

Terms Of Use

IPG Direct Connect Terms of Use Agreement

YOU SHOULD CAREFULLY READ THE FOLLOWING TERMS AND CONDITIONS BEFORE USING THE IPG SHOP PORTAL AND ITS SITES AND SERVICES. BY CLICKING THE ACCEPTANCE BUTTON, YOU ARE CONSENTING TO BE BOUND BY AND ARE BECOMING A PARTY TO THIS AGREEMENT.

This Terms of Use Agreement (the "Agreement") sets forth the terms and conditions of your use of IPG Direct Connect website, webpages, web portal and its supplier platforms accessed thereby or through, and the data, services and products identified therein, which may include IPG Auto, IPG RebatesPlace™, IPG Direct Connect™, IPG Mobile APP, and IPG Rewards (collectively the "Sites and Services"). For the purposes of this Agreement, "you" means you, the end user, and/or provider of Content (as hereinafter defined), and "**INSTALLED PARTS GROUP**" means INSTALLED PARTS GROUP and its subsidiaries and affiliates.

The Sites and Services are comprised of various webpages and applications operated by INSTALLED PARTS GROUP (hereinafter sometimes "IPG"), including other subsidiaries and affiliates that are contracted directly or indirectly with INSTALLED PARTS GROUP for purposes of management, building of all sites and platforms, management, building of the data warehouse, and storage and security of all data.

The Sites and Services are offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein. Your use of the Sites and Services constitutes your agreement to all such terms, conditions, and notices.

The terms and conditions in this Agreement are subject to change by INSTALLED PARTS GROUP without prior written notice at any time, in its sole discretion. The latest version of this Agreement will be posted on the Sites and Services, and you should review this Agreement before using or purchasing any products or services that are available through the Sites and Services. Your continued use of the Sites and Services after a posted change of this Agreement will constitute your acceptance of and agreement to such changes.

USAGE DISCLAIMER

By using the Sites and Services and/or authorizing INSTALLED PARTS GROUP to include your Content (as hereinafter defined) on the Sites and Services, you expressly agree that use of the Sites and Services is at your sole risk. The Sites and Services are provided on an "AS IS" and on an "AS AVAILABLE" basis. Neither INSTALLED PARTS GROUP nor any

of the Sponsor Partners, Supply Partners, Manufacturer Partners, or Shop Members, warrant (i) that use of the Sites and Services will be uninterrupted or error-free, or (ii) the accuracy, integrity or completeness of the Content provided on the Sites and Services. INSTALLED PARTS GROUP does not warrant the quality of the data, products or services marketed for sale on the Sites and Services. INSTALLED PARTS GROUP does not warrant the quality of the data, products or services marketed for reward point redemption on the Sites and Services. You hereby agree that IPG Auto, IPG RebatesPlace™, IPG Direct Connect™, IPG Mobile APP, IPG Rewards, any of the Sponsor Partners, Supply Partners, Manufacturer Partners, Shop Members, Supplier Platforms, subsidiaries, affiliates and INSTALLED PARTS GROUP are not responsible for your inability to use the sites, including but not limited to reliance by you on any information obtained from the sites that results in mistakes, omissions, interruptions, deletion or corruption of files, viruses, delays in operation or transmission, or any failure of performance. User hereby acknowledges that this paragraph shall apply to all Content, merchandise, services, and data available through the Sites and Services. If you have issues with your purchase, please contact the individual supply partner directly. Under no circumstances is IPG Auto, IPG RebatesPlace™, IPG Direct Connect™, IPG Mobile APP, IPG Rewards, any of the Supplier Platforms, subsidiaries, affiliates and INSTALLED PARTS GROUP be responsible or liable for product quality, fit, function, or resolution of disputes between your company and the product/service Supply Partners marketed through these sites. Under no circumstances shall INSTALLED PARTS GROUP it's representatives, or technology providers be liable for any direct, indirect, incidental, special or consequential damages that result from your use of or inability to use the Sites and Services.

If you are dissatisfied with IPG Auto, IPG RebatesPlace™, IPG Direct Connect™, IPG Mobile APP, IPG Rewards, any of the Sponsor Partners, Supply Partners, Manufacturer Partners, Shop Members, and Supplier Platform, INSTALLED PARTS GROUP or any of the sites, services, platforms, terms of use, privacy statement, or ordering policy, you agree that your sole and exclusive remedy is to discontinue use of IPG Auto, IPG RebatesPlace™, IPG Direct Connect™, IPG Mobile APP, websites, web portals and/or platforms.

USAGE TERMS

Under no circumstances will INSTALLED PARTS GROUP and any of the employees, directors, officers, owners, agents, vendors, subsidiaries, affiliates, Sponsor Partners, Supply Partners, Manufacturer Partners, Shop Members, or Supplier Platforms be liable for any direct or indirect losses or damages arising out of or in connection with the use or inability to use the Sites and Services, including but not limited to reliance by you on

any information obtained from the Sites and Services that results in mistakes, omissions, interruptions, deletion or corruption of files, viruses, delays in operation or transmission, or any failure of performance. IPG Member Shops agree to the usage terms and conditions set forth below, including the following:

- INSTALLED PARTS GROUP has the right to cancel any part or all the Sites and Services at any time for any reason.
- All sales/purchase data, rebate data and reward point data that is provided by INSTALLED PARTS GROUP from approved Sponsor Partners, Supply Partners, or Manufacturer Partners, INSTALLED PARTS GROUP is not liable for the accuracy of the data.
- All rebates are paid, and reward points are awarded based on the data provided by approved Sponsor Partners, Supply Partners, or Manufacturer Partners.

USAGE RESTRICTIONS

The Sites and Services are for the exclusive use of IPG's Sponsor Partners, Supply Partners, Manufacturer Partners, and Shop Member companies and their employees of 18 years of age or older.

You are responsible for all activity that occurs under your Account, including any activity by unauthorized users. You may not allow others to use your Account or share your Account with others except as otherwise provided herein. You agree to notify INSTALLED PARTS GROUP immediately if you suspect any unauthorized use of your Account, access to your password, or any other breach of security. In the event your Account is for any reason shared with or used by anyone other than you, you shall be responsible for informing any such user of these Terms and ensuring compliance with the same. You are solely responsible for all use of your Account and although INSTALLED PARTS GROUP will not be liable for your losses caused by any unauthorized use of your Account or use by anyone other than you, you may be liable for the losses of INSTALLED PARTS GROUP, or others due to such uses.

USE OF DATA

Under NO Circumstance is the Sponsor Partners', Supply Partners', or Manufacturer Partners' data to be used in any way to harm any of INSTALLED PARTS GROUP's Sponsor Partners, Supply Partners, Manufacturer Partners, and/or Shop Members. The data is not to be shared between Sponsor Partners, Supply Partners, Manufacturer Partners, and or Shop Members without approval from INSTALLED PARTS GROUP in writing. Materials or reports downloaded is not to be shared between Sponsor Partners,

Supply Partners, Manufacturer Partners, and or Shop Members without approval from INSTALLED PARTS GROUP in writing. You are responsible for adhering to such limitations if you are consulting with an ATD or IPG employee that is working to improve your company's performance by using IPG Auto, IPG Direct Connect™, IPG Mobile APP, IPG Rewards, or any of the Sites and Services.

USAGE TERMINATION

INSTALLED PARTS GROUP and IPG Auto, IPG RebatesPlace™, IPG Direct Connect™, IPG Mobile APP, IPG Rewards, may, in its sole discretion, terminate your account or your use of the Sites and Services at any time. You are personally liable for any orders that you place or charges that you incur prior to termination. INSTALLED PARTS GROUP and IPG Auto, IPG RebatesPlace™, IPG Direct Connect™, IPG Mobile APP, IPG Rewards, reserves the right to change, suspend, or discontinue all or any aspects of the Sites and Services at any time without prior notice.

AGENT FOR COLLECTION DISCLAIMER

INSTALLED PARTS GROUP, its subsidiaries, and affiliates serve as an agent for collection of rebate monies and reward point monies earned through qualified purchases from Supply Partners or Manufacturer Partners for goods and services marketed to Shop Members and in some cases through the Sites and Services. INSTALLED PARTS GROUP, its subsidiaries, and affiliates will make its best efforts to collect monies owed to participating Shop Members on qualified purchases (see each Supply Partners program profile for specific purchase qualification requirements), and to disburse these monies to you and/or deposit reward points on a quarterly basis. INSTALLED PARTS GROUP, its subsidiaries and affiliates does not guarantee and shall not be liable for any rebate monies, reward points or other monetary incentives which have not been paid to INSTALLED PARTS GROUP, its subsidiaries and or affiliates by the Sponsor Partners, Supply Partners, or Manufacturer Partners, or third-party programs broker.

By using the Sites and Services, you expressly agree that INSTALLED PARTS GROUP, its subsidiaries and affiliates shall not be liable for failure to collect rebate monies, fees, reward point monies, or other incentives owed by Supply Partners or Manufacturer Partners to your company.

SUPPLY PARTNER PROGRAM ERRORS, OMMISIONS, UPDATES DISCLAIMER

INSTALLED PARTS GROUP, its subsidiaries, and affiliates, IPG Auto, IPG RebatesPlace™, IPG Direct Connect™, IPG Mobile APP, IPG Rewards, cannot be held responsible for errors, omissions, modifications, or updates to supply partner programs and

promotions. However, INSTALLED PARTS GROUP its subsidiaries and affiliates, IPG Auto, IPG RebatesPlace™, IPG Direct Connect™, IPG Mobile APP, IPG Rewards will make use reasonable commercial efforts to keep supply partner programs up-to-date and to display rebate and reward point program information as accurately as possible.

REBATE EXCLUSIONS & FORFEITURE

It is the shop member's **SOLE RESPONSIBILITY** to fully read the INSTALLED PARTS GROUP Supply Partners program detail profile for each Supply Partner, prior to placing an order directly or indirectly through the Sites and Services. The PROGRAMS webpage describes in the detail the rebate incentive program offered, terms & conditions, and any exclusions to earning a rebate, reward points, or other incentive on your order. For example, failure to pay an invoice within payment terms (for certain Supply Partners) may result in forfeiture of your rebate and reward points amounts earned for the reporting period.

NOTE: Certain Supply Partners, or Manufacturer Partners may exclude specific product or service categories entirely from earning a rebate or reward points. (i.e., no rebates or reward points earned on freon products).

Remember to read the Supply Partners and Manufacturer Partners PROGRAM details very carefully before ordering and take special note of promotional expiration dates, when applicable.

DATA DISCREPANCIES

If you are not satisfied or disagree with your rebate totals or reward point totals, please contact INSTALLED PARTS GROUP directly. Under no circumstances is INSTALLED PARTS GROUP, its subsidiaries, and affiliates, IPG Auto, IPG RebatesPlace™, IPG Direct Connect™, IPG Mobile APP, IPG Rewards, responsible or liable for product quality, fit, function, or resolution of disputes between your company and the supply partner.

APPLICABLE TAXES

Buyer is solely responsible for paying all applicable federal, state, or local taxes on rebate monies reward point redemptions and other incentives earned through the INSTALLED PARTS GROUP website and IPG Auto, IPG RebatesPlace™, IPG Direct Connect™, IPG Mobile APP, IPG Rewards, website on any rebates received from INSTALLED PARTS GROUP.

ORDER RELATED INQUIRIES

By using the INSTALLED PARTS GROUP, and or IPG Auto, IPG RebatesPlace™, IPG Direct Connect™, IPG Mobile APP, IPG Rewards, website you agree that all Supply Partner issues related to but not limited to product inquiries, orders, delivery, and all billing questions should be addressed directly to the Supply Partner.

CONFIDENTIAL INFORMATION

The INSTALLED PARTS GROUP Sites and Services, including IPG Auto, IPG RebatesPlace™, IPG Direct Connect™, IPG Mobile APP, IPG Rewards, website, are for the exclusive use by Sponsor Partners, Supply Partners, Manufacturer Partners, and Shop Member companies and are not available to the public. All product pricing, rebate details, reward points details, ipgdirectconnect.com Terms of User, ipgauto.com Terms of Use, and ipgrewards.com Terms and Conditions are considered proprietary information and shall not be disclosed outside of your company for any reason whatsoever. INSTALLED PARTS GROUP may, in its sole discretion, terminate your account if it is found that you individually or your company has shared INSTALLED PARTS GROUP Sites and Services, and or Supply Partner program confidential information with an outside party.

LINKS TO THIRD PARTY SITES

The INSTALLED PARTS GROUP. IPG Auto, IPG RebatesPlace™, IPG Direct Connect™, IPG Mobile APP, IPG Rewards, Sites and Services may contain links to other websites and web portals ("Linked Sites"). The Linked Sites are not under the control of INSTALLED PARTS GROUP and INSTALLED PARTS GROUP is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. INSTALLED PARTS GROUP is not responsible for webcasting, or any other form of transmission received from any Linked Site. INSTALLED PARTS GROUP is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by INSTALLED PARTS GROUP of the site or any association with its operators.

NO UNLAWFUL OR PROHIBITED USE

As a condition of your use of the INSTALLED PARTS GROUP, IPG Auto, IPG RebatesPlace™, IPG Direct Connect™, IPG Mobile APP, IPG Rewards, Sites and Services, you warrant to INSTALLED PARTS GROUP that you will not use the INSTALLED PARTS GROUP, IPG Auto, IPG RebatesPlace™, IPG Direct Connect™, IPG Mobile APP, IPG Rewards, Sites and Services for any purpose that is unlawful or prohibited by these

terms, conditions, and notices. You may not use the INSTALLED PARTS GROUP, IPG Auto, IPG RebatesPlace™, IPG Direct Connect™, IPG Mobile APP, IPG Rewards, Sites and Services in any manner which could damage, disable, overburden, or impair the INSTALLED PARTS GROUP, IPG Auto, IPG RebatesPlace™, IPG Direct Connect™, IPG Mobile APP, IPG Rewards, Sites and Services or interfere with any other party's use and enjoyment of the INSTALLED PARTS GROUP, IPG Auto, IPG RebatesPlace™, IPG Direct Connect™, IPG Mobile APP, IPG Rewards, Sites and Services. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the INSTALLED PARTS GROUP, IPG Auto, IPG RebatesPlace™, IPG Direct Connect™, IPG Mobile APP, IPG Rewards, Sites and Services.

LIABILITY DISCLAIMER

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE INSTALLED PARTS GROUP WEBSITES, WEB PORTALS, SITES AND SERVICES MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. INSTALLED PARTS GROUP AND/OR ITS SUBSIDIARIES AND AFFILIATES MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE INSTALLED PARTS GROUP WEBSITE, WEB PORTALS, SITES AND SERVICES AT ANY TIME. ADVICE RECEIVED VIA THE INSTALLED PARTS GROUP WEBSITE, WEB PORTALS, SITES AND SERVICES SHOULD NOT BE RELIED UPON FOR PERSONAL, MEDICAL, LEGAL OR FINANCIAL DECISIONS, AND YOU SHOULD CONSULT AN APPROPRIATE PROFESSIONAL FOR SPECIFIC ADVICE TAILORED TO YOUR SITUATION.

INSTALLED PARTS GROUP AND/OR ITS SUBSIDIARIES AND AFFILIATES MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED ON THE INSTALLED PARTS GROUP, WEBSITE, WEB PORTALS, SITES AND SERVICES FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT EXPRESS OR IMPLIED WARRANTY OR CONDITION OF ANY KIND. INSTALLED PARTS GROUP AND/OR ITS SUBSIDIARIES AND AFFILIATES HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ANY WARRANTIES OTHERWISE IMPLIED BY A COURSE OF DEALING, PERFORMANCE, OR USAGE OF TRADE, ARE HEREBY DISCLAIMED AND EXCLUDED TO THE FULLEST EXTENT NOT PROHIBITED BY APPLICABLE LAW.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL INSTALLED PARTS GROUP AND/OR ITS SUBSIDIARIES AND AFFILIATES BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE INSTALLED PARTS GROUP, WEBSITE, WEB PORTALS, SITES AND SERVICES WITH THE DELAY OR INABILITY TO USE THE INSTALLED PARTS GROUP WEBSITE, WEB PORTALS, SITES AND SERVICES OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE INSTALLED PARTS GROUP, WEBSITE, WEB PORTALS, SITES AND SERVICES , OR OTHERWISE ARISING OUT OF THE USE OF THE INSTALLED PARTS GROUP, WEBSITE, WEB PORTALS, SITES AND SERVICES , WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF INSTALLED PARTS GROUP OR ANY OF ITS SUBSIDIARIES AND AFFILIATES HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE INSTALLED PARTS GROUP WEBSITE, WEB PORTALS, SITES AND SERVICES , OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE INSTALLED PARTS GROUP, WEBSITE, WEB PORTALS, SITES AND SERVICES .

SERVICE CONTACT: customerservice@ipgauto.com

TERMINATION/ACCESS RESTRICTION

INSTALLED PARTS GROUP reserves the right, in its sole discretion, to terminate access to the INSTALLED PARTS GROUP IPG Auto, IPG RebatesPlace™, IPG Direct Connect™, IPG Mobile APP, IPG Rewards, Sites and Services and the related services or any portion thereof at any time, without notice. GENERAL To the maximum extent permitted by law, this agreement is governed by the laws of the State of Georgia, U.S.A. and you hereby consent to the exclusive jurisdiction and venue of courts in Walker County, Georgia, U.S.A. in all disputes arising out of or relating to the use of the INSTALLED PARTS GROUP IPG Auto, IPG RebatesPlace™, IPG Direct Connect™, IPG Mobile APP, IPG Rewards, Sites and Services. Use of the INSTALLED PARTS GROUP IPG Auto, IPG RebatesPlace™, IPG Direct Connect™, IPG Mobile APP, IPG Rewards, Sites and Services are unauthorized in any jurisdiction that does not give effect to all provisions of these

terms and conditions, including without limitation this paragraph. You agree that no joint venture, partnership, employment, or agency relationship exists between you and INSTALLED PARTS GROUP as a result of this agreement or use of the INSTALLED PARTS GROUP IPG Auto, IPG RebatesPlace™, IPG Direct Connect™, IPG Mobile APP, IPG Rewards, Sites and Services. INSTALLED PARTS GROUP's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of INSTALLED PARTS GROUP's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the INSTALLED PARTS GROUP IPG Auto, IPG RebatesPlace™, IPG Direct Connect™, IPG Mobile APP, IPG Rewards, Sites and Services or information provided to or gathered by INSTALLED PARTS GROUP with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect. Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and INSTALLED PARTS GROUP with respect to the INSTALLED PARTS GROUP IPG Auto, IPG RebatesPlace™, IPG Direct Connect™, IPG Mobile APP, IPG Rewards, Sites and Services and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and INSTALLED PARTS GROUP with respect to the INSTALLED PARTS GROUP IPG Auto, IPG RebatesPlace™, IPG Direct Connect™, IPG Mobile APP, IPG Rewards, Sites and Services . A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be drawn up in English.

COPYRIGHT AND TRADEMARK NOTICES

All contents of the INSTALLED PARTS GROUP IPG Auto, IPG RebatesPlace™, IPG Direct Connect™, IPG Mobile APP, IPG Rewards, Sites and Services are Copyright 2014 by INSTALLED PARTS GROUP, Inc. and/or, its subsidiaries and affiliates. All rights reserved.

TRADEMARKS

The names of actual companies and products mentioned herein may be the trademarks of their respective owners.

The example companies, organizations, products, people, and events depicted herein are fictitious. No association with any real company, organization, product, person, or event is intended or should be inferred.

Any rights not expressly granted herein are reserved.

NOTICES AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT

Pursuant to Title 17, United States Code, Section 512(c) (2), notifications of claimed copyright infringement under United States copyright law should be sent to Service Provider's Designated Agent. ALL INQUIRIES NOT RELEVANT TO THE FOLLOWING PROCEDURE WILL RECEIVE NO RESPONSE. See Notice and Procedure for Making Claims of Copyright Infringement.

LICENSE GRANT

INSTALLED PARTS GROUP hereby grants to you a limited, revocable, non-exclusive, and non-transferable license to establish an account ("Account") and use the IPG Auto, IPG RebatesPlace™, IPG Direct Connect™, IPG Mobile APP, IPG Rewards, Sites and Services and related documentation (the "Documentation"), in connection with your legitimate business purposes with your employer, according to the provisions contained herein and subject to payment of applicable fees by your employer. You are not permitted to lease, rent, distribute, or sublicense the Sites and Services or any rights therein. You may not install the IPG Auto, IPG RebatesPlace™, IPG Direct Connect™, IPG Mobile APP, IPG Rewards, Sites and Services on a network server, use IPG Auto, IPG RebatesPlace™, IPG Direct Connect™, IPG Mobile APP, IPG Rewards, Sites and Services in a time-sharing arrangement or in any other unauthorized manner. Further, no license is granted to you in the human readable code of the IPG Auto, IPG RebatesPlace™, IPG Direct Connect™, IPG Mobile APP, IPG Rewards, Sites and Services (source code). Except as provided below, this Agreement does not grant you any rights to patents, copyrights, trade secrets, trademarks, or any other rights in the IPG Auto, IPG RebatesPlace™, IPG Direct Connect™, IPG Mobile APP, IPG Rewards, Sites and Services and Documentation. This Agreement does not entitle you to receive any upgrades to or newer versions of this IPG Auto, IPG RebatesPlace™, IPG Direct Connect™, IPG Mobile APP, IPG Rewards, Sites and Services.

NO ASSIGNMENT; NO TRANSFER

You agree not to transfer or assign the IPG Auto, IPG RebatesPlace™, IPG Direct Connect™, IPG Mobile APP, IPG Rewards, Sites and Services and/or this Agreement to another party without the prior written consent of INSTALLED PARTS GROUP. If such

consent is given and you transfer or assign the IPG Auto, IPG RebatesPlace™, IPG Direct Connect™, IPG Mobile APP, IPG Rewards, Sites and Services and/or this Agreement, then you must at the same time either transfer any copies of the IPG Auto, IPG RebatesPlace™, IPG Direct Connect™, IPG Mobile APP, IPG Rewards, Sites and Services and Documentation to the same party or destroy or return to INSTALLED PARTS GROUP any such materials not transferred. Except as set forth above, you may not transfer or assign the IPG Auto, IPG RebatesPlace™, IPG Direct Connect™, IPG Mobile APP, IPG Rewards, Sites, and Services or rights under this Agreement.

NO MODIFICATION; NO REVERSE ENGINEERING

You agree not to modify, translate, reverse engineer, decompile, disassemble, or create derivative works of the IPG Auto, IPG RebatesPlace™, IPG Direct Connect™, IPG Mobile APP, IPG Rewards, Sites and Services or assist someone in performing such prohibited acts.

IMPORT/EXPORT RESTRICTIONS

You agree not to import or export the IPG Auto, IPG RebatesPlace™, IPG Direct Connect™, IPG Mobile APP, IPG Rewards, Sites and Services or any Documentation (or any copies thereof) or any IPG Auto, IPG RebatesPlace™, IPG Direct Connect™, IPG Mobile APP, IPG Rewards, Sites and Services utilizing the IPG Auto, IPG RebatesPlace™, IPG Direct Connect™, IPG Mobile APP, IPG Rewards, Sites and Services or any Documentation in violation of any applicable laws or regulations of the United States or the country to which you have imported or exported. You agree to indemnify INSTALLED PARTS GROUP from liability if you violate any such laws or regulations.

INTELLECTUAL PROPERTY USE AND OWNERSHIP

You acknowledge and agree that:

(a) The IPG Auto, IPG RebatesPlace™, IPG Direct Connect™, IPG Mobile APP, IPG Rewards, Sites and Services may contain data, logos, marks, software, graphics, photos, videos, know-how, product ideas, comments, and other material (collectively, "Content") that are protected by copyrights, patents, trademarks, trade secrets or other proprietary rights, and that these rights are valid and protected in all forms, media and technologies existing now or hereafter developed. All INSTALLED PARTS GROUP-generated Content and Content developed for INSTALLED PARTS GROUP by its partners and licensors is copyrighted individually and/or as a collective work under the U.S. copyright laws;

further, INSTALLED PARTS GROUP owns a copyright in the selection, coordination, arrangement, and enhancement of all Content in the Site.

(b) Except as otherwise provided herein, INSTALLED PARTS GROUP, its successors, and assigns are and will remain the sole and exclusive owners of all intellectual property rights in and to the Content made available on the IPG Auto, IPG RebatesPlace™, IPG Direct Connect™, IPG Mobile APP, IPG Rewards, Sites and Services and any related specifications, instructions, documentation, or other materials, including, but not limited to, all related copyrights, patents, trademarks and other intellectual property rights, subject only to the limited license granted under these Terms. You do not and will not have or acquire any ownership of these intellectual property rights in or to the IPG Auto, IPG RebatesPlace™, IPG Direct Connect™, IPG Mobile APP, IPG Rewards, Sites and Services or information made available through the Site, or of any intellectual property rights relating to the Sites and Services or information therein.

(c) The INSTALLED PARTS GROUP name, logos and affiliated applications and technologies are the exclusive property of INSTALLED PARTS GROUP. All other trademarks appearing on the Services are trademarks of their respective owners. Our partners or service providers may also have additional proprietary rights in the Content which they make available through IPG Auto, IPG RebatesPlace™, IPG Direct Connect™, IPG Mobile APP, IPG Rewards, Sites and Services. The trade names, trademarks and service marks owned by us, whether registered or unregistered, may not be used in connection with any product or service that is not INSTALLED PARTS GROUP's, in any manner that is likely to cause confusion. Nothing contained on the Sites and Services should be construed as granting, by implication, estoppel or otherwise, any license or right to use any of our trade names, trademarks, or service marks without our express prior written consent. You agree to not copy, modify, transmit, create any derivative works from, make use of, or reproduce in any way any copyrighted material, trademarks, trade names, service marks, or other intellectual property or proprietary information accessible on the Sites and Services, without first obtaining the prior written consent of INSTALLED PARTS GROUP or, if such property is not owned by INSTALLED PARTS GROUP, the owner of such intellectual property or proprietary rights. You agree to not remove, obscure, or otherwise alter any proprietary notices appearing on any Content, including copyright, trademark, and other intellectual property notices.

(d) As between you and INSTALLED PARTS GROUP, you own all Content that you submit to the Sites and Services, whether directly or indirectly. By accepting this Agreement, you authorize INSTALLED PARTS GROUP to utilize any Content provided by you to INSTALLED PARTS GROUP and post it to the Sites and Services. Further, by posting your Content to the Sites and Services and/or by authorizing your Content to be

posted to the Sites and Services by INSTALLED PARTS GROUP and/or its affiliates, you are granting INSTALLED PARTS GROUP and its affiliates a worldwide, perpetual, irrevocable, nonexclusive, sub-licensable (through multiple tiers) royalty-free license and right to use, copy, transmit, distribute, publicly perform and display (through all media now known or hereafter created), and make derivative works from your Content for any purpose whatsoever, commercial or otherwise, without compensation to you. In addition, you waive any so-called "moral rights" or "performance rights" in your Content. You further grant all users of the Sites and Services permission to view your Content for commercial and other purposes. For each piece of Content that is posted to the Sites and Services, you represent and warrant that: (i) you have the right to submit the Content and grant the licenses set forth above; (ii) INSTALLED PARTS GROUP will not need to obtain licenses from any third party or pay royalties to any third party; (iii) the Content does not infringe any third party's rights, including intellectual property rights and privacy rights; and (iv) the Content complies with this Agreement and all applicable laws. INSTALLED PARTS GROUP has the right (but not the obligation) to monitor your Content on the Sites and Services and you hereby provide your irrevocable consent to such monitoring. You acknowledge and agree that you have no expectation of privacy concerning your submission of any Content. INSTALLED PARTS GROUP has the right, but not the obligation, in our sole discretion to edit, refuse to post, remove, disallow, block, or delete any Content. Under no circumstances will INSTALLED PARTS GROUP be liable for any of your Content.

INDEMNIFICATION

You agree to defend, indemnify, and hold harmless INSTALLED PARTS GROUP, its subsidiaries and affiliates and its Sponsors, Partners, Supply Partners, Manufacturer Partners, and Shop Members from and against liabilities, costs, damages and expenses (including settlement costs and reasonable attorneys' fees) arising from any claims from anybody that result from or relate to your use, reproduction or distribution of the IPG Auto, IPG RebatesPlace™, IPG Direct Connect™, IPG Mobile APP, IPG Rewards, Sites and Services, or your breach of any representation, warranty or obligation under this Agreement.

ACKNOWLEDGEMENT

By downloading, installing, or using any part of this IPG Auto, IPG RebatesPlace™, IPG Direct Connect™, IPG Mobile APP, IPG Rewards, Sites and Services, you indicate that you have read this Agreement, understand it, and agree to be bound by its terms and conditions.

FORCE MAJEURE

INSTALLED PARTS GROUP shall not be liable hereunder for any failure or delay in the performance of its obligations under this Agreement if such failure or delay is on account of causes beyond its control, including but not limited to labor disputes, civil commotion, war, fires, floods, inclement weather, governmental regulations or controls, casualty, government authority, strikes, or acts of God, in which event INSTALLED PARTS GROUP shall be excused from its obligations for the period of the delay and for a reasonable time thereafter.

CONFIDENTIALITY

Your use, and all data provided in the IPG Auto, IPG RebatesPlace™, IPG Direct Connect™, IPG Mobile APP, IPG Rewards, Sites and Services, is further subject to your compliance with the terms of a Non-Disclosure Agreement between your employer and INSTALLED PARTS GROUP, which agreement is hereby incorporated herein by reference, and which applies to your use of the IPG Auto, IPG RebatesPlace™, IPG Direct Connect™, IPG Mobile APP, IPG Rewards, Sites and Services. In the event your employer is not subject to such Non-Disclosure Agreement, you acknowledge that the Content on IPG Auto, IPG RebatesPlace™, IPG Direct Connect™, IPG Mobile APP, IPG Rewards, Sites and Services is proprietary and confidential, and that INSTALLED PARTS GROUP takes reasonable commercial efforts to protect it. You agree not to share any Content with any third party, to take measures to protect the Content from disclosure in a manner no less than the efforts utilized by your employer to protect its confidential information, and that you will utilize the Content solely in connection with a legitimate commercial purpose. You agree to immediately notify by INSTALLED PARTS GROUP in the event of any threatened disclosure of such Content. You acknowledge and agree that IPG shall be entitled to injunctive relief to prevent any such disclosure without posting security or bond. You agree to be responsible for by INSTALLED PARTS GROUP's costs, including reasonable attorneys' fees, in the event by INSTALLED PARTS GROUP institutes legal action based on your breach or threatened breach of any of the terms of this Agreement.

ENTIRE AGREEMENT; MODIFICATION

You further agree that this Agreement is the complete and exclusive statement of the agreement between you and INSTALLED PARTS GROUP which supersedes all proposals or prior agreements, oral or written, and all other communications between you and INSTALLED PARTS GROUP relating to the subject matter of this Agreement. INSTALLED PARTS GROUP reserves the right to change the terms, conditions, and notices under which the INSTALLED PARTS GROUP Sites and Services are offered, including but not

limited to the charges associated with the use of the INSTALLED PARTS GROUP Sites and Services at any time and without notice, and it is your responsibility to review this Agreement for any changes. Your use of the Sites and Services following any amendment of this Agreement will signify your assent to and acceptance of its revised terms.