
Epicor Master Customer Agreement Connectivity Products Supplement

(Updated August 9, 2021)

This Connectivity Products Supplement (this “**Supplement**”) governs Customer’s acquisition and use of the Connectivity Product (defined below) ordered from Epicor Software Corporation or its Affiliate specified in the Order therefor (“**Epicor**”). This Supplement is subject to the Epicor Master Customer Agreement Master Terms and Conditions and applicable Supplements (“**Master Terms**”). Capitalized terms have the meanings given in the Master Terms unless otherwise defined herein.

1. Certain Definitions

1.1 “Connectivity Product” means the Epicor product/service listed on an Order, including Connectivity Software and Content, if any, and any updates thereto, which collectively sometimes may be referred to as “AConnex”, “EPN” (Epicor Parts Network), Internet Auto Parts (IAP), and Integrated Service Estimator (ISE).

1.2 “Connectivity Software” means the Software Development Kits, application programming interfaces (“API”) and other Software used to access the Connectivity Product. Connectivity Software is “Software” as defined in the Agreement

1.3 “Content” means the entire content accessible through the Connectivity Product, including, but not limited to: wallpaper, icons, characters, artwork, graphics, information, Databases and Optional Databases (both, only if ordered) materials, images, text, software and code. Databases are also subject to and governed by the terms of Epicor Information Services Supplement. Please note:

- If ordered, the PartExpert Databases include the following databases and feature applications: Epicor standard aftermarket parts catalog (sometimes referred to as PartExpert, Cover-to-Cover (C2C), All Lines, OE Carry Forward (where available), VIN (decode to Year, Make, Model, Engine), Interchange, MCL by Make/Description, Expanded Priorities, ACES Vehicle Integration, Part Preview Images, Dynamic Updates, and Manufacturer Pricing. For clarity, the EPN Custom Website with Catalog license includes the PartExpert Databases.
- Optional Databases available (additional fees apply)
 - Power Sports
 - BuyerAssist/ProductExpert
 - ItemExpert
 - PartExpert OE/OE NF
 - LaborExpert
 - Service Intervals Plus/ServicePlus
 - Tire Fitment
 - TireExpert
 - RepairExpert

1.4. “Customer System” means Customer’s software system with which the Connectivity Products will be used.

1.5 “Member” means a business entity authorized by Epicor to participate in e-commerce transactions on or through the Connectivity Product.

1.6 “Net Sales” means the gross proceeds of all sales transactions made through the Connectivity Product, less sales or use taxes, discounts and credits actually taken.

1.7 “Offer” means an offer to buy or sell posted on the Connectivity Product.

1.8 “Ordinary Course of Business” means the ordinary operations for a business engaged as a service provider, retailer or distributor.

1.9 “Site” means a sales outlet or service facility located at a single physical address that is owned, operated, or franchised by Customer.

1.10 “Software Development Kit” or “SDK” means the SDK listed on an Order that enables use of the Connectivity Product with a Customer System. Where ordered, Customer SDK may include the **EPN Non-Epicor Mechanical Parts Seller**, a SDK enabling a non-EPN ready, non-Epicor offline or SAAS system to connect and act as a **seller** on EPN. Customer license applies to a single physical system or SAAS application unless otherwise noted in this agreement. *Note: To also act as a buyer, the appropriate Buyer SDK must also be licensed and listed on Customer Order (commonly marketed as **EPN NonEpicor System Buyer License**).* Customer may also Order and license an SDK marketed as **EPN Custom Website and/or EPN Custom Website with Catalog**. The Customer Website without catalog includes an SDK to connect to Customer website to Epicor EPN. The EPN Custom Website with Catalog also includes a license to access and use the Epicor PartExpert Data Server (PEDS) Enterprise SDK designed to help display Content data on Customer website and a license to access and use the PartExpert Databases, subject to the terms of the Agreement, this Supplement, and Epicor standard Information Services Supplement. The EPN Licenses described in this Section 1.10 apply to a single URL, unless otherwise noted in this Agreement or Order.

2. Connectivity Product

2.1 *License Grant.* Epicor grants Customer a non-exclusive, personal, terminable, limited, restricted and non-transferable (except as permitted the Agreement) license, within the United States and Canada to access the Connectivity Product at Sites for communications and trading with Members in the Ordinary Course of Business for the time period you have committed to subscribe to the Connectivity Product specified in the Order. For clarity, Customer’s license grant may allow Customer to use licensed Connectivity Product(s) in conjunction with Customer’s operation of a standard Universal Resource Locator as specified in Section 1.10. In order to access the Connectivity Product, Customer may be required to use Connectivity Software. In such event, Epicor grant Customer a non-exclusive, personal, terminable, limited, restricted and non-transferable (except as permitted the Agreement) license to (i) use the Connectivity

Software at Customer business headquarters to develop and support the integration of the Connectivity Product with Customer System; (ii) make a reasonable number of archival copies of the Software solely for backup purposes; and (iii) use the Connectivity Software for the sole purpose of engaging in e-commerce transactions on the Connectivity Product.

2.2 *License Restrictions.* Customer will not (i) distribute, deliver, provide access to (whether on-site or through remote communications), or otherwise make available the Connectivity Product or Connectivity Software to any third parties; (ii) reproduce or copy the Connectivity Software in whole or in part other than as allowed in Section 2.1; (iii) analyze, decompile or reverse engineer the Connectivity Software; (iii) use the Connectivity Product to connect third party users to the Customer System; or (v) Use the Connectivity Product and Connectivity Software for any other purpose not specifically permitted under this Agreement. Please note the following additional restrictions:

- Any information obtained from using the licensed EPN is for use only for the sole purpose of providing connectivity between a buyer and seller. Customer may not use any information for any other purpose including marketing.
- Customer may not use any EPN for, or have EPN be used to assist in, testing new applications. All new applications must first be tested and certified by Epicor in Epicor testing environment. Failure to adhere to this restriction may result in immediate termination of Customer credentials resulting in the inability for Customer application or service to connect to EPN.
- Customer cannot mine, cache or extract Content, including catalog data or images, for any use including offline use, by using any means including the eCatalog APIs
- Customer may not use any other means of sending orders, including third party applications or services, from Customer web site to the selling system(s) other than through the EPN, including Epicor Order Request functionality.

2.3 *Analysis and Statistical Data.* Epicor may compile statistical and other information related to the performance, operation and use of the Services and Products furnished and/or licensed, and use such information in aggregated form to, among other things, create statistical analyses, and for performance optimization, verification of security and data integrity, demand planning, benchmarking, marketing and research and development purposes

3. Fees and Payment; Suspension

3.1. **Fees.** Customer will pay the Connectivity Product fees specified in the Order or renewal invoice therefor in accordance with the terms thereof. Except as otherwise agreed in writing, Connectivity Product fees are payable annually in advance. Additional fees may apply if Customer transitions to a more frequent payment structure. Customer will also pay Epicor the Connectivity Product fees applicable to any use beyond that validly subscribed during the applicable usage period, and the Connectivity Product fees applicable to the remainder of the Connectivity Products Term will be adjusted accordingly.

In addition to any initial license fee, there is an applicable transaction fee based on Epicor’s then-current charges imposed on the total Net Sales of all line items ordered through Customer use of the Connectivity Product including the value of what are commonly referred to as any part cores. This fee is imposed on both automotive and non-automotive items as well as items ordered as part of a stock order and is imposed on all items whether or not the application making the transaction is using Epicor Content. The applicable transaction (variable) fee is listed in the Orde. If no transaction/variable fee is listed, the applicable transaction fee rates are as follows:

First \$10,000	1.00%
Second \$10,000	0.95%
Third \$10,000	0.90%
Fourth \$10,000	0.85%
Above \$40,000	0.80%

The following example illustrates the application of this fee. Assume a Customer has \$75,000 in Net Sales for an applicable months: The applicable fee is calculated as follows

First \$10,000 @ 1.00%	\$100.00
Second \$10,000 @ .95%	\$95.00
Third \$10,000 @ .90%	\$90.00
Fourth \$10,000 @ .85%	\$85.00
<u>\$35,000 @ .80%</u>	<u>\$280.00</u>
Total owed to Epicor	\$650.00

Please note that all transactions originating from a Mitchell1 Management software system may incur additional fees charged to the seller (aka ‘Mitchell button fee’). There is also a minimum then-current fee per month, which as of January 2016 is one hundred dollars. Customer understands that Customer may also be required to pay a transaction fee to non-Epicor third parties to conduct transactions with certain Members. Customer must maintain appropriate systems and processes to accurately, completely and timely measure Customer Net Sales. If Epicor requests, Customer must provide Epicor a Net Sales transaction report at the end of each month detailing the volume of Net Sales for the just completed month. Customer is solely responsible for ensuring that all monthly Net Sale transaction reports are accurate and complete.

3.2. **Suspension.** Epicor reserves the right to suspend the Connectivity Products if fees due Epicor, which are not subject of a good faith dispute (provided all undisputed fees continue to be paid in a timely manner), remain past due following 30 days' written notice regarding the same in addition to any other rights it may have under the Agreement or at law.

4. Additional Customer Data, Responsibility, and Data Security Terms

4.1 Customer assumes sole responsibility and liability for the accuracy and adequacy of information Customer transmits or posts on the Connectivity Product. Customer warrants that Customer will use the Connectivity Product for lawful purposes only and that Customer will not post or transmit through the Connectivity Product any information or materials which violate or infringe in any way the rights of third parties or which are unlawful, vulgar, obscene, defamatory, racist, profane, hateful, or objectionable in any manner as determined solely by Epicor.

4.2 Customer will cooperate with us to adapt and implement any reasonable security features required by us including installing firewall and other security technologies to prevent unauthorized access and or modification from either internal or external resources to the Connectivity Product and Connectivity Software. Customer will implement software updates provided by Epicor that contain additional security features at all licensed Sites within ninety (90) days of Customer receipt of any such licensing updates.

4.3 Epicor will provide Customer with a unique identification code ("ID") and a unique password ("Password"). Epicor will have no responsibility for controlling or monitoring the use of such Passwords and no liability for any use of such Passwords. Customer will take all actions that are necessary to maintain the confidentiality of, and in order to prevent the unauthorized use of, Customer ID and Password. Customer will notify us immediately if Customer determines, or has reason to believe, that an unauthorized party has gained access to Customer ID or Password, or that a person previously authorized to use Customer ID and Password is no longer authorized for any reason, including termination of employment. Customer authorizes Epicor and other Members to rely upon any information and/or instructions set forth in any order or other data transmission using Customer assigned ID and Password, without making further investigation or inquiry, and regardless of the actual identity of the individual transmitting the order or data. Use of the assigned ID or Password, whether or not authorized by Customer, will be solely Customer risk and responsibility.

4.4 Customer acknowledges to take full responsibility for any credit or other risks for any transactions with other Members. Customer further acknowledges that Epicor makes no representation or warranty regarding the creditworthiness or any other matter regarding any other Member on the Connectivity Product. Epicor does not represent or warrant that any representations and warranties made by any Member have been made, or if made, are accurate. Customer acknowledges that it is solely and completely responsible for all transactions that Customer enters into via the Connectivity Product.

4.5 Epicor will use commercially reasonable efforts to correct any system errors or malfunctions as soon as practical. Customer agrees and understands that if a system error or malfunction, regardless of the cause thereof, affects a transaction or intended transaction involving Customer and any other party using the Connectivity Product, Epicor may take any corrective action deemed reasonable by us under the circumstances, including without limitation withdrawal of any confirmation issued for any such transaction, and such withdrawal or other action may have the effect of canceling a transaction. Epicor will not be liable to Customer and Customer agrees that it assumes all risks relating to such events.

4.6 Customer is solely responsible for the integration of the Connectivity Product with the Customer System. Epicor is not responsible for, and will not be required to fix any problems or failures which result from operation of the Connectivity Product in conjunction with the Customer System or any other software products (or other equipment) not provided by us. Epicor may provide Professional Services to Customer to assist Customer integration efforts. Such Professional Services will be provided at Epicor's then-current rate for such Services.

4.7 Prior to allowing access to and use of the Connectivity Product by a new Site, Customer will provide written notice to Epicor containing the name, address and telephone number of each such Site.

4.8 Customer will be solely responsible for providing first level support for the Connectivity Product and Connectivity Software. Epicor will make available to Customer toll free telephone support during Epicor normal business hours for questions concerning the Connectivity Product for up to three (3) of Customer employees.

4.9 Epicor may collect information regarding Customer use of the Connectivity Product such as, but not limited to, the total number of visitors, most-accessed services or areas on the Connectivity Product, Member business types, the contents of Customer inquiries and Orders, etc. Epicor may use such data to better serve Members, to improve Connectivity Product features, and for Epicor internal marketing and other related services (including, on an aggregated, non-attributed, basis, the provision of information or analytic services. Epicor may disclose Member data, and Customer hereby consents to such disclosure, to third parties in aggregated form with no information identifiable to a specific Member. By submitting any personally identifiable information to us pursuant to this Agreement or in connection with Customer use of the Connectivity Product, Customer consent to such use. Customer will at all times use commercially reasonable efforts to comply with all applicable data protection laws in using the Connectivity Product and will obtain the express consent of all individuals to collect and so use such personally identifiable information with the Connectivity Product.

4.10 Customer grants Epicor a license to reference Customer name as a Customer of the Connectivity Product on the Connectivity Product, and in Epicor promotional materials.

4.11 Customer is solely responsible for obtaining and maintaining all telephone, network, and computer hardware, and other equipment needed for access to and use of the Connectivity Product, including, if applicable long distance and service provider charges associated with access to the Internet.

5. Connectivity Product Warranties

NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY IN THE AGREEMENT, INCLUDING ANY EXPRESS WARRANTY REGARDING SERVICES, SOFTWARE, OR PRODUCTS, CONNECTIVITY PRODUCTS ARE FURNISHED ON AN AS-IS BASIS. EPICOR DISCLAIMS ALL WARRANTIES, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IF THERE IS AN ERROR OR DEFECT IN SUCH PRODUCTS WHICH MATERIALLY IMPACTS CUSTOMER ABILITY TO USE THE PRODUCTS, AND WHICH EPICOR IS UNABLE TO CURE WITHIN THIRTY DAYS, CUSTOMER CAN NOTIFY US, TERMINATE THE CONNECTIVITY PRODUCTS, AND RECEIVE A REFUND FOR THE PERIOD OF TIME THE PRODUCTS WERE SO AFFECTED. THIS IS CUSTOMER SOLE AND EXCLUSIVE REMEDY FOR A MATERIAL ERROR OR DEFECT IN THE CONNECTIVITY PRODUCTS.

6. Additional Indemnification and Liability Limitation Terms

6.1. **Epicor Claims.** In addition to Customer's obligations under the Master Terms, Customer will, at its own expense defend Epicor Indemnified Parties against Losses finally awarded against them or amounts agreed to in a monetary settlement arising out of or in connection with such Claim to the extent the Claim (any of the following, also an Epicor Claim for purposes of the Agreement) results from Customer's use of the Connectivity Product not in accordance with the Usage Restrictions.

6.2. **Additional Limitations.** The parties agree that the exclusions and limitations specified in Section 8 of the Master Terms do not apply to Customer's breach of the Usage Restrictions.

7. Term and Termination

7.1. **Term.** The initial period applicable to the Connectivity Product is as stated in the Order therefor ("**Initial Connectivity Product Term**").

7.2. **Renewal.** Upon expiration of the Initial Connectivity Product Period, and each anniversary thereafter, the Connectivity Product Order will automatically renew for an additional one-year period (each, a "**Renewal Connectivity Product Term**"), at the rates then in effect unless Customer and Epicor negotiate a new arrangement or either party gives written notice no later than 90 days prior to the end of the applicable Initial Connectivity Product Term or Renewal Connectivity Product Term of its intention not to renew. The Master Terms and Connectivity Product Supplement in effect at the time of renewal will govern the Connectivity Product for the duration of the Renewal Connectivity Product Term.

7.3. **Additional Connectivity Product Orders.** Any additional Connectivity Product Orders processed during the Connectivity Product Term will be added to Customer's then current Connectivity Product and are subject to the Master Terms and Connectivity Product Supplement in effect at the commencement of the then current Initial Connectivity Product Term or Renewal Connectivity Product Term as the case may be.

7.4. **Termination.** A party may terminate the Agreement, this Supplement and/or the Connectivity Product Order in accordance with the Master Terms. Customer may also terminate the Agreement and Connectivity Product Order as permitted under Section 5.1 of this Supplement upon written notice.

7.5. **Effect of Termination; Customer Data Portability and Deletion.** Customer's right to use the Connectivity Product and On-premises Applications ends upon the effective date of expiration or termination of the Connectivity Product Term. If Epicor processes Customer Data as part of the Connectivity Product, Epicor will make the Customer Data available to Customer in machine-readable format upon Customer's written request made within 30 days following termination or expiration of the Connectivity Product Term. Except as otherwise required by law, Epicor may delete or destroy all copies of the Customer Data following such 30 day-period.

7.6. **Refund or Payment upon Termination.**

7.6.1. Customer is entitled to a pro-rata refund in the amount of any then prepaid Connectivity Product fees for the terminated period calculated as of the effective date of the termination if (i) Customer terminates the Agreement or Connectivity Product Order for cause (subject to such cause being established) pursuant to the Master Terms or as permitted under Section 5.1 of this Supplement, or (ii) Epicor terminates the Agreement or Managed Services Order as a result of its indemnification obligations under the Master Terms.

7.6.2. Customer will pay any unpaid Connectivity Product fees covering the duration of the Connectivity Product Term applicable to the Connectivity Product Order if Epicor terminates the Agreement or Connectivity Product Order because of Customer's uncured breach or if Customer terminates the Agreement or Connectivity Product Order other than as permitted under the Agreement.

7.7. **Surviving Provisions.** In addition to those Sections that survive under the Master Terms, Sections 1, 3.1, 6 and 7 of this Supplement will survive expiration or termination of the Agreement.
