



Platform as a Service (PaaS) Agreement

Effective date of Agreement: _____

This Agreement is between our services llc (“us” or “we” or “our”) and:

INSERT PARTNER (“you” or “your”)
INSERT ADDRESS

We hereby agree to provide you with an eCommerce platform, and you agree to operate it in accordance with the terms of this Agreement including the incorporated appendices:

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The terms below are incorporated into and form an integral part of this Agreement. Any breach of the terms below by you us may be deemed a material breach of the Agreement.

These Terms are the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications, and other understandings relating to the subject matter of these Terms, and any modifications must be in a writing signed by both parties, except as otherwise provided herein.

INSERT PARTNER

eParts Services, LLC

Signature: _____

Signature: _____

Name: _____

Name: Eddie Johnson

Title: _____

Title: Chief Commercial Officer

Date: _____

Date: _____

APPENDIX A: Description of Platform and Services

Date of Last Revision: January 26th, 2023

1. Overview:

A B2B eCommerce platform developed by us with your branding and certain other platform specific marketing content.

2. Services

Catalog:

- a. Creation of new product categories and types requested by you.
- b. Uploading of catalog data if by you.
- c. Ongoing catalog maintenance if requested by you.

Hosting:

- a. Full eCommerce Platform functionality.
- b. Provision, management, and security of server | hosting infrastructure.
- c. Standard software maintenance.
- d. Standard platform upgrades.
- e. Hosting security.

Support:

- a. Your internal Admin user setup.
- b. Live customer support via phone & email during normal office hours.

APPENDIX B: Platform Terms of Service

Date of Last Revision: January 26th, 2023

1. Definitions:

“**Agreement**” shall mean this Platform as a Service (PaaS) agreement which this appendix is incorporated into.

“**Platform**” shall mean the platform and webpages located at **INSERT URL**

“**Services**” shall mean any materials or documentation, services or functionality provided by the Platform as well as any support provided by us.

“**Terms of Service**” shall mean these Platform Terms of Service as detailed in this Appendix B incorporated into this Agreement as well as any subsequent amendments.

“**Third-Party Products**” means any third-party information, platform, application, product, service, or materials referenced in, accessible through, or provided in connection with, the Platform or Services.

“**Account Credentials**” shall mean usernames and passwords.

2. Acceptance:

By using the Platform or Services in any way, you are automatically bound by these Terms of Service. If you do not agree to the Terms, then do not use the Platform or Services. If you are accepting these Terms on behalf of a company or any other legal entity, you represent and warrant that:

- i. you are authorized to do so
- ii. the legal entity agrees to be legally bound by these terms, and
- iii. neither you nor the entity are barred from using the Services or accepting these terms under the laws of the applicable jurisdiction.

3. Scope:

Unless either (i) stated in APPENDIX C (Commercial Terms) of this agreement or (ii) otherwise explicitly agreed in writing by us and incorporated as an addendum to these Terms of Service, these Terms shall govern your use of the Platform and the Services. Except as otherwise specified, these Terms do not apply to any services, applications, or software products, provided by third parties, which are governed by their own terms of service.

4. Use Restrictions:

This is an agreement for Services, and you are not granted a license to any software by these Terms. Except as permitted and non-excludable under applicable law, you will not, directly or indirectly: reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of or included in the Services or any software, documentation or data related to the Services; modify, translate or create derivative works based on the Services or any software; or copy (except for archival purposes), distribute, pledge, assign or otherwise transfer or encumber rights to the Services or any software; use the Services or any software for timesharing or service bureau purposes or otherwise for the benefit of a third party; or remove any proprietary notices or labels.

5. Security:

5.1. **Generally.** You are responsible for maintaining the security of your Account Credentials and for all Services accessed or utilized in connection with your Account Credentials and all actions taken in association therewith. You will not share your Account Credentials with any third party.

5.2. **Generally.** We are responsible for maintaining security of the hosted platform.

5.3. **Payment Cards.** We are responsible for the security of credit cardholder data to the extent that we have control of that data. To that end, we undertake regular assessments consistent with the applicable Payment Card Industry Data Security Standards (“PCI”). You represent and warrant that you will determine the PCI merchant requirements applicable to you and your use of the Services.

5.4. **Standard Checkout Environment; PCI.** If you request it, we will integrate the Platform with Card Connect who will provide a secure environment (including appropriate technical, physical and organizational security measures and safeguards. See <https://support.cardpointe.com/cardsecure> for more information) for customer data stored and processed via our standard Platform checkout (“Customer Data”) in order to protect Customer Data from unauthorized access and use. Card Connect's secure environment is certified under the Payment Card Industry Data Security Standard. Card Connect is responsible for maintaining PCI certification for the designated portions of the Services that you use to store and process credit card data, subject to the following (each a “PCI Compliance Condition”):

5.4.1. you comply with all our documentation and notifications, and

5.4.2. you use our checkout environment that has not been modified except by us. To the extent permitted by applicable law, we exclude and disclaim any liability related to the unauthorized use of Customer Data, including liability due to PCI noncompliance, in the event any PCI Compliance

Condition is not satisfied. For example, you will be solely liable for PCI compliance with respect to any modifications to the checkout environment, including modifications via apps or a developer, use of a checkout environment not provided by us or Card Connect, or use of a payment provider for which we do not provide an integration.

- 5.5. **Non-Standard Checkout Environment; PCI** Should you request us to integrate with an alternate secure environment to that provided by Card Connect, then an appropriate Addendum to the Terms of Service covering the provision of a secure checkout environment will be added to this Agreement

6. Intellectual Property (IP):

6.1. Your Content.

6.1.1. We do not claim any intellectual property rights over the content you provide to us. All of your content remains yours. When providing content using the Services (directly or indirectly), you grant us a non-exclusive, worldwide, royalty-free, sublicensable (through multiple tiers) right to exercise any and all copyright, trademark, patent, publicity, moral (where permitted), database, and/or other IP rights you have in that content or associated with your Platform in connection with our provision of the Services, in any media known now or developed in the future.

6.1.2 You represent and warrant that, for all such content you provide, you own or otherwise control all necessary rights to do so and to meet your obligations under these Terms. You represent and warrant that such content is accurate. You represent and warrant that use of any such content (including derivative works) by us, our users, or others in contract with us, and in compliance with these Terms, does not and will not infringe any IP Rights of any third party. To the extent permitted by applicable law, we take no responsibility and assume no liability for any content provided by you or any third party.

6.2 Our Content.

6.2.1 All rights not expressly granted by us to you in these Terms are hereby reserved by us. There are no implied rights save to the extent rights cannot be excluded by applicable law. You may not use, imitate, or copy, in whole or in part, any of our trademarks, service marks, trade dress, logos, or other branding (collectively, "Marks") without, in each instance, obtaining our prior written consent, which shall be given in our discretion but will not be unreasonably withheld. All permitted use of our Marks will inure to the benefit of us.

6.2.2 Ownership. As between the parties, the Platform and Services, including, without limitation, any and all APIs, Software, documentation, images, video, content, logos, page headers, custom graphics, design and user interface elements,

scripts, and other materials contained therein or provided in connection therewith, and all modifications, enhancements, and updates thereto, as well as all IP Rights associated with any of these materials are owned by us and/or our third party sponsors, partners, and vendors. You have no right or license in or to IP other than the right to use the Services, in compliance with the Terms, during the applicable Subscription Period.

6.3 Improvements.

6.3.1 **Standard platform enhancements.** Any upgrades intended for deployment on all platforms will be automatically deployed on your platform at no extra cost to you.

6.3.2 **Your feedback and suggestions.** You may provide us with ideas, opinions, recommendations, feedback, requests for platform enhancements or advice in connection with your use of the Services (collectively, "Feedback"). If you submit Feedback to us, unless otherwise explicitly agreed by us in writing and attached to this Agreement as an addendum, you hereby grant us an irrevocable, perpetual, transferable, non-exclusive, fully-paid-up, royalty-free, worldwide license (sublicensable through multiple tiers) to: (a) use, copy, distribute, reproduce, modify, create derivative works of, adapt, publish, translate, publicly perform, and publicly display such Feedback (or any modification thereto), in whole or in part, in any format, medium or application now known or later developed; and (b) use, and permit others to use, Feedback in any manner and for any purpose (including, without limitation, commercial purposes) that We deems appropriate in its discretion (including, without limitation, incorporating Feedback, in whole or in part, into any technology, product or service).

7. Modifications:

We reserve the right, in our discretion, to change, modify, add to, or remove portions of these Terms of Service (collectively, "Changes"), at any time. We will notify you of Changes by sending an email to the address identified in your Account as an Administrator and by posting a revised version of the Terms incorporating the Changes to the Platform. Your continued use of the Platform or Services following notice of the Changes (or posting of the Terms incorporating the Changes in the event your email address is no longer valid, is blocked, or is otherwise not able to receive the notice) will mean that you accept and agree to the Changes. Such Changes will apply prospectively beginning on the date the Changes are posted to the Platform.

8. Term and Termination:

8.1. **Term.** The Services will be provided to you for the duration of this Agreement as specified in APPENDIX C (Commercial Terms) of this Agreement, unless earlier cancelled by you or terminated by us.

- 8.2. **Effect of Termination.** Upon termination of these Terms by either party for any reason, or cancellation or expiration of your Services subscriptions the Parties will act in accordance with APPENDIX C (Commercial Terms) of this Agreement.

9. Indemnification

- 9.1. In no event shall either of the parties have any liability to each other for indirect, incidental, or consequential damages, including loss of use of equipment or facilities, or economic damages based on strict liability or negligence by the other party.
- 9.2. Subject to the monetary limitations set forth in section 9.3 of these Terms of Service below, both Parties will indemnify, defend, and hold harmless each other and their affiliates and their respective officers, directors, employees, agents, sublicensees, and subcontractors from and against any and all damages, liabilities, penalties, interest, fines, losses, costs and expenses, including reasonable attorneys' fees from any claim or allegation of breach of this Agreement proven in a Court of Law of competent jurisdiction and having all appeals being exhausted.
- 9.3. Either party will in no event be liable to the other in aggregate for more than the total subscriptions and other fees and payments received by us from you for the services during the 12-month period before the claim or cause of action arose.

10. Limitations of Our Liability:

- 10.1. **Excluded Damages.** We and our affiliates assume no responsibility with respect to you or your user's use of the platform, software, or services and will not be liable for any indirect, consequential, incidental, punitive, extraordinary, exemplary or special damages, including, without limitation the following, unless prohibited by applicable law, loss of use, business interruptions, loss of data, loss of profits, and lost revenue, whether such damages are alleged in tort, contract or any other legal or equitable theory, and whether or not eParts is aware of the possibility of such damages.
- 10.2. **Aggregate liability.** We and our affiliates will in no event be liable in aggregate for more than the total subscriptions and fees received by us from you for the services during the 12-month period before the claim or cause of action arose.
- 10.3. **Multiple claims; time limits.** Multiple claims will not expand this limitation. Any cause of action arising out of or related to the platform, software, or services must be commenced within one (1) year after the claim or cause of action accrues, otherwise such claim and cause of action will be permanently barred.

- 10.4. **Jurisdictions; limitations.** Some jurisdictions may not allow the exclusion and/or limitation of liability for fraud, willful misconduct, gross negligence, death, or personal injury or for consequential, incidental, special or other damages, so the above limitations or exclusions may not apply to you. In such event, the liability of us and our affiliates for such damages will be limited to the fullest extent permitted by applicable law. These limitations of liability section will survive any termination or expiration of these terms.

11. Disclaimers:

- 11.1. **General.** Your use of the platform, software, and services will be at your own risk and are provided “as is”, “as available” and “with all faults”. We and our affiliates disclaim, to the fullest extent permitted by applicable law, all warranties, conditions, representations, whether statutory, express or implied, including, without limitation, any implied warranties, conditions and representations of title, merchantability, fitness for a particular purpose, and non-infringement.
- 11.2. **Specific.** We make no warranties, conditions or representations about (i) the ability of the platform to perform without limitation or restriction in any given environment, (ii) the accuracy, completeness or content of the Platform, (iii) the accuracy, completeness or content of any linked sites (through hyperlinks, banner advertising or otherwise), and/or (iv) third-party products, and we assume no liability or responsibility therewith.
- 11.3. **Third-Party Products.** The reference to, or availability of, third-party products in connection with the services or platform does not constitute, and will not be construed as constituting, an endorsement, authorization, sponsorship, or affiliation by or with us with respect to such third-party products.
- 11.4. **Legal, Tax, Financial, Other Communications.** No oral or written information or advice or communications provided by us or any of its employees will constitute personal, legal, tax or financial advice or create a warranty, condition or representation of any kind.
- 11.5. **Jurisdictions; Limitations.** These disclaimers apply to the fullest extent permitted by law and will survive any termination or expiration of these terms. Some jurisdictions may not allow the exclusion and/or limitation of implied representations, conditions, or warranties, or allow limitations on how long an implied warranty lasts, so the above limitations or exclusions may not apply to you. In such event, our warranties, conditions and representations will be limited to the greatest extent permitted by applicable law in such jurisdiction.

12. Confidentiality:

This Agreement may be covered by a separate Mutual Non-Disclosure Agreement entered into by you and us at your request.

13. Transaction Data:

All data relating to transactions is and remains your property during the Term of this Agreement and you grant us access to and permission to use the transaction data to enable us to the extent necessary for us to host and allow the operation of the Platform.

14. Miscellaneous:

- 14.1. **Governing Law and Choice of Forum.** All matters arising out of or in connection with this Agreement, including the construction and interpretation thereof, shall be governed by the federal laws, rules, regulations and executive orders of the United States and the laws of the State of Pennsylvania without regard to conflicts of laws principles. The Parties exclude the application of the United Nations Convention on Contracts for the International Sale of Goods if otherwise applicable. Each Party agrees that claims and disputes arising out of this Agreement must be decided exclusively in a federal or state court of the State of Pennsylvania in Allegheny County. Each Party submits to the personal jurisdiction of such courts for the purpose of litigating any claims or disputes.
- 14.2. **Severability.** If any provision of these Terms is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that the Terms will otherwise remain in full force and effect and enforceable.
- 14.3. **Waiver.** No waiver of any provision of these Terms, nor consent by us to the breach of or departure from any provision of these Terms, will in any event be binding on or effective against us unless it be in writing and signed by our duly authorized representative, and then such waiver will be effective only in the specific instance and for the specific purpose for which given.
- 14.4. **Notices.** You consent to receive electronically any communications from us. We may communicate with you through the email address specified in your account or by posting notices on the Platform. You agree that all agreements, notices, disclosures, and other communications that are provided to you electronically satisfy any requirement that such communications be in writing. All notices from us intended for receipt by you shall be deemed delivered when sent to the email address you provide to us. Notices to us must be sent to: info@epartsservices.com.
- 14.5. **Section Headings.** The section headings and titles in these Terms are for convenience only and have no legal or contractual effect. These Terms will be interpreted without application of any strict construction in favor of or against you or us.

- 14.6. **Independent Contractors.** No agency, partnership, joint venture or employment relationship is created by these Terms or your use of the Services, and you do not have any authority of any kind to bind us in any respect whatsoever.
- 14.7. **Marks.** We shall have the non-exclusive right and license to use the names, trademarks, service marks and logos associated with your Platform to promote the Services.
- 14.8. **Force Majeure.** We will have no liability to you, your users, or any third party for any failure by us to perform our obligations under these Terms in the event that such non-performance arises as a result of the occurrence of an event beyond the reasonable control of us, including, without limitation, an act of war or terrorism, natural disaster, failure of electricity supply, riot, civil disorder, or civil commotion or other force majeure event.
- 14.9. **Third-Party Service Integration.** Certain Third-Party Products may be integrated with the Services. We may, in our discretion and without liability to you, decide to no longer support such integration and migrate your Services subscription to a different integration.
- 14.10. **Hosting Services.** We have entered into arrangements with one or more third parties for hosting services that are essential to the Services, incorporated within the Services and without which the Services could not be provided to you.

APPENDIX C: Commercial Terms

Date of Last Revision: January 26th, 2023

PLATFORM FEES SCHEDULE

INSERT PARTNER SPECIFIC FEES

INSERT OTHER AGREED COMMERCIAL TERMS

The terms below are incorporated into and form an integral part of this Agreement. Any breach of the terms below will be deemed a material breach of the Agreement.

1. **Subscriptions.** These are due in the amount and at the billing date cycle identified in the commercial terms in APPENDIX C (Commercial Terms). Fees are payable in U.S. Dollars, unless otherwise specified.
2. **Non-Refundable.** Fees are based on the Services purchased, regardless of actual usage and are non-refundable. We do not provide refunds or credits for any partial days, months or years and do not provide refunds to customers, whether or not a customer has logged in or placed any purchase orders.
3. **Taxes.** All fees are exclusive of all applicable governmental fees, charges, or taxes, including, without limitation, all sales, goods, services, value-added, withholding, harmonized, or other taxes (collectively "Taxes"). You will be responsible for the payment of all Taxes applicable to your use of the Services.
4. **Late Payments.** If Service fees are not paid on the Billing Date, interest will accrue on such outstanding fees at the rate of 1.5% per month, or the maximum legal rate allowed by law, whichever is less. We may suspend your access to the Services during any period in which payment of fees are materially overdue in our discretion. A suspension will not terminate the Terms of Service or relieve you of any obligations or liabilities. You will reimburse us for any costs of collection.
5. **Acceleration.** If you are materially delinquent in payments or expresses intent not to make further or timely payments, then upon our written notice, all fees remaining unpaid and due for the remainder of the then-current term will become accelerated and due and payable immediately.
6. **Disputed Charges/Billing Inquiries.** It is your obligation to review all billing invoices for accuracy. You have 30 days from the date of a billing invoice to notify We, in writing, that you dispute the charges. Failure to do so within the specified time frame will constitute your agreement that (i) all charges are valid, and (ii) where permitted by applicable law, you waive any claims you may have had regarding such charges.

APPENDIX E: Platform Privacy Policy

Date of Last Revision: January 26th, 2023

1. **Introduction.** We and our affiliates are committed to being transparent about our privacy practices and protecting your data. This privacy notice aims to inform you about how we collect, use, disclose and store information about you when you interact with our websites and services.

This privacy notice will notify you of the following:

- i. What information we collect
- ii. With whom it is shared
- iii. How it can be corrected
- iv. How it is secured
- v. How policy changes will be communicated, and
- vi. How to address concerns over misuse of personal data.

2. Personal Information we Collect

We may collect personal information in the following categories:

- i. Identifiers (such as name and e-mail)
- ii. Customer records information (such as name, telephone number, and office address)
- iii. Commercial information (such as the products you have ordered or considered, as well as your purchasing history)
- iv. Internet activity information (such as browsing and search history within our platform)
- v. Geolocation data (such as the city you are in and your IP address)
- vi. Employment-related information (such as the company that you work for)
- vii. Inferences (such as preferences and behavior within our platform)

3. Why we Collect your Personal Information

We use your IDENTIFIERS to authenticate you in our website and to provide support to you through the purchasing process.

We use CUSTOMER RECORDS INFORMATION to provide you with our services, customer service, and personalized marketing offers.

We use COMMERCIAL INFORMATION to provide you with purchase history reporting, customer service, personalized marketing offers, product recommendations, and other services.

We use INTERNET ACTIVITY INFORMATION to enhance our services (such as improved search results) and to provide features such as "Your Activity".

We use GEOLOCATION DATA to handle location based commercial agreements, improve fraud detection and platform security, account for location-based regulations, and provide improved sales and customer support.

We use EMPLOYMENT-RELATED INFORMATION as a means of keeping users connected to their company accounts.

We use INFERENCES to improve our user experience and provide recommendations and personalized marketing.

4. How we Collect your Personal Information

We collect IDENTIFIERS from consumers directly and/or their employers.

We collect CUSTOMER RECORDS INFORMATION from consumers directly.

We collect COMMERCIAL INFORMATION from consumers directly, from employers, and from public record.

We collect INTERNET ACTIVITY INFORMATION from consumers directly.

We collect GEOLOCATION DATA from consumers' devices.

We collect EMPLOYMENT-RELATED INFORMATION from consumers directly and from employers.

We collect INFERENCES from analyzing consumers' use of our platform.

5. Your Rights

You have the right to request access, erasure, restriction, and portability of your personal data. You have the right to opt-out of the sale of your personal information.

You may opt out of any future contacts from us at any time. You can do the following at any time by contacting us via the email address or phone number provided on our website:

- i. See what data we have about you, if any
- ii. Change/correct any data we have about you
- iii. Have us delete any data we have about you
- iv. Express any concern you have about our use of your data

6. Contacts

You may submit data requests to us either by phone at +1 (844) 722-7278 or by email at info@ourservices.com.

7. Sale of Personal Information Disclosure

We do not sell personal information.

8. Sharing

We share and disclose information about our users in the following limited circumstances:

- i. Vendors, consultants, and other service providers who employ to perform tasks on our behalf. These companies include (for example) our payment processing providers and website analytics companies (e.g., Heap Analytics). our remains responsible for ensuring that such third-party agent or service provider processes your information to the standard required by the applicable privacy laws.
- ii. Legal obligations such as to public authorities or regulators.

9. Cookies

We use "cookies" on this site. A cookie is a piece of data stored on a site visitor's hard drive to help us improve your access to our site and identify repeat visitors to our site. Cookies can also enable us to track and target the interests of our users to enhance their experience on our site. The information in cookies does not usually directly identify you, but it can give you a more personalized experience. Because we respect your right to privacy, you may block the use of or disable cookies. However, blocking cookies may impact your ability to use certain features of our platform.

10. Registration

In order to use this platform fully, a user must first complete the registration form. During registration a user is required to give certain information (such as name and email address). This information is used to contact you about the products/services on our site in which you have expressed interest.

11. Orders

We request information from you on our order form. To buy from us, you must provide contact information (like name and shipping address) and financial information (like credit card number, expiration date). This information is used for billing purposes and to fill your orders. If we have trouble processing an order, we'll use this information to contact you.

12. Links

This web site contains links to other sites. Please be aware that we are not responsible for the content or privacy practices of such other sites. We encourage our users to be aware when they leave our site and to read the privacy statements of any other site that collects personally identifiable information.

13. Surveys

From time-to-time our site requests information via surveys. Participation in these surveys is completely voluntary and you may choose whether or not to participate and therefore disclose this information. Information requested may include contact information (such as name and shipping address). Survey information will be used for purposes of monitoring or improving the use and satisfaction of this site.

14. Security

We take precautions to protect your information. When you submit sensitive information via the website, your information is protected both online and offline.

Wherever we collect sensitive information (such as credit card data), that information is encrypted and transmitted to us in a secure way. You can verify this by looking for a closed lock icon at the bottom of your web browser or looking for "https" at the beginning of the address of the web page.

While we use encryption to protect sensitive information transmitted online, we also protect your information offline. Only employees who need the information to perform a specific job (e.g., billing or customer service) are granted access to sensitive information (such as credit card data). The computers/servers on which we store sensitive and/or personally identifiable information are kept in a secure environment.

15. Notification of Changes

Whenever material changes are made to the privacy notice, we will send an email with a way to see the new policy to every email address actively registered in the platform.

16. Extra Information

If you feel that we are not abiding by this privacy policy, you should contact us immediately via telephone at +1 844.722.7278 or via email at info@ourservices.com.

APPENDIX F: API and Custom Integration and Development Terms

Date of Last Revision: January 26th, 2023

Terms and Conditions for the Integration and Support of third-party Hardware and/or Software

1. Integration Provisions.

- a. These specific Integration Terms detail the terms and conditions specific to third party integrations in connection with our Platform. These terms apply to all customers using any integration.
- b. Unless the agreement specifically stipulates otherwise, our provides only an integration and not the service or product which is subject to Integration.

2. Your Obligations and Integration Terms.

By using any of the Integrations, the Licensee acknowledges and agrees that:

- a. We do not operate nor has any control over the service or product provided by third parties via Integrations, is not responsible for their content and provides the customer with third party integrations only for the customer's convenience; this does not imply any endorsement or any association with such third parties.
- b. We shall not be held liable and does not accept any liability, obligation, or responsibility whatsoever for any loss or damage the customer may suffer in connection with the Integrations, and any concern regarding third party services should be directed to the responsible third party.
- c. You use third party integration at your own risk.
- d. When the integration is complete, a final review of the scope will be held between us and you. This review will be considered the end of the acceptance text.
- e. You are deemed to have accepted our performances if their use has not been substantially restricted by a reported defect for thirty days (30 days) after the end of the acceptance test period.

3. Rights of Use.

- a. We grant to you the right to use the performances of the integration without any restrictions for your own purpose.
- b. All other rights in the performances remain with us. We may use the performances and the gained know-how for performances outside of this Agreement unless otherwise mutually agreed and confirmed in writing which is then attached to this Agreement as an Addendum.

4. Remedy of Defects.

- a. If you find, in the course of correct use of the products, what you believe to be a defect in a product, you shall provide us with reasonably specific information as to the nature of the defect and the conditions under which it occurs, in writing, if so requested by us.
- b. You may only raise claims if you can reproduce the defect or demonstrate it for the intended use of the integration.
- c. We shall, within a reasonable period and at no cost to you correct the defect. If a defect substantially restricts the use of our agreed upon deliveries, we shall provide a workaround solution prior to the final remedy of the defect so that the defect is no substantial any longer.
- d. All claims against us shall expire, if you modify or intervene with the products, unless you prove when reporting a defect that the defect did not result from the modification or intervention.
- e. We are entitled to reimbursement of our expenses if you report what you believe to be a defect without being able to prove it to be one.

5. Change Requests.

- a. If you request us to undertake any modification of the agreed requirements, including any addition to it, and if the requested modification is reasonable and acceptable by us, we must agree. If the realization of such request results in any burden on us then we are entitled to an appropriate adaptation of the terms of this agreement, in particular to the extension of the time for completion and/or to additional compensation.
- b. Agreements on modifications and the resulting adaptations of the terms of the agreement shall be made in writing. If you request a modification orally, we may request you deliver it in writing, or we may confirm it in writing itself. If we confirm your request for modification, the wording of our confirmation shall be deemed to express your requirements correctly, unless you object without delay.
- c. We shall submit its requests for adaptations of the contract without delay. The customer shall notify us without delay if you refuse the required adaptations.

6. Charges and Payments.

- d. Unless a fixed price is expressly agreed on in the agreement, you shall provide payment to us based on costs incurred. In this case, hourly rates, travelling expenses and incidental expenses shall be paid in accordance with our current standard rates, which we may alter from time to time, unless otherwise agreed. We may submit invoices monthly.
- e. Payments shall be due without deductions within 30 days after invoicing unless otherwise expressly agreed by us and confirmed in writing.

APPENDIX G: Infringing Materials Protocol

Date of Last Revision: January 26th, 2023

The terms below are incorporated into, and form an integral part of, our Terms of Service. Unless otherwise defined herein, capitalized terms shall have the meaning ascribed them in the Terms of Service. Any breach of the terms below will be deemed a material breach of the Terms of Service.

1. Protocol.

We comply with the provisions of the Digital Millennium Copyright Act (DMCA) and applicable law for copyright infringement. In addition, because the DMCA provides a useful framework for resolving disputes surrounding allegedly infringing materials in other contexts or jurisdictions, where applicable, we apply this protocol to other allegations of infringement of intellectual property rights.

2. Reporting Claims of Infringement.

We will respond to notices of infringement that comply with applicable law. If an intellectual property rights holder believes that there has been a violation of his/her rights on a site that is hosted for or by us or our subsidiary or affiliate, the intellectual property rights holder may request that we remove or disable the material by submitting written notification to our Intellectual Property Agent. If you knowingly make a material misrepresentation that material or activity is infringing your copyright, you may be held liable for damages under applicable law. The written notification must include the following:

- A signature (physical or electronic) of a person authorized to act on the intellectual property rights owner's behalf.
- Identification of the intellectual property rights that are claimed to have been infringed, or, if the claim involves multiple works, a representative list of such works.
- Identification of the material that is claimed to be infringing, with information sufficient to permit us to locate the material.
- Contact information for the person giving the notification, including name, address, telephone, and email address.
- A statement that the person giving the notification has a good faith belief that use of the allegedly infringing material is not authorized by the intellectual property rights holder, its agent, or the law.
- A statement that the information in the notification is accurate, and under penalty of perjury, that the person giving the notification is authorized to act on behalf of the intellectual property rights owner.

Our designated Intellectual Property or representative to receive such notices is: info@epartsservices.com

3. Counter-Notifications.

If you believe that your material was removed or disabled by mistake or misidentification, you may file a counter-notice with eParts by submitting written notification to our Intellectual Property Agent or Representative. If you knowingly make a material misrepresentation that material or activity was removed or disabled by mistake or misidentification, you may be held liable for damages under applicable statutes. The counter-notice must contain substantially all the following:

- A signature (physical or electronic) of the person submitting the counter-notification.
- Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access disabled.
- Contact information for the person submitting the counter-notification, including name, address, telephone, and email address.
- A statement under penalty of perjury by the person submitting the counter-notification that you have a good faith belief that the material was removed or disabled as a result of a mistake or misidentification.
- A statement that you will consent to the jurisdiction of the Federal District Court for the judicial district in which you reside (or if residing outside the United States, for any United States judicial district in which We may be found) and that you will accept service from the person (or an agent of that person) who submitted the notice at issue.

4. **Repeat Infringement.**

It is our policy in appropriate circumstances to disable and/or terminate your account if you repeatedly infringe intellectual property rights.

APPENDIX H: Products Sourced Direct

Date of Last Revision: January 26th, 2023

1. You have direct purchasing agreements with certain vendors of products. The vendors who enter into such agreements will be referred to as "Suppliers". Under these agreements, Suppliers sell their products to you at prices agreed between you and each supplier (hereinafter, "Your Costs").
2. You, we, or our affiliates may be Suppliers.
3. You will periodically update the list of Suppliers and notify us in a timely manner.
4. We in our sole discretion, shall approve the list of Suppliers whose products will be available for sale on the Platform. Such approval will not be unreasonably withheld by us.
5. We shall work cooperatively with Suppliers to make every reasonable effort to ensure that the platform includes accurate up-to-date product information and Your Costs.
6. We shall notify you in a timely manner in the event that any Suppliers are not providing reasonable support and co-operation to us to help ensure the information about Products and Your Costs are up to date and accurate.