
Epicor Master Customer Agreement Information Services Supplement

(Updated August 9, 2021)

This Information Services Supplement (this “**Supplement**”) governs Customer’s acquisition and use of Epicor’s Information Services or Databases, that are commonly by Epicor Software Corporation or its Affiliate(s) (“**Epicor**”) as Part Expert Data Server (PEDS), PartExpert, ePartExpert, Catalog, TireFitment, TireExpert, Interchange, Cover2Cover and other Databases and Information Services defined below. This Supplement is subject to the Epicor Master Customer Agreement, including the Master Terms and Conditions and applicable Supplements listed in an Order (“**Master Terms**” or “**Agreement**”). Capitalized terms have the meanings given in the Master Terms unless otherwise defined herein.

1. Certain Definitions

1.1 “Epicor Cover-to-Cover®” means Epicor’s Service that provides access to enhanced parts information, including detailed photos/illustrations, specifications, and technical service bulletins directly from select catalog suites, accessible through an application service hosted by Epicor.

1.2 “Customer System” means the software system you use to access and/or use the Information Services.

1.3 “Data” means any data provided through use of the Information Services.

1.4 “Database” means the compilations of Data (including any supplements, modifications or updates) provided and enabled for your authorized licensed use, as identified in an Order including the PartExpert Databases and the Optional Databases (both, only if ordered), images, text, and software. Please note:

- If ordered, the PartExpert Databases include the following databases and feature applications: Our standard aftermarket parts catalog (sometimes referred to as PartExpert, Cover-to-Cover (C2C), OE Carry Forward (where available), Interchange, All Lines, Part Image Preview and VIN decoder. For clarity, the PEDS Cloud API enables access to the PartExpert Databases.

- Optional available Databases (others may also be available, and additional fees apply for each of these Databases):

- Plate-to-VIN (License plate lookup)
- BuyerAssist
- PowerSports (Othermotive)
- PartExpert OE
- PartExpert GFX
- LaborExpert (where available)
- Service Intervals (where available)
- Tire Fitment
- TireExpert

1.5 “Database Software” means, when ordered, the object code version of the application Database software interfaces, Software Development Kit, application programming interface (API), and any updates to the Database Software provided pursuant to this Agreement.

1.6 “Database Software Documentation” means documentation relating to the Database Software that Epicor provides to you.

1.7 “Database Software Products” means the Database Software and Database Software Documentation.

1.8 “Data Site” means an automotive aftermarket parts sales outlet or service facility located at a single physical address that is owned or operated by you.

1.9 “Information Services” means those Epicor Services which include the provision of Databases and/or Database Software Products.

1.10 “Ordinary Course of Business” means the ordinary operations for a business engaged as an automotive service provider or automotive parts retailer or distributor.

1.11 “Third Party Data” means data and/or software licensed from third party suppliers, including without limitation Mitchell Repair Information Group, Motor Information Systems, Experian and IHS Markit provided by Epicor in conjunction with the Information Services.

1.12 “User” means an individual end user of the Software or Databases. All Users must be your employee or contractor, an employee of your authorized customers, or an end user who has the authority to access your Web Site, and who has agreed to those applicable terms and conditions described in this Supplement.

1.13 “Web Site” means the single domain (for which you have requested use and we have approved and) through which Information Services may be accessed by Users; or (when ordered) by your business customers or consumers.

2. Information Services Product

2.1 **License Grant.** When ordered, we grant you a non-exclusive, personal, terminable, limited, restricted and non-transferable (except as permitted the Agreement) license, within North America (i) to use the Information Services to develop Information Services interfaces, support the integration of, and enable access to, the Information Services with the Customer System for use in the Ordinary Course of Business at your Data Sites; or (ii) to use the Information Services to develop Information Services interfaces, support the integration of, and enable access to, the Information Services for use in the Ordinary Course of Business at Data Sites with a Web Site for purchases or prospective purchases of vehicle parts from you by Users.

2.2 **License-Restrictions.** You may only access the Information Services through use of the Customer System or Web Site in the Ordinary Course of Business. The Information Services may only be accessed on-demand, meaning real-time lookups and may not be cached or stored offline in any manner with the following exceptions: The result of lookups including the Year, Make, Model, Engine, VIN and part information may be cached for up to 24 hours. Part and Labor Descriptions, Part and Labor Categories and Groups, and Epicor vehicle years, makes and models may be cached for the term of the agreement. **CUSTOMER UNDERSTANDS THAT, AND HEREBY AGREES TO ACCEPT ALL RISKS (AND HOLD EPICOR HARMLESS FOR ANY DAMAGES OR LOSSES OR CLAIMS) ASSOCIATED WITH, STORING DATA OFFLINE CREATES RISKS BECAUSE SUCH DATA AND DATABASES ARE FREQUENTLY UPDATED AND STORING DATA IN ANY MANNER RISKS THAT THE DATA BECOMES OBSOLETE OR OTHERWISE INAPPLICABLE AND CUSTOMER MIGHT THEREFOR MISS UPDATED CONTENT.** You will not distribute, deliver, provide access to (whether on-site or through remote communications), or otherwise make available the Information Services to any third parties except as otherwise expressly allowed by this Supplement or the Agreement. Notwithstanding the foregoing, Users of the Web Site may display, copy, distribute, and download the materials on the Web Site – on a case-by-case lookup, including integrating the results into estimating system or estimating module of a shop management system - solely in connection with actual purchases or prospective purchases, provided that Users may not modify or create derivative works from the information received from the Web Site and may not remove any copyright and other proprietary notices contained in such information. You will maintain enforceable terms and conditions of use on the Web Site which are acceptable to Epicor and which (1) are consistent with the license grants, restrictions and disclaimers of warranties, contained in this Supplement, (2) forbid any User of the Web Site from (i) modifying the Database Software Products or Data, (ii) using the Database Software Products or Data other than in connection with purchases or prospective purchases of automotive parts from the Web Site, (iii) scraping data, whether on a broad-based basis, or storing any data other than on a case by case lookup basis for a specific purchase, tied to a unique customer, as expressly permitted above, and (iv) removing any copyright notices or other proprietary notices. For clarity, you are not permitted to store or “cache” Data obtained by a specific content and/or Data lookup for a unique customer and use such Data or content for any other customer. Except as is described in this Section, you may not otherwise reproduce or copy the Information Services, in whole or in part. You will cooperate with us to adapt and implement any reasonable security features required by us in connection with (1) the integration of the Information Services with the Web Site and Customer System, including without limitation implementing Software updates provided by us that incorporate additional security features (“Licensing Updates”). Within ninety (90) days of your receipt of any such Licensing Update, you will implement the Licensing Update, (2) the installation of firewall and other security technologies to prevent unauthorized access and or modification, from either internal or external resources, of the Information Services. (g) Except as expressly authorized by us in writing, you will not utilize any part of the Information Services or Confidential Information of Epicor on behalf of any third party or otherwise: (1) to reformat any Database; (2) to analyze, disassemble, decompile modify, translate prepare derivatives or reverse engineer any Database Product or Epicor file formats; (3) to capture, download, distribute, reproduce or redisplay text or graphics or other content in any format other than that provided by Epicor; (4) to integrate the results of any parts lookups into an estimating system or the estimating module of a store management system other than the Customer System, (5) use the Information Services for, or in connection with, a time-sharing, rental, service bureau or support services arrangement, or (6) for any other purpose not specifically permitted under this Agreement. (h) You are expressly prohibited from reselling, transferring or using the Information Services on or through any web site, other than the Web Site, whether owned by you or another company.

2.3 **Third Party Data.** Our provision of Third Party Data is subject to the continued availability of such Third Party Data from third party suppliers. In the event there is a change in such terms or the Third Party Data becomes unavailable during the term of this Agreement, we may remove the product offering on reasonable notice or, if applicable, you and Epicor may agree to modify the terms applicable to such Third Party Data. If licensed to you, the following additional terms apply to your Use of Epicor’s Labor Estimating Database which includes Data we license from Mitchell Repair Information Group (“Mitchell”): (x) you are prohibited from modifying in any manner whatsoever any element of information contained in the Data comprising such database (“Mitchell Data”) (including, without limitation, any unit of time, any labor operation description or other description of a unit of time or any related notes or comments), except that you are permitted to modify the Mitchell Data so long as such modifications are made for the purpose of conforming the Mitchell Data to relevant local conditions; (y) you may not display or create a printout that displays Mitchell Data in comparison with similar information supplied by vendors other than the Mitchell; and (z) you are not permitted to delete from the Mitchell Data any definitions, advice, instructions or disclaimers contained in the Mitchell Data. **YOU ACKNOWLEDGE AND AGREE THAT YOU MAY NEVER USE ANY MITCHELL REPAIR DATA OR MOTOR INFORMATION SYSTEMS CONTENT ON OR MAKE IT AVAILABLE THROUGH A B2C WEBSITE, OR WEBSITE OR APPLICATION THAT IS ACCESSIBLE BY CONSUMERS (RATHER THAN A WEBSITE OR APPLICATION THAT IS DESIGNED FOR AND USED BY BUSINESSES).**

2.4 **VIN Lookup.** If licensed to you in an Order, the following additional terms apply to your Use of Epicor’s proprietary VIN Database and decoder (“VIN Lookup”). We grant you a non-exclusive, personal, terminable, limited, restricted and non-transferable

(except as permitted the Agreement) license to Use VIN LookUp to search Epicor's automotive parts catalog through entry of a vehicle's VIN number. VIN LookUp is licensed exclusively for your internal use within the United States and Canada and Mexico. You may use VIN LookUp only within the Software to search the Database. The only Data you may search for and obtain using VIN LookUp are the year, make, model, and vehicle attributes of a vehicle. Unless otherwise stated, you are not permitted to grant, enable or otherwise provide access to VIN LookUp to any third party and you are required to prevent the unauthorized use of VIN LookUp. VIN LookUp includes proprietary products and data of IHS Markit, which we have obtained under a license. You are expressly prohibited from using VIN LookUp for any other purposes, including but not limited to i) disassembling, decompiling, or reverse engineering VIN LookUp or the IHS Markit products and data, (ii) using VIN LookUp to search any catalogs or databases other than those provided to you by Epicor; (iii) enabling VIN LookUp for any use, other than searching the Databases; (iv) using VIN LookUp to generate motor vehicle registration statistical reports, title statistics or vehicle population statistics derived from motor vehicle information; (v) using VIN LookUp to create a substitute or parallel product; (vi) reselling, sublicensing, or otherwise disclosing VIN LookUp or VIN LookUp data to third parties, except as allowed by this Agreement.

2.5 Epicor Cover-to-Cover. If licensed to you in an Order, the following additional terms apply to your Use of Epicor **Cover-to-Cover ("C2C")**. **C2C is hosted by us and accessible to Data Sites at our hosting location via a standard web browser. Without limiting the foregoing, you agree that you will not resell, sublicense, lease, rent, transfer or otherwise provide any right or access granted to C2C to any third party except as expressly authorized in this Supplement.** We grant you a non-exclusive, personal, terminable, limited, restricted and non-transferable (except as permitted the Agreement) license **to internally use the applications programming interface for the C2C and related documentation ("C2C API") on a single standalone workstation in an isolated non-production environment to develop a user interface to access the Cover-to-Cover Web Service in the Ordinary Course of Business. You will not disclose, transfer, assign, sublicense or distribute to any third party, or permit any third party to access or use the C2C API. You acknowledge that Epicor owns and will continue to own all right, title and interest in the C2C and C2C API and that the C2C and C2C API are Epicor's Confidential Information.**

2.6 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 fees specified in the Order or renewal invoice therefore in accordance with the terms thereof. Except as otherwise agreed in writing, Services fees are payable annually in advance.

3.2 Suspension. Epicor reserves the right to suspend the Information Services 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. PROPRIETARY RIGHTS. Title to and ownership of all Proprietary Rights in the Databases and Database Software Products, as well as any writings, works, copyrightable subject matter, or other materials derived from the Databases and Database Software Products, will at all times be, and will remain, our property or the property of any third party from whom we have obtained rights, even if your suggestions, ideas or materials are included in the Databases or Database Software Products. You acknowledge that we will retain, and you hereby assign to us, any and all Proprietary Rights in any Customizations and in any further modifications to, or derivative works of, the Databases and Database Software Products, whether developed by or for you or by us through our Professional Services, through a Statement of Work, or otherwise. Except as we expressly provide in this Supplement, we grant you no rights or licenses with regard to the Databases, Database Software Products, and Information Services.

5. Information Services Warranties. The Data comprising the Databases is based upon information supplied from a variety of sources. Neither Epicor nor its suppliers make any representations, warranties or covenants whatsoever with respect to the condition, quality, completeness, accuracy, performance, correctness, durability, current-ness, design or suitability of the Data or Databases. In addition, neither Epicor nor our suppliers will be liable for any negligence in procuring, compiling, collecting, processing, communicating, furnishing, or delivering the Data and Databases to you. **THEREFORE, NOTWITHSTANDING ANYTHING ELSE TO THE IN THE AGREEMENT, INCLUDING ANY EXPRESS WARRANTY REGARDING SERVICES, INCLUDING SUBSCRIPTION SERVICES, INFORMATION SERVICES, AND THE DATA AND DATABASES, ARE FURNISHED ON AN AS-IS BASIS. WE DISCLAIM ALL WARRANTIES, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IF THERE IS AN ERROR OR DEFECT IN SUCH SERVICES (INCLUDING THE DATA AND/OR DATABASES) WHICH MATERIALLY IMPACTS YOUR ABILITY TO USE THE SERVICES, AND WHICH WE ARE UNABLE TO CURE WITHIN THIRTY DAYS, YOU CAN NOTIFY US, TERMINATE THE SERVICE, AND RECEIVE A REFUND FOR THE PERIOD OF TIME THE SERVICES WERE SO AFFECTED. THIS IS YOUR SOLE AND EXCLUSIVE REMEDY FOR A MATERIAL ERROR OR DEFECT IN THE INFORMATION SERVICES.**

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 results from Customer's use of the Information Services Product not in accordance with the terms of the Agreement, including this Supplement.

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 Information Services Product is as stated in the Order therefor ("**Initial Information Services Product Term**").

7.2. **Renewal.** Upon expiration of the Initial Information Services Product Period, and each anniversary thereafter, the Information Services Product Order will automatically renew for an additional one-year period (each, a "**Renewal Information Services 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 Information Services Product Term or Renewal Information Services Product Term of its intention not to renew. The Master Terms and Information Services Product Supplement in effect at the time of renewal will govern the Information Services Product for the duration of the Renewal Information Services Product Term.

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

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

7.5. **Effect of Termination; Customer Data Portability and Deletion.** Customer's right to use the Information Services Product and On-premises Applications ends upon the effective date of expiration or termination of the Information Services Product Term. If Epicor processes Customer Data as part of the Information Services 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 Information Services 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 Information Services Product fees for the terminated period calculated as of the effective date of the termination if (i) Customer terminates the Agreement or Information Services Product Order for cause (subject to such cause being established) pursuant to the Master Terms or as permitted under 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 Information Services Product fees covering the duration of the Information Services Product Term applicable to the Information Services Product Order if Epicor terminates the Agreement or Information Services Product Order because of Customer's uncured breach or if Customer terminates the Agreement or Information Services 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, 4, 5, 6 and 7 of this Supplement will survive expiration or termination of the Agreement.
