



Automotive Body Parts Association

P.O. Box 820689, Houston, Tx., 77282-0689

Delivery Address: 2000 S. Dairy Ashford, #292, Houston, Tx. 77077
(800) 323-5832 ● (281) 531-0809 ● Fax (281) 531-9411

ABPartslink Services Agreement

ID NO. _____

ABPARTSLINK SERVICES AGREEMENT

Subscriber _____ Contact: _____

Address _____

City _____ State (Province) _____ ZipCode _____

Phone: _____ Fax: _____ e-mail: _____

SERVICES: Automotive Body Parts Association (ABPA) agrees to furnish to subscribers the data processing and information services which comprise the Partslink system for subscriber's ordinary business purposes (as defined in paragraph 2 on Page 2) for so long as this Agreement remains in effect, subject to the terms and conditions hereof.

TERM OF AGREEMENT: This Agreement shall commence within a 24 to 72 hour time period of the date it, or the online application, is signed by subscriber and shall continue indefinitely so long as subscriber meets those payment provisions as contained herein. Either party may terminate this Agreement (1) upon any material breach by the other of its obligations, (2) If the other shall commit an act of bankruptcy, or (3) Upon notice by either party without cause. Termination shall become effective within three days from date of notification. For purposes hereof, material breach shall include, without limitations, in the case of the Subscriber (a) the failure to pay any amount due and owing ABPA hereunder, or (b) any unauthorized use or disclosure of the Services including, without limitation, the Partslink Numbering System.

PRICING: The charges for the Services are Specified in the Pricing Schedule. Subscriber agrees to be responsible and pay for all Services used whether by means of its user numbers, terminals or other equipment devices. Subscribers agree to pay ABPA the monthly fee within the 1st to 3rd day of the month and by automatic credit card transfer to ABPAstlink account or shall lose entry access to the on line site for that period in which credit card is not processed, for whatever reason.

OWNERSHIP AND CONFIDENTIALITY: Subscriber acknowledges that all computer programs, databases, interchange systems and components portions thereof including, without limitations, numbering codes, denotations, indexes, interchange numbers, part type names and part type numbers and all related information and documentation used or furnished by ABPA and/or its agent in connection with the Services will at all times be and remain the property of ABPA and the ABPartslink program. Subscriber may not disclose online access code to any other person, company, entity or group which is not an integral part of Subscriber's business. Subscriber may disclose information to its employees and/or to other company locations for purposes specifically relating to Subscriber's use of the services. ABPA shall have the right to sell and distribute such statistics as may be compiled from use of ABPartslink program by Subscribers.

ADDITIONAL SERVICES: Additional services, reports and system enhancements may be included in the ABPartslink program as an integral part of Subscriber benefits, however, technical support for training of new subscriber personnel, special consulting, or for services which are not an integral part of the program, such as preparation for cataloging, will be charged to Subscriber as negotiated by the agent of ABPA, and shall be charged directly to Subscriber by such agent. Failure on the part of the Subscriber to pay such negotiated additional fees in a reasonable and responsible manner shall constitute a material breach of this Agreement and may result in loss of Subscriber benefits.

THIS AGREEMENT IS SUBJECT TO ADDITIONAL TERMS AND CONDITIONS ON THE REVERSE SIDE WHICH SUBSCRIBER ACKNOWLEDGES HAVE BEEN READ AND ARE A PART OF THIS AGREEMENT

ABPA By: _____ <small>(signature)</small> Name/Title _____ <small>(print or type)</small> Date _____	SUBSCRIBER By: _____ <small>(signature)</small> Name/Title _____ <small>(print or type)</small> Date _____
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ADDITIONAL TERMS AND CONDITIONS (Page 2)

1) **AVAILABILITY OF THE SERVICES:** ABPA will license the ABPAstlink Numbering System to Subscriber continuously for so long as this Agreement remains in effect.

2) **USE OF SERVICES:** Subscriber assumes responsibility for the consequences of any instructions it may give to ABPA and/or its agent and for providing the access password to the program. Subscriber agrees that it will use the services only for the purposes of parts purchasing, selling, inventory maintenance, inventory control, electronic communication or transmission and interchange with information service providers, suppliers, distributors, manufacturers, shippers and insurance companies ("ordinary business purposes") and will not sell, lease or otherwise provide, directly or indirectly, any of the Services or any portion thereof to any third party except as expressly authorized.

3) **COMMUNICATIONS LINES, COMPUTER AND EQUIPMENT:** Subscriber is responsible for installation of appropriate equipment to enable Subscriber to access the Services.

4) **FILE SECURITY, RETURN OF SUBSCRIBER PROPERTY:** ABPA will provide reasonable security provisions to insure that Subscriber's access codeword as well as credit card used for automatic payment is available to none other than Subscriber, or those parties which Subscriber designates.

5) **LAWS AND GOVERNMENT REGULATIONS:** Subscriber shall be responsible for compliance with all laws and governmental regulations affecting its business and for any use it may make of the Services to assist it in complying with such laws and government regulations. If after the date hereof any modifications to the Services shall be legally required, ABPA shall, except to the extent such changes may be beyond the capability of ABPA and/or its agent to implement, modify the Services appropriately. If providing any Services to Subscriber hereunder violates, or in ABPA's judgment is likely to violate, any laws or government regulations, ABPA may upon notice to Subscriber(s) immediately cease providing the affected Services to Subscriber(s).

7) **SOFTWARE.** Subscriber acknowledges that it is a licensee and/or sublicensee of ABPA of the various systems benefits and that programs, databases, related information and documentation are part of the ABPAstlink program and Subscriber may use the software and information furnished by the system as it was intended. Subscriber may make alterations, changes or modifications to the database as warranted but ABPA and/or its agent accepts no responsibility for such changes and the resultant impact on Subscriber's internal inventory control and maintenance program.

8) **WARRANTY:** (A) ABPA represents that the programs and database will be regularly maintained and updated and except as specifically provided herein, there are no other warranties, express or implied. **(B) EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THERE ARE NO WARRANTIES EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

9) **LIMITATION OF LIABILITY:**

A. ABPA's sole liability to Subscriber is to furnish the correct information on the parts database and to correct such data and/or

ABPA and its agent will endeavor to revive the system as soon as feasibly and technically possible. ABPA shall not have any liability under this Agreement for any money damages resulting from claims made by Subscribers or any third party for any and all causes as covered by 9(A) and 9(B) above. ABPA's sole liability under this Agreement for remuneration will amount only to that percentage of the monthly fee incurred by Subscriber for the number of days greater than two in which ABPAstlink system is off line and not available to Subscriber. Such damages shall be the full extent of ABPA's monetary liability under this Agreement regardless of the form in which any such legal or equitable claim or action may be asserted against ABPA and shall constitute Subscriber's sole monetary remedy.

C. ABPA shall not be liable or deemed to be in default for any delay or failure to perform under this Agreement or for interruption of the services resulting directly or indirectly from any cause beyond ABPA's reasonable control.

D. IN NO EVENT WILL ABPA BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHICH CLIENT MAY INCUR OR EXPERIENCE ON ACCOUNT OF ENTERING INTO OR RELYING ON THIS AGREEMENT, EVEN IF ABPA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10) **DEFAULT BY SUBSCRIBER:** Should Subscriber (a) default in the payment of any sum of money hereunder, (b) default in the performance of any other of its obligations under this Agreement, or (c) commit an act of bankruptcy or become the subject of any proceeding under the Bankruptcy Act, or become insolvent, then in any such event, ABPA, at its option, may upon written notice thereof (1) Terminate this Agreement, (2) Declare all amounts due to become due hereunder immediately due and payable and (3) Cease providing the Services. If a Subscriber joined as a member of ABPA and becomes in arrears in his dues to the Association, ABPA shall have the right to assess Subscriber the current monthly fee for nonmember, such sum to be paid prior to the continuation of the Services provided.

11) **GENERAL:**

A. Subscriber acknowledges that it has not been induced to enter into this Agreement by any representation or warranty not set forth in this Agreement. This Agreement constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all existing Agreements and all other oral, written or other communications between them concerning subject matter.

B. This Agreement shall not be modified in any way except by a writing signed by both parties.

C. If any provision of this Agreement (or any portion thereof) shall be held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remainder of this Agreement shall not in any way be affected or impaired thereby.

D. The headings of this Agreement are intended solely for reference and shall not affect its interpretation.

E. The individuals executing this Agreement on behalf of ABPA and Subscriber do each hereby represent and warrant that they are duly authorized by all necessary action to execute this Agreement on behalf of their respective principals.

F. All notices shall be in writing (including e-mail) and shall be sent by U.S. mail, certified at sender's discretion, to the address of record for ABPA, P.O. Box 820689, Houston, Tx., 77282-0689 and to the Subscriber's address of record as recorded by the Association.