abpa
Automotive Body Parts Association

PARTSLINK NUMBERING SYSTEM Standard Format

Note: This form is for Partslink subscriptions with data provided in the **Standard** format. If you are looking for Partslink data in the **Aftermarket Catalog Exchange Standard (ACES)** format, please use the "**ACES Format**" subscription form instead.

Part 1: Subscriber and Payment Details

Instructions: This form can be filled in electronically, or printed out and returned by fax or email. To submit the form electronically, fill in the fields below using Adobe Acrobat, save the PDF, and email it to **partslink@autobpa.com**. Otherwise, print out the form, fill in the information by hand, and either fax it to **401-262-0193**, or scan the pages and attach the file by email. Please allow 24-72 hours for processing and the faxing of a Partslink Services Agreement to the applicant company. There are 4 pages in total.

Note: A six-month minimum commitment is required for all Partslink subscriptions.

Subscriber Information

Company Name:

Principal Contact: **Title:**

Address:

City: **ZIP/Postal Code:**

State/Province: **Country:**

Phone: **Fax:**

Email:

ABPA Membership

Member of ABPA: ◯ Yes ◯ No

Member ID #: *Leave blank; To be filled in by ABPA*

Partslink Account

Username: *Customer's primary E-mail*

Password: *Customer will supply: 6-12 digits*

Pricing Schedule

Please **select ONE** option from the list below. Rates are in USD and are the same for both U.S. and Canadian members.

- ◯ ABPA Member: One location only
  $295 per month
- ◯ ABPA Member: Multiple locations
  $425 per month
- ◯ Non-Member: One location only
  $395 per month
- ◯ Non-Member: Multiple locations
  $525 per month
- ◯ Information Provider
  $625 per month
  subject to adjustment by contract

PLEASE NOTE:

A Partslink subscription comes with a single login.

Additional logins can be provided for $50 each, per month.

Payment: Credit Card

Monthly Amount: _____ *Enter the fee for the option selected above*

I hereby authorize ABPA to debit my credit card on a recurring monthly basis for the specified amount, as regular payment for the Partslink system and to exact such charges until otherwise notified.

Card Type: ◯ Visa ◯ MasterCard ◯ Amex ◯ Discover

Number: _____

Expiration: _____ *(MM/YYYY)* **CCV:** _____ *(3-digit code)*

Name on Card: _____

Signature: _____

Type your name if completing electronically

Billing Contact:

Please provide contact info for the person who manages the credit card (*name, phone number, email address*):

Payment: Check

If you pay by check, you will receive a 10% discount, but 12 months must be paid in advance. Please make all checks payable to "ABPA". Mail checks to: "***Automotive Body Parts Association, 400 Putnam Pike, Suite J #503, Smithfield, RI 02917***" and include a copy of this document. Note: You will not have access to the Partslink system until your check is received.

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Part 2: Partslink Services Agreement

Instructions: Please read the following services agreement and sign the on the last page.

1. SERVICES; PURPOSE:

a. Subject to the terms of this Agreement, the Automotive Body Parts Association and/or its affiliate, Partslink, LLC, a Texas limited liability company (collectively, "Licensor") hereby grants to Subscriber a non-exclusive, non-transferable, non-sublicensable subscription to the proprietary data processing and information services which comprise the Partslink system (the "Services") for Subscriber's Internal Business Purposes (defined below), for so long as this Agreement remains in effect.

b. "**Internal Business Purposes**" means only for the Subscriber's internal, ordinary business purposes of parts purchasing, selling, inventory maintenance, inventory control, estimating, and the like, without any transfer, sharing, or disclosure to or access by third parties outside of Subscriber's company. For the avoidance of doubt, ***this Agreement does not permit Subscriber to incorporate the Services into a platform, data feed, API, electronic communication or transmission, interchange, or any other mechanism or use that provides third parties with access to the Services or otherwise shares the Services with third parties*** (for example, Subscriber's customers, subscribers, or licensees); this use requires a separate Data License Agreement with Licensor (subject to approval by the ABPA Board of Directors in its sole discretion).

c. Prior to signing this Agreement, all Subscribers are required to complete an application and disclose certain company background information and the details of their intended use of the Services, and all subscriptions are subject to approval by the ABPA Board of Directors in its sole discretion. All the information Subscriber provides in connection with its application and subscription set-up must be correct, current, and complete. Licensor may periodically require Subscriber to provide documentation, within ten (10) days of Licensor's request, of Subscriber's application information and use of the Services to verify its compliance with the terms of this Agreement. Licensor is entitled to monitor, audit, and inspect all of Subscriber's uses and activities in connection with the Services without notice for the purpose of ensuring Subscriber's compliance with this Agreement.

d. Subscriber is responsible for making all arrangements necessary for Subscriber to have access to the Service, including internet access and the appropriate computer hardware/devices to enable the use of the Service.

2. 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 the Subscriber and shall continue indefinitely until terminated by either party as provided herein. The Subscriber's minimum commitment to this Agreement shall be six (6) months. Provided however, either party may terminate this Agreement at any time upon written notice to the other party (i) upon any material breach by the other of its obligations, or (ii) if the other shall commit an act of bankruptcy or insolvency. After the initial six (6) month term of this Agreement, either party may terminate this Agreement for convenience upon fifteen (15) days' written notice by either party. For purposes hereof, material breach shall include, without limitation, in the case of the Subscriber (i) the failure to pay any amount due and owing Licensor hereunder, (i) any unauthorized use or disclosure of the Services, or (iii) any other violation of the terms of this Agreement. Notwithstanding anything to the contrary herein, Licensor has the right to suspend any subscription if at any time Licensor believes it may have been compromised or accessed without authorization.

3. PRICING: The charges for the Services are specified in the Pricing Schedule, and all fees are non-refundable. ***Pricing is per person***. Sharing or transferring of usernames, passwords, or other credentials for use by anyone other than the paid Subscriber account holder(s) is strictly prohibited. Subscriber is responsible for the actions of anyone using its credentials, whether with or without permission. Subscriber agrees to pay Licensor the monthly fee within the 1st to 3rd day of the month and by automatic credit card transfer to Licensor account or Subscriber shall lose entry access to the Services for that period in which credit card is not processed, for whatever reason. After the initial six (6) month term of this Agreement, Pricing for the Services is subject to change at any time provided that Licensor has notified Subscriber by any reasonable means (including by posting on Licensor's website or notice to any account email address provided) at least thirty (30) days before the change goes into effect. If Subscriber does not terminate this Agreement, the new pricing will go into effect automatically for all subsequent billing. If Subscriber joined as a member of the ABPA and becomes in arrears in its dues, Licensor shall have the right to assess Subscriber the current monthly fee for a non-member, such sum to be paid prior to the continuation of the Services.

Partslink Services Agreement *(continued)*

4. USE RESTRICTIONS AND OTHER OBLIGATIONS:

a. Subscriber acknowledges that the Services constitute copyrights, patents, trade secrets, and Confidential Information (as defined below) of Licensor. As such, Subscriber must not, nor permit any other person or entity to: (i) reverse engineer, reverse assemble, or reverse compile the Service; (ii) sell, lease, transfer, share, distribute, disclose or sublicense the Services to any person or entity; (iii) copy, duplicate, modify or create derivative works of the Service; (iv) tamper with, inspect, examine, analyze, or attempt to maintain or repair the Service; (v) damage, disrupt or interfere with the Services or the Service website or any other user's access to the Service; or (vi) use the Services in a manner inconsistent with this Agreement or in any manner that violates any applicable law, rule, or regulation.

b. Upon access to and use of the Service, Subscriber will gain access to certain confidential and proprietary information and trade secrets of Licensor, all of which is deemed "**Confidential Information**" and which includes, without limitation, the Service, its look and feel, and all of its functions and features, including without limitation, all formulas, patterns, databases, compilations, programs, formats, processes, methods, techniques, and all other information displayed or made available on the Service. Confidential Information does not include information that (i) is or becomes part of the public domain other than as a result of Subscriber's disclosure in violation of this Agreement, or (ii) was in Subscriber's possession prior to disclosure of such information. Subscriber agrees to: (i) keep all Confidential Information confidential and not disclose or reveal any Confidential Information to any person or entity for any reason; and (ii) not use or copy Confidential Information for any purpose. Upon the termination of this Agreement, Subscriber agrees to destroy or delete, as applicable, all copies of any Confidential Information in Subscriber's possession or control.

5. INTELLECTUAL PROPERTY RIGHTS: Title to the Services and the Proprietary Rights embodied in the Services remains in and is the sole and exclusive property of Licensor and/or its licensors. For clarity, Subscriber's subscription to the Services does not include ownership of or other interest in the Services or the Proprietary Rights therein. "**Proprietary Rights**" means all rights in and to copyrights, rights to register copyrights, inventions, patents, patent rights, trademarks, trademark rights, trade secrets, confidential and proprietary information protected under contract or otherwise under law, and other proprietary rights or interest in intellectual property. Licensor's Proprietary Rights also include the unlimited right to use, modify, commercially exploit, and/or incorporate into the Services any suggestions, enhancement requests, recommendations, or other feedback Licensor may receive from Subscriber concerning the Service.

6. ADDITIONAL SERVICES: Additional services, reports and system enhancements may be included in the Partslink 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 with Licensor, and shall be charged directly to Subscriber. Failure on the part of the Subscriber to timely pay such negotiated additional fees shall constitute a material breach of this Agreement and may result in termination.

7. CHANGES AND UPDATES: Licensor reserves the right to alter, modify, update, upgrade, and/or replace the Services or any component or feature thereof, in Licensor's sole discretion, without notice to any user. Licensor is not liable to any user if for any reason all or any part of the Services are unavailable at any time. From time to time, Licensor may suspend or restrict access to the Services (whether for maintenance, updates, or otherwise), and/or Licensor may restrict access to some components or features to certain users.

8. 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. If after the date hereof any modifications to the Services shall be legally required, Licensor shall, except to the extent such changes may be beyond the capability of Licensor and/or its agent to implement, modify the Services appropriately. If providing any Services to Subscriber hereunder violates, or in Licensor's judgment is likely to violate, any laws or government regulations, Licensor may upon notice to Subscriber immediately cease providing the affected Services.

9. WAIVERS AND DISCLAIMERS: THE SERVICES ARE PROVIDED ON AN AS IS, WHERE IS BASIS, AND LICENSOR DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES AND THEIR QUALITY, ACCURACY, RELIABILITY, PERFORMANCE, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR COMPLIANCE WITH LAW. THERE IS NO WARRANTY THAT THE SERVICES WILL MEET SUBSCRIBER'S REQUIREMENTS OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. SUBSCRIBER ASSUMES ALL RESPONSIBILITY FOR THE SELECTION OF THE SERVICES TO ACHIEVE SUBSCRIBER'S INTENDED RESULTS, AND FOR THE USE AND RESULTS OBTAINED. LICENSOR MAKES NO WARRANTY AS TO THE CONTENT, SEQUENCE, SECURITY, OR NON-INFRINGEMENT OF ANY INFORMATION OR CONTENT CONTAINED IN OR GENERATED BY THE SERVICE. IN NO EVENT WILL LICENSOR BE LIABLE TO SUBSCRIBER OR ANY THIRD PARTY FOR ANY LOSS OF USE, LOST REVENUE OR PROFIT, LOST OR CORRUPTED DATA, OR INCIDENTAL,

Partslink Services Agreement *(continued)*

INDIRECT, SPECIAL, CONSEQUENTIAL, OR OTHER SIMILAR DAMAGES IN CONNECTION WITH OR ARISING OUT OF THE USE OF OR RELIANCE ON THE SERVICE, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. LICENSOR'S MAXIMUM LIABILITY FOR ANY CLAIMS OR LIABILITY ARISING OUT OF OR RELATED TO SUBSCRIBER'S USE OF OR SUBSCRIPTION TO THE SERVICE, REGARDLESS OF THE THEORY OF LIABILITY (INCLUDING CONTRACT OR TORT), SHALL NOT EXCEED THE TOTAL FEES ACTUALLY PAID BY SUBSCRIBER FOR THE TWO (2) MONTHS IMMEDIATELY PRECEDING THE OCCURRENCE OUT OF WHICH THE CLAIM AROSE. IF SUBSCRIBER IS DISSATISFIED WITH THE SERVICE, SUBSCRIBER'S SOLE AND EXCLUSIVE REMEDY IS TO TERMINATE THIS AGREEMENT, WITHOUT REFUND.

10. REMEDIES: Subscriber agrees that irreparable loss and damage will be suffered by Employer should Subscriber breach this Agreement. Therefore, Subscriber agrees and consents that, in addition to all the remedies provided at law or in equity, Licensor will be entitled to a temporary restraining order, temporary and permanent injunctions (without bond or proof of actual damage or proof that money damages would not afford an adequate remedy) to prevent a breach or contemplated breach of any of Subscriber's obligations and/or to pursue any other equitable relief in any court of competent jurisdiction.

11. INDEMNITY: Subscriber agrees to defend, indemnify and hold harmless Licensor, its affiliates, and their respective officers, directors, employees, agents, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to Subscriber's violation of this Agreement or Subscriber's negligence, error, willful misconduct, or any breach or non-fulfillment of any obligation to be performed by Subscriber pursuant to this Agreement or applicable laws, rules, or regulations.

12. GOVERNING LAW AND VENUE; ATTORNEYS' FEES: This Agreement and Subscriber's subscription to the Services is governed by the laws of the State of Texas, without regard to its provisions on conflicts of laws. Exclusive venue of any suit arising out of or relating to this Agreement and/or the subscription to the Services will lie in Tarrant County, Texas. If an action at law or in equity by either party is necessary to enforce the terms of this Agreement, the prevailing party will be entitled to recover from the other party its reasonable costs and attorneys' fees in addition to other relief to which it may be entitled.

13. 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 Licensor 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 to Licensor under this Agreement shall be in writing and shall be sent by U.S. mail, certified mail return receipt requested, to Licensor at 400 Putnam Pike, Suite J #503, Smithfield, RI, 02917-2442. All notices to Subscriber under this Agreement may be sent by any reasonable means (including by notice to any account email address provided).

ABPA:

Signature: _____
Type your name if completing electronically

Name: _____

Date: _____

Subscriber:

Signature: _____
Type your name if completing electronically

Name: _____

Date: _____

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Part 3: Partslink Subscriber Review Questionnaire

Instructions: Complete this questionnaire with the subscription form. It helps the ABPA understand who will use Partslink data, how the data will be handled, and whether another organization will receive or benefit from access. Answer for the applicant and its related entities; attach a separate page if needed. Write “none” or “not applicable” where appropriate.

Company and ownership

1. List any trade names, parent company, and entities under common ownership or control that will use or benefit from the subscription.

2. Identify any vehicle manufacturer, original equipment parts company, insurer, estimating platform, data broker, or other automotive data provider that owns an interest in, controls, funds, or has a contractual right to receive data from the applicant. State the relationship. If none, write “none.”

Planned use and distribution

3. Describe the specific workflow in which Partslink data will be used, the resulting product or service, and the intended users or customers. Name any platform, website, catalog, API, or data feed involved.

Partslink Subscriber Review Questionnaire *(continued)*

4. Will Partslink numbers or related data be displayed, exported, delivered, or made searchable outside the applicant's own organization? Explain what fields will be visible, to whom, and by what method.

◯ Yes ◯ No

5. Will Partslink data be combined with other datasets or used to create a cross-reference, derived database, analytics product, or trained model? Describe the inputs and resulting output.

◯ Yes ◯ No

Access and service providers

6. List each affiliate, contractor, technology vendor, hosting provider, customer, or other outside organization that will have direct or indirect access to Partslink data. For each, state its role, location, and whether it can download, retain, or copy data.

7. How many people will access Partslink directly, and how many applications, systems, or locations will receive the data? Identify the person who will administer access.

Partslink Subscriber Review Questionnaire *(continued)*

8. Will anyone access Partslink or receive its data on behalf of another entity, or use the subscription to fulfill another entity's request? Identify that entity and explain the arrangement.

◯ Yes ◯ No

Handling and changes

9. Where will Partslink data be stored, and what measures will restrict access, copying, and onward distribution? Include how access will be removed if a user or vendor leaves.

10. Do you expect the proposed use, recipients, or ownership arrangement to change during the next 12 months? Briefly describe any planned changes.

◯ Yes ◯ No ◯ Unsure

Applicant confirmation

I confirm that the answers are complete and accurate to the best of my knowledge. I understand that the ABPA may request clarification before deciding whether to approve the application. I will notify the ABPA of a material change to these answers before implementing the change. This questionnaire supplements the disclosures in the subscription application; use of Partslink remains subject to the signed Partslink Services Agreement.

Authorized Representative: **Title:**

Signature: **Date:**

Type your name if completing electronically