

This Agreement (“Agreement”) is entered into by and between OEConnection LLC, and on behalf of its subsidiaries as applicable (“OEC”) and you, the user (the “Shop” or “you”) that has agreed to the terms and conditions set forth herein. OEC reserves the right to modify this Agreement, from time to time upon notice to you.

1. **Acceptance.** By indicating “Accept”, you agree (i) that your Shop will be enrolled in TraxCollision (as may be rebranded from time to time) and any other OEC product or service you may select (collectively, the “Products”), and (ii) to the terms of this Agreement. You further represent and warrant to OEC that: if you are agreeing to these terms in your own capacity you are personally liable for compliance with this Agreement; and if you are acting on behalf of an entity, then you possess the legal authority to create a binding legal obligation on your own behalf or on behalf of the entity on whose behalf you are acting, as applicable, agree to be bound by this Agreement and, you have reached the age of majority in your jurisdiction of residence.

2. **Incentive Program and Fees.** OEC supports equipment manufacturer incentive programs (the “Incentive Programs”). By agreeing to these terms and participating in one or more Incentive Programs, you will be eligible to receive incentive payments calculated based on orders made through TraxCollision in accordance with the specific Incentive Program offered by each respective equipment manufacturer. OEC partners with a third-party payments processor to facilitate the payment of your incentives. You must complete the required set-up steps with the applicable payments processor in order to receive your incentive payments.

3. **Payments.** Incentives will be paid to you by the applicable equipment manufacturer monthly based on the previous month’s parts orders. Each applicable equipment manufacturer is solely responsible for the payment of incentives earned by you and administered through the applicable third-party payments processor. OEC will provide you with advance notice with respect to the specific payment process, which may be updated from time to time.

4. **Term and Termination.** The term of this Agreement will extend for a period of 36-months from the acceptance date (the “Term”). The Term will automatically renew unless you provide notice to OEC of your intent not to renew no less than 30 days prior to the expiration of your then current Term. OEC may terminate this Agreement and any applicable addendum upon 30 days’ notice for any or for no reason at all. In the event enrollment in the Incentive Program is terminated or expires, (i) any balance owed to you will be remitted to you via ACH to the account you set up with the payments processor, and (ii) any balance owed to OEC will either be offset against any separate amount owed by OEC to you, or added onto any other fee or amount you owe to OEC.

5. **Data Collection.** OEC may collect, store and use your repair order detail including without limitation, providing such data to equipment manufacturers and third-party payment processors for the purpose of processing your incentive rebate.

6. **Third-Party Content.** You will receive links to or otherwise use the websites, services, media, data, information and/or other content of third parties (“Third-Party Content Provider”). Third-Party Content is not controlled or created by us, and the ability for you to use Third-Party Content does not imply that we endorse such Third-Party Content.

7. **LIMITATION OF LIABILITY.** IN ADDITION TO ANY OF THE LIMITATIONS OF THE REMEDIES DESCRIBED IN THIS AGREEMENT AS PERMITTED BY LAW, OEC’S ENTIRE LIABILITY TO YOU FOR ANY CLAIM WHATSOEVER, REGARDLESS OF FORM, SHALL BE LIMITED TO ACTUAL DAMAGES, NOT TO EXCEED THE AMOUNT PAID IN THE IMMEDIATELY

PRECEDING TWELVE (12) MONTHS TO OEC BY THE SHOP. IN NO EVENT WILL OEC BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY OTHER DAMAGES WHATSOEVER ARISING FROM THIS AGREEMENT INCLUDING FAILURE TO RECEIVE INCENTIVE FEES.

8. **Governing Law.** This Agreement shall be governed by the laws of the state of Ohio without regard to conflicts of law provisions. You hereby submit to personal jurisdiction and venue in Cleveland, Ohio.