

END-USER LICENSE AGREEMENT

THIS IS A LEGAL AND BINDING AGREEMENT BETWEEN YOU, THE END-USER, AND PARTSITES, LLC, ("Partsites") MOTOR INFORMATION SYSTEMS AND HEARST BUSINESS MEDIA, INC. ("Motor") (collectively, Partsites and Motor shall be referred to as the "LICENSOR.") BY USING THIS WEBSITE AND/OR ACCESSING ANY OF THE DATABASES VIA THIS WEB SITE, YOU AGREE TO ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE THE WEBSITE AND DO NOT ACCESS OR USE THE DATABASES HEREIN.

1. LICENSE GRANT. Licensor hereby grants to you a nontransferable, non-exclusive, limited license to access and use the Licensor Databases (the "DATABASES"), including any updates provided by Licensor on a vehicle-by-vehicle look-up basis, for application reference only, in accordance with the terms and conditions of this Agreement.

2. USER RESTRICTIONS. The Databases may only be used at locations operated by the End-User, but may not be used at any other site nor made accessible from any other site via a computer network other than sites and networks operated by the End-User. You agree that You shall not, and shall not permit others, including but not limited to third parties, to directly or indirectly (i) alter or copy in any form or medium all or any part of the Databases, nor make such data part of any electronic retrieval system; (ii) create any derivative work from, or adaptation of, the Databases; (iii) lease, license, sell, or otherwise publish, communicate, distribute or display to third parties in any form or medium all or any part of the Databases, (iv) create any publications, in electronic, printed or other format, based in whole or in part on data from the Databases, alone or in combination with any other data; (v) download the Databases or transmit the Databases electronically by any means; (vi) use the Databases on multiple computers or at multiple locations unless such computers and locations are operated by the End-User; (vii) remove any product identification, copyright, trademark or other notice from the Databases or the Documentation; (viii) use any graphics contained in the Databases other than as specifically granted in Section 1 above; or (ix) reverse engineer, reverse assemble, or reverse compile the Databases; (x) Licensor in its sole judgment shall be entitled to discontinue providing any proprietary data from the Databases in the event it is, for any reason, not available or in the event any original equipment manufacturer imposes commercially unreasonable fees or restrictions on use of such data.

3. OWNERSHIP; CONFIDENTIALITY. You agree that the data contained in the Databases contains confidential information, and that Licensor owns all rights in the Databases and the data contained therein, including without limitation all copyright and other proprietary rights. You agree to keep confidential and use your best efforts to prevent and protect the Databases from unauthorized disclosure or use. You agree that the confidentiality obligations shall survive for a period of one year after termination of this Agreement.

4. DATA PROTECTION. Licensor and their designated third party providers and affiliates shall comply with all applicable laws, rules and regulations, whether federal, state or other jurisdiction in relation to its handling, processing, storage and use of End-User's data and/or End-User's customers' personal data entered into, collected, received or stored via the Services and, in particular, shall take all

appropriate technical, organizational and security measures to prevent unauthorized access, loss and use of such personal data.

5. COMMUNICATIONS. Licensor and their third party providers and affiliates shall comply with all statutes and regulations that apply to consumer communications, including, but not limited to, the Telephone Consumer Protection Act (“TCPA”), the FTC Act, the Telemarketing Sales Rule and Do Not Call List, Children’s Online Privacy Protections Act (COPPA), and CAN-SPAM in the United States.

6. DISCLAIMER OF WARRANTIES, LIABILITY. EXCEPT AS OTHERWISE PROVIDED FOR HEREIN, LICENSOR FURNISHES THE DATABASES ON AN “AS IS” BASIS AND WITHOUT ANY WARRANTY. LICENSOR DOES NOT WARRANT THAT USE OF THE DATABASES WILL BE UNINTERRUPTED OR ERROR FREE, OR WILL MEET YOUR REQUIREMENTS. LICENSOR SPECIFICALLY EXCLUDES AND DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND YOU HEREBY EXPRESSLY WAIVE ANY AND ALL SUCH WARRANTIES. YOU ASSUME THE ENTIRE RISK AS TO RESULTS AND PERFORMANCE OF THE DATABASES. UNDER NO CIRCUMSTANCES SHALL MOTOR or Partswebsite.com BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE WHATSOEVER, ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE DATABASES. SUCH LIMITATION ON DAMAGES INCLUDES, BUT IS NOT LIMITED TO, LOST GOODWILL, LOST PROFITS, LOSS OF DATA, WORK STOPPAGE OR IMPAIRMENT OF OTHER GOODS, REGARDLESS OF THE LEGAL THEORY ON WHICH THE CLAIM IS BROUGHT, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR IF SUCH DAMAGE COULD HAVE BEEN REASONABLY FORESEEN.

7. TERM; TERMINATION. This Agreement is effective for the period of time set forth in your Services Agreement with Partsites hosting the DATABASES. Licensor may terminate this Agreement if you do not comply with any term or condition of this Agreement. Should this Agreement terminate, you agree to destroy any data previously obtained from the DATABASES.

8. MISCELLANEOUS.

a) This Agreement is the complete and exclusive statement between you, and the Licensor relating to the subject matter hereof and supersedes all prior oral, written and/or contemporaneous negotiations, commitments and understandings of the parties.

(b) This Agreement shall be governed by the laws of the State of Florida without giving effect to any principles of conflicts of law. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

(c) No delay or failure by Licensor to exercise or enforce at any time any right or provision hereof shall be considered a waiver thereof or of Licensor's right thereafter to exercise or enforce each and every right and provision of this Agreement.

(d) If any provision hereof shall be held illegal, invalid or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it legal, valid and enforceable, and the legality, validity and enforceability of all other provisions of this Agreement shall not be affected thereby.

(e) This Agreement may only be amended, modified, suspended or canceled by a writing signed by you and Licensor.