

## API TERMS

These API Terms (the “Terms”) govern your access to and use of the application programming interfaces (“APIs”) made available by Transtar, LLC d/b/a Transend (“Transend” or “us” or “we”), which are intended to permit users to access certain data as we or our suppliers or licensors may make available from time to time. As used in these Terms, “APIs” includes all data and other information that is made available or provided via or using the APIs or our related websites.

By accessing or using the APIs, you agree on behalf of yourself and any organization or company that you represent (together, “you”) that you have read and understand these Terms and our Privacy Policy. IF YOU DO NOT AGREE TO THESE TERMS OR OUR PRIVACY POLICY, DO NOT ACCESS OR USE THE APIs.

### 1. **Scope and Licenses.**

a. Subject to these Terms, including the restrictions set forth in Section 3, Transend grants you a non-exclusive, non-transferable, non-sublicensable, worldwide revocable right and license during the Term (as hereinafter defined) to use and make calls to the APIs to integrate Transend’s intelligent auto parts ordering system into your system solely in accordance with these Terms and any and all related documentation or other restrictions provided by Transend.

b. Transend shall have, and you hereby grant to Transend, a royalty-free, fully paid-up, worldwide, transferable, sub-licensable, irrevocable and perpetual license to implement, use, modify, commercially exploit, incorporated into any of Transend’s products or services (including the APIs) and/or otherwise use in any manner any suggestions, enhancement requests, recommendations or other feedback you provide to Transend.

### 2. **Accessing the APIs and Security.**

a. Unregistered users may view our website. However, if you would like to access our APIs, you must first obtain an API key by contacting us. We will not be liable if for any reason all or any part of the APIs is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the APIs, or the entire APIs, to users, including registered users.

b. Your API key will be created for your use of the APIs based upon the personal information you provide to us. You may not have more than one (1) API key. If you obtain more than one (1) API key, or if any information provided during the registration process or thereafter proves to be inaccurate, fraudulent, not current, incomplete, or otherwise in violation of these Terms, we may deactivate your API key and/or terminate, delay or suspend your access to the APIs.

c. You acknowledge that your API key is personal to you and agree not to provide any other person with access to the APIs or portions of it using your API key or other security information. You agree to notify us immediately of any unauthorized access to or use of your API key or any other breach of security. You should use particular caution when using your API key a public or shared computer.

d. We have the right to disable any API key at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms.

3. **Restrictions.** You may use the APIs (including our related websites) only for lawful purposes and in accordance with these Terms.

a. You agree not to use the APIs or any data or information accessed via the APIs: (a) in any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries), (b) for the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise, (c) to send, knowingly receive, upload, download, use, or re-use any material that does not comply with these Terms, (d) to transmit, or procure the sending of, any advertising or promotional material, including any “junk mail”, “chain letter”, “spam”, or any other similar solicitation, (e) to impersonate or attempt to impersonate Transend, a Transend employee, another user, or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing), (f) for any commercial or other purposes not expressly permitted by these Terms, (g) in any manner that falsely implies any endorsement, association, or partnership with Transend, or that otherwise misleads others to believe you are affiliated with Transend, (h) to disseminate or transmit personal information concerning any other person or entity without their express permission, including but not limited to license, credit, debit or account numbers, (i) to obtain more than one API key or obtain an API key on behalf of another individual, (j) to commit fraud or falsify information, (k) to engage in data mining or similar data gathering or extraction activities or retrieve data or other content from the APIs for purposes of creating or compiling that content for any purpose, or (l) to engage in any conduct that restricts or inhibits anyone’s use or enjoyment of the APIs, or which, as determined by us, may harm Transend or users of the APIs or expose them to liability, including but not limited to stalking or harassing any other Transend user.

b. Additionally, you agree not to: (a) use the APIs in any manner that could disable, overburden, damage, or impair the APIs or interfere with any other party’s use of the APIs, including their ability to engage in real time activities through the APIs, (b) use any robot, spider, or other automatic device, process, or means to access the APIs for any purpose, including monitoring or copying any of the material on the APIs, (c) use any manual process to monitor or copy any of the material on the APIs or for any other unauthorized purpose without our prior written consent, (d) use the APIs to send deceptive, altered, or false source-identifying information, (e) use any device, software, or routine that interferes with the proper working of the APIs, (f) introduce any viruses, trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful, (g) probe, test, or attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the APIs, the server on which the APIs are stored, any server, computer, or database connected to the APIs, or breach any security or authentication measures, (i) attack the APIs via a denial-of-service attack or a distributed denial-of-service attack, (j) avoid, bypass, deactivate, remove, impair, descramble, or otherwise circumvent any technological measure implemented by Transend, any of its providers or any other third party (including another user) to protect the APIs, (k) reverse engineer, decompile or disassemble any of the software used to provide the APIs, or (l) assist or encourage any third party to do any of the above, or otherwise attempt to interfere with the proper working of the APIs.

c. If you violate any of the foregoing restrictions in Section 3(a) or 3(b), Transend may investigate and prosecute such violations to the full extent of applicable law, including without limitation, deactivating your API key or removing your access to the APIs.

d. Transend has the right, but not the obligation, to monitor your access to or use of the APIs, and it has the right to do so to operate and improve the APIs, and to ensure compliance

with these Terms.

4. **Intellectual Property Rights and Ownership.** The APIs, the information they provide access to, and their features and functionality (including, but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof), are owned by Transend, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws). Subject to the limited licenses expressly provided in these Terms, nothing in these Terms transfers or assigns to you any of Transend's intellectual property rights in the APIs or Transend's other technology or data. You must not (a) reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the APIs, (b) use any illustrations, photographs, video or audio sequences, or any graphics from this APIs, (c) delete or alter any copyright, trademark, or other proprietary rights notices from copies of information or other materials from this APIs, or (d) access or use for any commercial purposes any part of the APIs, any information, or any services or materials available through the APIs. The Transend name, logo, and all related names, logos, product and service names, designs, and slogans are trademarks and service marks of Transend or its affiliates or licensors. You must not use such marks without the prior written permission of Transend. All other names, logos, product and service names, designs, and slogans on our sites are the trademarks of their respective owners.

5. **Modifications.** We reserve the right to modify these Terms at any time. All changes will be effective immediately upon posting to the APIs and, by accessing or using the APIs after changes are posted, you agree to those changes. Material changes will be prominently posted on the APIs or otherwise communicated to you (e.g., via email). Transend shall have no liability of any kind with respect to any such modifications or any adverse effects resulting from such modifications. Your continued access to or use of the APIs following any changes shall constitute binding acceptance of such changes.

6. **Fees.** In consideration for access to the APIs hereunder, you agree to pay all fees in accordance with the fee schedule we provide or make available to you.

7. **Reliance and Disclaimer of Warranties.**

a. The information provided on or through the APIs is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of any information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on any of the information or other materials by you or any other user of the APIs, or by anyone who may be informed of any of the information they make available. This information made available through the APIs may include information provided by third parties, including users of our other online services, third-party licensors, syndicators, aggregators, and/or reporting services. We are not responsible, or liable to you or any third party, for the information or accuracy of any materials provided by any third parties.

b. You understand that we cannot and do not guarantee or warrant that information available for downloading from the internet or accessible via the APIs will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data.

c. TO THE FULLEST EXTENT PERMITTED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, MALWARE, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE APIs OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE APIs OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON OR MADE AVAILABLE THROUGH THEM, OR ON ANY PLATFORM LINKED TO IT.

d. YOUR USE OF THE APIs, THE INFORMATION THEY PROVIDE ACCESS TO, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE APIs IS AT YOUR OWN RISK. THE APIs, CONTENT PROVIDED OR MADE AVAILABLE BY TRANSEND, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE APIs ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER TRANSEND NOR ANY PERSON ASSOCIATED WITH TRANSEND MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE APIs. WITHOUT LIMITING THE FOREGOING, NEITHER TRANSEND NOR ANYONE ASSOCIATED WITH TRANSEND REPRESENTS OR WARRANTS THAT THE APIs, THE INFORMATION THEY PROVIDE ACCESS TO, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE APIs WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVERS THAT MAKE IT AVAILABLE ARE FREE OF VIRUSES, MALWARE, OR OTHER HARMFUL COMPONENTS, OR THAT THE APIs OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE APIs WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

e. TO THE FULLEST EXTENT PROVIDED BY LAW, TRANSEND HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

f. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

8. **Liability.** UNDER NO CIRCUMSTANCES SHALL TRANSEND OR ITS AFFILIATES OR LICENSORS BE LIABLE FOR ANY DIRECT OR INDIRECT LOSSES OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF OR INABILITY TO USE THE APIs, INCLUDING WITHOUT LIMITATION FOR ANY LOST PROFITS, LOST SALES OR BUSINESS, LOST DATA, BUSINESS INTERRUPTION, LOSS OF GOODWILL, OR FOR ANY OTHER TYPE OF INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL, OR PUNITIVE LOSS OR DAMAGES, REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN SUCH DAMAGES. THIS IS A COMPREHENSIVE LIMITATION OF LIABILITY THAT APPLIES TO ALL LOSSES OF ANY KIND. THE ALLOCATION OF RISK SET FORTH IN THESE TERMS IS AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN YOU AND TRANSEND. YOU AGREE THAT YOU MAY ONLY COMMENCE A CAUSE OF ACTION RELATED TO THESE TERMS AND/OR THE APIs WITHIN ONE (1) YEAR OF SUCH ACTION ACCRUING, AND ANY ATTEMPT TO BRING SUCH AN ACTION AFTER SUCH ONE (1) YEAR PERIOD IS BARRED. Some jurisdictions do not permit limitations of liability and in those jurisdictions some of the foregoing limitations may not apply to you. The limitations in these Terms shall apply to the fullest extent permitted by law.

9. **Indemnification.** You agree to indemnify Transend, its affiliates and licensors, and their respective directors, officers, employees, agents, representatives, successors, and assigns from and against any and all losses, including but not limited to any injuries, losses, or damages (compensatory, direct, incidental, consequential or otherwise) of any kind arising in connection with or as a result of or relating to your violation of These Terms, your use of the APIs, including, but not limited to, any use of Transend content, services, and products, or your use of any information obtained from the APIs.

10. **Term and Termination.** These Terms shall commence upon the issuance of an API key to you and will remain in effect until terminated pursuant to this Section 10 (the "Term"). Either party may terminate these Terms at any time for any reason, or for no reason, including but not limited to, if you violate any provision of these Terms. Any termination of these Terms shall also terminate the licenses granted to you hereunder. Upon termination of these Terms for any reason, your API key and access to the APIs shall be automatically and simultaneously terminated.

11. **Arbitration**

a. You and Transend each agree to first contact each other with any disputes and provide a written description of the problem, all relevant documents or information and the proposed resolution. You agree to contact us with disputes by contacting us at 30305 Solon Road, Cleveland, Ohio 44139. We will contact you based on the contact information you have provided us.

b. If you and Transend cannot resolve any dispute after 30 days, the party seeking to pursue a claim will submit the claim to arbitration consistent with this section. The parties understand that they would have had a right or opportunity to litigate disputes through a court and to have a judge or jury decide their case, but they choose to have any disputes resolved through arbitration.

c. Any claim or dispute between you and Transend, and any claim by either against any agent, employee, successor, or assign of the other, including third parties, whether related to these Terms or otherwise, including past, present, and future claims and disputes, and including any dispute as to the validity or applicability of this arbitration clause, shall be resolved by binding arbitration administered by the JAMS under its rules and procedures in effect when the claim is filed. The rules and procedures and other information, including information on fees, may be obtained from JAMS' website ([www.jamsadr.com](http://www.jamsadr.com)) or by calling JAMS at 949-224-1810.

d. Either You or Transend may bring applicable claims in small claims court. Also, you and Transend each agree that any arbitration will be solely between you and us, not as part of a classwide claim. If any court or arbitrator determines that this classwide restriction is unconscionable or unenforceable, then our agreement to arbitrate does not apply and the classwide dispute must be brought in court.

e. Transend may pursue equitable relief in a court in connection with the APIs without any obligation to pursue the claims in arbitration.

f. Nothing in this Section 11 will limit Transend's ability to seek equitable relief in any court of competent jurisdiction.

12. **Class Action Waiver.** TO THE FULLEST EXTENT ALLOWED BY LAW, YOU AND TRANSEND EACH WAIVE ANY RIGHT TO PURSUE A DISPUTE ON A CLASSWIDE BASIS, INCLUDING BY JOINING A CLAIM WITH THE CLAIM OF ANY OTHER PERSON OR ENTITY

OR TO ASSERT A CLAIM IN A REPRESENTATIVE CAPACITY ON BEHALF OF ANYONE ELSE IN ANY LAWSUIT, ARBITRATION OR PROCEEDING.

13. **Jury Trial Waiver.** TO THE EXTENT ALLOWED BY LAW, YOU AND TRANSEND EACH WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY LAWSUIT, ARBITRATION OR OTHER PROCEEDING.

14. **Governing Law; Venue.** These Terms and the use of the APIs will be governed by Ohio law without regard for its conflict of laws principles. For any claims not subject to the arbitration provisions of these Terms, all claims arising out of relating to these Terms or the APIs must be litigated in the state or federal courts located in Cincinnati, Ohio and you and Transend consent to the personal jurisdiction of such courts.

15. **No Third-Party Beneficiaries.** These Terms do not create any third-party beneficiary rights.

16. **Complete Agreement.** These Terms constitute the entire and exclusive agreement between you and Transend with respect to the APIs, and supersede and replace any other agreements, terms and conditions applicable to the APIs. The headers for these Terms are for convenience only and will not affect the interpretation of these Terms. If a provision of these Terms is found unenforceable the remaining provisions will remain in full force and effect, and an enforceable term will be substituted reflecting our intent as closely as possible.

17. **Assignment.** Transend may assign any of its rights under these Terms to an affiliate or to any successor in interest to the business of Transend. You may not assign your rights under these Terms and any such purported assignment is void.

18. **Waiver of Terms.** The failure of Transend to enforce these Terms for any period of time does not constitute a waiver of its right to enforce these Terms.

19. **Severability.** If any provision of these Terms is held by a court of other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of these Terms will continue in full force and effect.