions on the Platform. Seller is responsible for reviewing the notice and any applicable changes. Changes to referenced policies and guidelines will be posted with notice to Seller. SELLER'S CONTINUED USE OF THIS PLATFORM AND THE SERVICES FOLLOWING PARTSTECH'S POSTING AND NOTICE OF ANY CHANGES WILL CONSTITUTE SELLER'S, AS APPLICABLE, ACCEPTANCE OF SUCH CHANGES OR MODIFICATIONS. IF SELLER DOES NOT AGREE TO ANY SUCH CHANGES, SELLER MAY NOT CONTINUE TO USE THE SERVICES OR THE PLATFORM. The Agreement may be amended only by written agreement signed by both of the parties.
- e. Notice. All notices will be sent by e-mail or will be posted on the Platform or by any other means then specified by PartsTech. PartsTech will send notices to Seller at the e-mail address maintained in PartsTech's records for Seller. Seller will monitor Seller's e-mail messages frequently to ensure awareness of any notices sent by PartsTech. Seller will send notices to PartsTech at info@partstech.com, or through other functionality provided in the Connectivity Service.
- f. No Agency; Third-Party Beneficiary. Seller and PartsTech are independent contractors and nothing in the Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between them. Nothing expressed or mentioned in or implied from the Agreement is intended or shall be construed to give to any person other than the Parties hereto any legal or equitable right, remedy, or claim under or in respect to the Agreement. The Agreement and all of the representations, warranties, covenants, conditions, and provisions hereof are intended to be and are for the sole and exclusive benefit of PartsTech and Seller.
- g. Severability. If any provision of the Agreement shall be deemed unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these terms and conditions and shall not affect the validity and enforceability of any remaining provisions.
- h. No Waiver. Neither Party will be considered to have waived any of its rights or remedies described in the Agreement unless the waiver is in writing and signed by such Party. No delay or omission by either Party in exercising its rights or remedies will impair or be construed as a waiver. Any single or partial exercise of a right or remedy will not preclude further exercise of any other right or remedy. A Party's failure to enforce the strict performance of any provision of the Agreement will not constitute a waiver of such Party's right to subsequently enforce such provision or any other provisions of the Agreement.
- i. Survival. Sections 1; 5; 7; 8; 9; and 11-17 shall survive the termination of the Agreement for any reason.
- j. Assignment. Neither Party may assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Any purported assignment or delegation in violation of this Section shall be null and void. Notwithstanding the foregoing, either Party may assign its rights and obligations in whole or in part to any successor in interest resulting from (1) a consolidation or merger of a Party with or into another entity, (2) a sale, transfer or other disposition of all or substantially all of the assets of a Party, or (3) the acquisition of the beneficial ownership of more than 50% of the outstanding voting securities of a Party (collectively, a "Change in Control"), provided that such assignment shall not be permitted in the event of a Change in Control by an individual, entity or group of entities acting in concert that the other applicable Party deems in its reasonable discretion to be a competitor of such Party. No permitted assignment or delegation shall relieve the assigning or delegating Party of any of its obligations hereunder without the express, prior written consent of the other Party.
- k. Counterparts. The Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. A signature transmitted by fax, email or other electronic transmission (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000Act or other applicable law) shall be deemed to be, and shall have the same legal effect as, an original signature.

- I. Headings. The headings and captions of the Agreement are provided for convenience only and are intended to have no effect in construing or interpreting the Agreement.

EXHIBIT A

Cash Customer Transaction Service Addendum

For a Cash Customer Transaction, PartsTech provides a transaction service on the Platform to allow Seller to capture sales from Buyers that do not have a wholesale account. The Transaction Service (as defined in Section 1(a) below) helps Seller expand its online reach to capture sales from new commercial or DIY customers. Capitalized terms in this Addendum have the meaning provided in the Agreement.

1. Transaction Service.

- a. Seller authorizes PartsTech to act as Seller's agent for limited purposes of processing payments, refunds and adjustments for Cash Customer Transactions, receiving and holding Sales Proceeds on Seller's behalf, remitting Sales Proceeds to Seller, and paying PartsTech amounts Seller owes in accordance with the Agreement or other agreements Seller may have with PartsTech (collectively, the "Transaction Service"). "Sales Proceeds" means the gross proceeds from any of Seller's Transactions, including all shipping and handling and other charges. "Seller's Transaction" means any sale of Inventory through the Service. Notwithstanding anything to the contrary in the Agreement, PartsTech may in its discretion perform the Transaction Services described in this Addendum directly or may engage one or more subcontractors to perform such Transaction Services.
- b. Transaction Service for Cash Customer Transactions facilitates the purchase of Seller items listed on the Platform. Sales Proceeds are periodically remitted to Seller's designated bank account or mailed by check to Seller's billing address ("Seller's Account").
- c. When a Buyer places an order and commits payment to PartsTech or Seller, Seller commits to fulfilling that order. PartsTech's obligation to remit funds received by PartsTech on Seller's behalf is limited to funds that PartsTech has actually received less amounts owed to PartsTech, subject to tax, returns, chargeback or reversal or withheld for anticipated claims in accordance with the Agreement.

2. Right to Seek Reimbursement.

PartsTech reserves the right to seek reimbursement from Seller, and Seller agrees to remit such reimbursement to PartsTech, if PartsTech, in its sole discretion, (i) decides to reimburse Buyer, (ii) provides a refund to Buyer if Seller cannot promptly deliver the Product(s) ordered, (iii) discovers erroneous or duplicate transactions, or (iv) receives a chargeback from Buyer's credit card issuer for the amount of Buyer's purchase from Seller. PartsTech may obtain reimbursement of any amounts owed by Seller to PartsTech by deducting such amounts from future payments owed to Seller or seeking such reimbursement from Seller by any other lawful means. Seller authorizes PartsTech to use any or all of the foregoing methods to seek reimbursement, including the debiting of Seller's bank account or credit card account.

3. Credits.

PartsTech can initiate credits to Seller's Account only on a Business Day when the automated clearinghouses are open for business. For purposes of the Agreement, a "Business Day" is Monday through Friday, excluding federal banking holidays. PartsTech will inform Seller of each completed transaction using PartsTech's standard procedures. Seller can access Seller's transaction information online in the Distributor Portal.

4. Returns, Refunds and Adjustments:

- a. Seller will accept and process returns, refunds and adjustments in accordance with the Agreement and Seller's return policies published on the Platform at the time of the applicable order, and PartsTech may inform customers that these policies apply to Seller's Products.
- b. Seller may provide refunds or adjustments for Cash Customer Transactions through the Transaction Service using functionality enabled for Seller's account. This functionality may be modified or discontinued by PartsTech at any time without notice and is subject to the terms of the Agreement and

any additional PartsTech policies in effect at such time. Seller will determine and calculate the amount of all refunds and adjustments (including any taxes, shipping and handling or other charges) or other amounts to be paid by Seller to Buyers in connection with Seller's Transactions, using functionality PartsTech enables for Seller's account, and will route all such payments through methods.

- c. PartsTech will provide any such payments to the Buyers (which may be in the same payment form originally used to purchase Seller's Product), and Seller will reimburse PartsTech for all amounts so paid. PartsTech may offset such payments against any amounts to be remitted or paid by PartsTech or its affiliates to Seller under the Agreement or seek reimbursement from Seller via any of the means authorized in the Agreement. Seller will promptly provide required refunds and adjustments as stated under the applicable return policies and as required by law, and in no case later than thirty (30) days after the obligation arises.

5. Payments to Seller.

- a. With respect to payments received by PartsTech in connection with a Cash Customer Transaction, PartsTech will initiate a credit to Seller's Account on a rolling 14-day cycle ("Payment Date") based on the original date of Seller's registration with the Service or on the next Business Day if the scheduled Payment Date falls on a non-Business Day. If Seller requests a change to the scheduled Payment Date, the 14-day cycle will be reset to the requested Payment Date. PartsTech will initiate a transfer to Seller's Account on each Payment Date and initiate a transfer to Seller's Account for the total amount of Sales Proceeds Seller received from Buyers' authorized payment, less any fees or other amounts PartsTech may collect under the Agreement, any refunds, adjustments, or other amounts paid to Buyers in connection with Seller's Transactions, or for funds Seller otherwise received since the last Payment Date. The amount of the fees for the Services and any applicable reimbursement costs will be deducted from the balance of credits in Seller's Payment Account to be remitted to Seller on the next Payment Date. Without limiting PartsTech's rights to collect any amounts Seller owes, PartsTech's receipt of Sales Proceeds discharges Seller's obligation to pay applicable fees and other amounts under the Agreement to the extent the Sales Proceeds equal or exceed the fees and other amounts Seller owes and the Sales Proceeds are applied to the payment of those fees and amounts.
- b. Transfers to Seller's Account will generally be credited within five Business Days of the date PartsTech initiates the transfer. Alternatively, PartsTech may send Seller a paper check instead of an electronic credit to Seller's Account. PartsTech will do so, for instance, if Seller's bank will not accept an electronic credit to Seller's Account.
- c. Sales Proceeds can be credited only to bank accounts in the United States.

6. Security, Transaction Limits, Chargebacks & Adjustments.

- a. As a security measure, PartsTech or its affiliates may, but are not required to, impose transaction limits on some or all Buyers and Sellers relating to the value of any transaction, disbursement, or adjustment, the cumulative value of all transactions, disbursements, or adjustments during a period of time, or the number of transactions per day or other period of time. Neither PartsTech nor its affiliates will be liable to Seller: (i) if PartsTech does not proceed with a transaction, disbursement, or adjustment that would exceed any limit established by PartsTech or its affiliates for a security reason, or (ii) if PartsTech or its affiliates permit a Buyer to withdraw from a transaction because the Transaction Service is unavailable following the commencement of a transaction.
- b. Notwithstanding anything in the Agreement to the contrary, if PartsTech or its affiliates reasonably conclude based on information available to PartsTech or its affiliates that Seller's actions and/or performance in connection with the Services may result in Buyer disputes, chargebacks or other claims (including without limitation claims by PartsTech), then PartsTech may, in its sole discretion, delay initiating any remittances and withhold any payments to be made or that are otherwise due to Seller in connection with the Services or the Agreement until the completion of any investigation(s) regarding any Seller actions and/or performance in connection with the Agreement. PartsTech will not be liable to Seller if PartsTech acts in accordance with the provisions of this Section.

- c. PartsTech reserves the right, upon termination of the Agreement or Seller's use of the Services, to set off against any payments to be made to Seller, an amount determined by PartsTech to be adequate to cover chargebacks, refunds, adjustments or other amounts paid to Buyers in connection with Seller's Transactions from Seller's Account for a prospective three-month period. At the end of such three-month period following termination, PartsTech will disburse to Seller any amount not used to offset chargebacks, refunds, adjustments, or such other amounts paid to Buyers, or seek reimbursement from Seller via any of the means authorized herein for any additional amount required to offset chargebacks, refunds, adjustments, or other amounts paid to Buyers, as applicable.