

WEBSITE TERMS OF USE

Last Updated: [2026-03-18]

1. ACCEPTANCE OF THESE TERMS

1.1. Purpose. These Website Terms of Use ("Terms") govern your access to and use of the websites operated by Tekion Corp and its affiliates and subsidiaries (collectively, "Tekion," "we," "us," or "our"), including tekion.com, status.tekion.com, apc.tekioncloud.com (the "APC Portal"), and any other website that links to these Terms (collectively, the "Sites"). By accessing or using the Sites in any manner, whether as a registered user, casual visitor, or through any automated means, you acknowledge that you have read, understood, and agree to be bound by these Terms and our , which is incorporated herein by reference. If you do not agree to these Terms, you must immediately cease all use of the Sites.

1.2. Modification. We may update these Terms from time to time by posting the revised version on the Sites with a new "Last Updated" date. Your continued use of the Sites after any such changes constitutes your acceptance of the revised Terms. We encourage you to review these Terms periodically.

1.3. Scope. These Terms apply to all visitors, users, and others who access the Sites, regardless of how or from where access occurs. For the avoidance of doubt, these Terms bind any person or entity, and any software, bot, agent, or automated process acting on their behalf – including any artificial intelligence agent, AI assistant, large language model, autonomous AI system, or other AI-powered tool or service – that accesses or interacts with the Sites. Any person or entity that directs, deploys, or benefits from the access of an AI agent or automated system to the Sites is the principal of that agent and is fully liable for all such access and any resulting violations of these Terms, to the same extent as if the principal had accessed the Sites directly. Access to the Sites by any AI agent or automated system that does not accurately identify itself as non-human (including through its user agent string, HTTP headers, or other technical identifiers) constitutes unauthorized access in violation of these Terms. No AI agent, automated system, or software process may accept, acknowledge, or agree to these Terms on behalf of any person or entity; a person or entity is bound by these Terms only if that person or entity has independently and knowingly agreed to them.

1.4. Separate Product Terms. Your use of Tekion's subscription products and services (including the Tekion Automotive Retail Cloud platform) is governed by a separate agreement between you (or your organization) and Tekion. Your use of the Tekion Automotive Partner Cloud, including any APIs, developer tools, documentation, or sandbox environments made available through the APC Portal, may also be subject to separate API Terms of Use, Partner Agreements, or Developer License Agreements between you (or your organization) and Tekion. In the event of a conflict between these Terms and any such separate agreement, the separate agreement shall control with respect to the subject matter of that agreement. These Terms govern your access to and general use of the Sites and apply in addition to (but do not modify, supplement, or supersede) any such separate agreement.

2. DESCRIPTION OF THE SITES

2.1. The Sites provide information about Tekion, our products and services, career opportunities, news, and other resources for current and prospective customers, partners, and members of the automotive industry.

2.2. The status.tekion.com site (the "Status Page") provides real-time and historical information about the operational status and availability of Tekion's platform and services.

2.3. The APC Portal (apc.tekioncloud.com) is Tekion's Automotive Partner Cloud, providing registered partners and developers with access to Tekion's API ecosystem, integration tools, developer documentation, and related resources. Access to the APC Portal requires a registered account and valid login credentials issued or approved by Tekion.

3. PERMITTED USE

3.1. Subject to your compliance with these Terms, Tekion grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the Sites solely for the following purposes:

- (a)** Evaluating or learning about Tekion's products and services in connection with a legitimate business purpose;
- (b)** Accessing the Status Page to monitor the operational status of Tekion services for which you or your organization are an authorized subscriber;
- (c)** Submitting inquiries through contact forms, requesting demonstrations, or downloading resources made available by Tekion for authorized distribution;
- (d)** If you are an authorized, registered user of the APC Portal, accessing and using the APC Portal and its resources (including APIs, documentation, developer tools, and sandbox environments) in accordance with these Terms, any applicable API Terms of Use, Partner Agreement, or Developer License Agreement, and any usage guidelines or policies published on the APC Portal; and
- (e)** Any other purpose expressly authorized by Tekion in writing.

3.2. This license does not include the right to collect, aggregate, copy, duplicate, display, or use any content from the Sites except as expressly permitted herein or as required to view the Sites in a standard web browser in the normal course of browsing. Any use of the Sites beyond the scope of this license, without Tekion's prior written consent, is strictly prohibited and will automatically terminate the license granted herein.

4. PROHIBITED USES – AUTOMATED ACCESS, SCRAPING, AND DATA EXTRACTION

4.1. General Prohibitions. Any AI agent, autonomous system, or automated tool that accesses or interacts with the Sites on behalf of any person or entity must clearly and accurately identify itself as an automated system in every request by using a descriptive, non-deceptive user agent string (or equivalent HTTP header) that identifies the AI agent by name and its operator by name and contact information. Failure to properly disclose AI agent status in accordance with this Section 4.1 constitutes unauthorized access to the Sites in violation of these Terms, regardless of whether the underlying user or operator otherwise holds a valid account or login credentials. Accessing or interacting with the Sites through any AI agent or automated system that disguises, misrepresents, spoofs, or fails to disclose its automated nature is strictly prohibited. You agree not to, and you agree not to authorize, permit, or enable any third party to

(a) Scraping and Automated Data Collection. Use any robot, spider, crawler, scraper, data mining tool, data gathering or extraction tool, AI agent, large language model, autonomous AI system, AI-powered tool, or any other automated means, software, or process to access, index, collect, harvest, scrape, cache, store, copy, or extract data or content from the Sites, including the Status Page and the APC Portal, whether in whole or in part. This prohibition applies regardless of the technical method used, including screen scraping, web harvesting, API calls not authorized by Tekion, parsing of HTML or other markup, extraction via headless browsers or browser automation frameworks, retrieval-augmented generation (RAG) systems, and AI browsing agents, and applies equally to disclosed and undisclosed AI agents and automated systems. Without limiting the foregoing, accessing the Sites for the purpose of populating or supplementing any AI agent's context window, knowledge base, training dataset, or real-time data retrieval pipeline is prohibited.

(b) Monitoring and Competitive Intelligence. Access, monitor, or collect information from the Sites, the Status Page, or the APC Portal for the purpose of competitive intelligence, competitive analysis, benchmarking, building or training competing products or services, populating databases or directories, or any purpose that directly or indirectly benefits a competitor of Tekion. This includes monitoring Tekion's platform availability, uptime, response times, incident patterns, or operational metrics for any competitive purpose.

(c) AI and Machine Learning. Use any content, data, or materials obtained from the Sites to develop, train, fine-tune, improve, ground, benchmark, or test any artificial intelligence model, machine learning system, large language model, or similar technology, or to populate any AI agent's context window, knowledge base, or real-time data retrieval pipeline, or for retrieval-augmented generation (RAG), without Tekion's express prior written consent. Without limiting the foregoing, you may not feed, input, or otherwise provide any Site content to any AI agent, model, or system for purposes of summarization, analysis, derivative work creation, or any other processing. You may not use any AI agent or automated system to access the Sites for the purpose of developing, benchmarking, testing, or improving any product or service that competes with any Tekion product or service. These prohibitions apply regardless of whether the AI model or system is open source or proprietary, commercial or non-commercial. Any access to the Sites in violation of this Section 4.1(c) constitutes access that exceeds authorization under applicable federal and state computer access laws, including the Computer Fraud and Abuse Act (18 U.S.C. § 1030) and the California Comprehensive Computer Data Access and Fraud Act (Cal. Penal Code § 502).

(d) Circumvention of Technical Measures. Bypass, disable, interfere with, or circumvent any security measures, access controls, rate limiting, CAPTCHA systems, bot detection mechanisms, or other technological measures employed by Tekion to protect the Sites or regulate access.

(e) Violation of Robots.txt and Access Controls. Access or use the Sites in a manner that disregards, overrides, or is inconsistent with the instructions in the robots.txt file or any other machine-readable access control mechanism published on the Sites, including any directives that specifically target or restrict AI crawlers, AI agents, or AI data collection systems (such as directives addressing GPTBot, ChatGPT-User, CCBot, anthropic-ai, Google-Extended, or any similarly designated AI user agents). All AI agents and AI-powered systems must check and honor all applicable robots.txt directives before accessing any page on the Sites; the fact that a general-purpose web crawler may be permitted under robots.txt does not authorize access by an AI agent or AI crawler if separate AI-specific restrictions are present. Failure of any AI agent to check, retrieve, and comply with the Sites' robots.txt file prior to accessing the Sites constitutes a violation of these Terms regardless of the AI agent's technical capabilities or configuration.

(f) Excessive or Disruptive Access. Access the Sites in a manner that sends more request messages to Tekion's servers in a given period of time than a human being could reasonably produce in the same period using a conventional web browser, or that otherwise imposes an unreasonable or disproportionate load on Tekion's infrastructure.

(g) Framing, Mirroring, and Republication. Frame, mirror, or otherwise incorporate any portion of the Sites into any other website, application, or service without Tekion's prior written consent. Reproduce, redistribute, republish, or make available any content from the Sites to third parties, whether in original or modified form.

(h) Reverse Engineering. Decompile, disassemble, reverse engineer, or otherwise attempt to derive the source code, underlying algorithms, data structures, or architecture of the Sites or any technology used to provide or protect the Sites.

(i) Unauthorized Account Access. Access or attempt to access the APC Portal or any other authenticated portion of the Sites using credentials that were not issued or approved by Tekion for your use, including through credential stuffing, brute force attacks, session hijacking, token manipulation, or the use of shared, borrowed, or purchased credentials. Each set of APC Portal credentials is issued to a specific individual and may not be shared with or transferred to any other person or entity. Without limiting the foregoing, you may not provide, disclose, or make available your credentials, session tokens, or authenticated sessions to any AI agent, AI assistant, autonomous AI system, or AI-powered tool or service unless Tekion has expressly authorized such access in writing. Using an AI agent or AI-powered system to access any authenticated portion of the Sites using your credentials constitutes unauthorized access that exceeds the scope of authorization granted by Tekion, regardless of whether you directed or consented to such access. Granting any AI agent access to your credentials or to an active authenticated session is deemed to exceed the scope of your authorized access under these Terms and under applicable federal and state computer access laws. Any AI agent accessing authenticated areas of the Sites must be operating under a separate, written agreement with Tekion that expressly authorizes such AI agent access; absent such agreement, any such access is unauthorized and prohibited.

(j) Exceeding Authorized Scope on Authenticated Sites. If you are a registered user of the APC Portal, access or attempt to access any data, systems, APIs, or resources beyond the scope of the permissions granted to your account, or use your authenticated access for any purpose other than those expressly authorized by your applicable agreement with Tekion and these Terms.

4.2. Site-Specific Restrictions.

(a) Status Page. Without limiting Section 4.1, the following additional restrictions apply to the Status Page: Automated polling, monitoring, or querying of the Status Page is prohibited unless conducted through an officially supported Tekion notification mechanism (such as email or RSS subscriptions offered directly on the Status Page); (ii) aggregating, redistributing, or publishing Status Page data for third-party consumption, whether through a competing status aggregation service, dashboard, reporting tool, or otherwise, is prohibited; and (iii) using Status Page data or patterns to reverse-engineer Tekion's infrastructure, architecture, capacity, or service dependencies is prohibited.

(b) APC Portal. Without limiting Section 4.1, the following additional restrictions apply to the APC Portal: You may not access, collect, copy, or extract any API documentation, specifications, schemas, sample code, technical guides, or other developer resources from the APC Portal for the purpose of building, improving, benchmarking, or informing the development of any competing product, service, or platform, or for the benefit of any competitor of Tekion; (ii) you may not use automated tools to crawl, index, or systematically download content from the APC Portal, including API documentation, endpoint specifications, or integration guides, except through official mechanisms expressly provided by Tekion (such as authorized API calls within documented rate limits); (iii) you may not redistribute, republish, or make available to any third party any content obtained from the APC Portal, including API documentation, specifications, or developer resources, without Tekion's prior written consent; and (iv) you may not use your APC Portal access to probe, map, or catalog Tekion's API surface area, endpoint structure, rate limits, authentication mechanisms, or error responses for any purpose other than building authorized integrations in accordance with your applicable agreement with Tekion.

4.3. Tekion's Enforcement Rights. Tekion reserves the right, in its sole discretion and without prior notice, to:

(a) Block, throttle, restrict, or terminate your access to the Sites, whether by IP address, account, user agent, or any other identifier;

b) Employ and modify technical measures, including rate limiting, CAPTCHA challenges, bot detection, and IP blocking, to prevent or mitigate prohibited activities; Pursue all available legal remedies, including injunctive relief and claims under the Computer Fraud and Abuse Act (18 U.S.C. § 1030), the California Comprehensive Computer Data Access and Fraud Act (Cal. Penal Code § 502), and any other applicable federal or state computer access, data protection, or intellectual property laws, against any person or entity that violates these restrictions.

Unauthorized access to the Sites by any AI agent, autonomous AI system, or AI-powered tool constitutes a violation of such laws and these Terms. Both the operator of any such AI agent and any principal who authorized, directed, or knowingly benefited from the unauthorized access may be held jointly and severally liable for all resulting damages and losses. You acknowledge that any violation of this Section 4 may cause irreparable harm to Tekion for which monetary damages would be an inadequate remedy, and you consent to Tekion's right to seek injunctive or other equitable relief without the requirement of posting a bond or proving actual damages. Tekion further reserves the right to pursue claims for disgorgement, destruction, or return of any AI training data, model weights, embeddings, indexes, or other derivative value obtained through unauthorized access to the Sites;

(d) Recover from violators any gains, profits, or other benefits derived from prohibited activities, in addition to any other damages to which Tekion may be entitled; and

(e) With respect to the APC Portal, suspend or revoke your account credentials, disable API keys, restrict access to specific resources, or terminate your participation in the Tekion partner or developer program, in each case without prior notice and without liability.

5. ADDITIONAL PROHIBITED CONDUCT

(a) Use the Sites for any purpose that is unlawful or prohibited by these Terms, or that infringes or violates the rights of any third party;

(b) Impersonate any person or entity, or falsely state or misrepresent your affiliation with a person or entity;

(c) Attempt to gain unauthorized access to any portion of the Sites, any server, computer, or database connected to the Sites, or any Tekion product or service not made available through the Sites;

(d) Transmit any viruses, worms, malware, ransomware, or other harmful code through the Sites;

(e) Interfere with or disrupt the integrity, performance, or availability of the Sites or the servers or networks used to make the Sites available;

(f) Conduct any security testing, penetration testing, vulnerability scanning, or load testing of the Sites without Tekion's prior written authorization;

(g) Use the Sites to send unsolicited commercial communications or engage in any form of spamming;

(h) Harvest, collect, or assemble information or data regarding other users or visitors to the Sites without their consent; or

(i) Assist, encourage, or enable any other party to engage in any of the foregoing activities.

6. INTELLECTUAL PROPERTY RIGHTS

6.1. Ownership. The Sites, including all content, features, functionality, design elements, text, graphics, images, logos, icons, photographs, video, audio, software, code, data compilations, page layout, underlying algorithms, and the selection and arrangement thereof (collectively, "Site Content"), are the exclusive property of Tekion or its licensors and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws. Without limiting the foregoing, all API documentation, specifications, schemas, developer guides, sample code, SDK components, and other technical materials available through the APC Portal are the proprietary and confidential information of Tekion and are protected by applicable intellectual property laws.

6.2. Trademarks. Tekion, the Tekion logo, and all related product and service names, designs, slogans, and trade dress are trademarks or registered trademarks of Tekion or its affiliates. You may not use any Tekion trademark without our prior written permission. All other trademarks, service marks, and logos appearing on the Sites are the property of their respective owners.

6.3. No Transfer of Rights. Nothing in these Terms transfers or conveys to you any right, title, or interest in or to the Sites, the Site Content, or any Tekion intellectual property. All rights not expressly granted herein are reserved by Tekion.

6.4. Copyright Infringement / DMCA. Tekion respects the intellectual property rights of others. If you believe that any content on the Sites infringes your copyright, you may submit a notification pursuant to the Digital Millennium Copyright Act (17 U.S.C. § 512) to Tekion's designated agent at: legal@tekion.com. Your notification must include:

- (i) a description of the copyrighted work you claim has been infringed;
- (ii) the URL or location of the allegedly infringing material;
- (iii) your contact information;
- (iv) a statement that you have a good faith belief the use is not authorized;
- (v) a statement, under penalty of perjury, that the information in the notification is accurate and that you are the copyright owner or authorized to act on behalf of the owner; and
- (vi) your physical or electronic signature.

7. USER CONTENT AND SUBMISSIONS

7.1. Submissions. You may have the opportunity to submit information, comments, feedback, suggestions, questions, or other content through the Sites, including through contact forms, demo request forms, or other input mechanisms ("User Submissions").

7.2. License Grant. By making any User Submission, you grant Tekion a non-exclusive, royalty-free, perpetual, irrevocable, worldwide, fully transferable, and sublicensable right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, display, and otherwise exploit such User Submission in any form, medium, or technology now known or hereafter developed, for any business purpose.

7.3. No Confidentiality. Unless you and Tekion have a separate written agreement providing otherwise (such as a mutual non-disclosure agreement), you acknowledge that any User Submission is provided on a non-confidential basis and that Tekion is free to use the ideas, concepts, know-how, or techniques contained in any User Submission for any purpose, including developing, manufacturing, and marketing products and services, without acknowledgment or compensation to you.

7.4. Feedback. To the extent you provide any suggestions, ideas, enhancement requests, recommendations, or other feedback regarding Tekion's products, services, or the Sites ("Feedback"), Tekion shall own all right, title, and interest in and to such Feedback and is free to use and incorporate it without restriction, obligation, or compensation of any kind.

7.5. Your Representations. You represent and warrant that:

- (i) you own or control all rights in and to your User Submissions;
- (ii) your User Submissions do not infringe or violate the rights of any third party; and
- (iii) your User Submissions comply with these Terms and all applicable laws.

8. THIRD-PARTY LINKS AND SERVICES

8.1. The Sites may contain links to third-party websites, services, or resources that are not owned or controlled by Tekion. Tekion has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party websites or services. A link on the Sites does not imply endorsement by Tekion. You acknowledge and agree that Tekion is not responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with your use of or reliance on any such third-party content, products, or services.

9. PRIVACY

9.1. Tekion's collection, use, and processing of personal information in connection with the Sites is described in our Privacy Policy, available at <https://tekion.com/legal/privacy/privacy-policy>. By using the Sites, you consent to the collection and use of your information as described in the Privacy Policy.

10. DISCLAIMERS

10.1. As-Is Basis. THE SITES, ALL SITE CONTENT, AND ALL INFORMATION PROVIDED ON OR THROUGH THE SITES (INCLUDING STATUS PAGE DATA, SERVICE AVAILABILITY INFORMATION, INCIDENT REPORTS, SCHEDULED MAINTENANCE NOTIFICATIONS, AND APC PORTAL RESOURCES) ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, TEKION DISCLAIMS ALL WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

10.2. No Guarantees. TEKION DOES NOT WARRANT THAT: (A) THE SITES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (B) THE RESULTS OBTAINED FROM USE OF THE SITES WILL BE ACCURATE, RELIABLE, OR COMPLETE; (C) ANY DEFECTS IN THE SITES WILL BE CORRECTED; OR (D) THE SITES OR THE SERVERS THAT MAKE THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

10.3. Status Page Disclaimer. THE INFORMATION ON THE STATUS PAGE IS PROVIDED FOR INFORMATIONAL CONVENIENCE ONLY AND MAY NOT REFLECT THE REAL-TIME STATUS OF ALL TEKION SERVICES AT ALL TIMES. TEKION MAKES NO WARRANTY THAT STATUS PAGE INFORMATION IS CURRENT, COMPLETE, OR ACCURATE. THE STATUS PAGE DOES NOT MODIFY, SUPPLEMENT, OR CREATE ANY SERVICE LEVEL COMMITMENTS OR AVAILABILITY GUARANTEES. YOUR RIGHTS REGARDING SERVICE AVAILABILITY AND UPTIME ARE GOVERNED SOLELY BY YOUR SEPARATE PRODUCT AGREEMENT WITH TEKION, IF ANY.

10.4. Informational Purposes Only. CONTENT ON THE SITES, INCLUDING PRODUCT DESCRIPTIONS, FEATURE SPECIFICATIONS, AND PERFORMANCE METRICS, IS PROVIDED FOR GENERAL INFORMATIONAL PURPOSES AND DOES NOT CONSTITUTE A BINDING OFFER, REPRESENTATION, OR WARRANTY REGARDING TEKION'S PRODUCTS OR SERVICES. ACTUAL PRODUCT CAPABILITIES, FEATURES, AND PERFORMANCE MAY VARY.

10.5. APC Portal Disclaimer. UNLESS OTHERWISE AGREED WITH TEKION IN WRITING, THE APC PORTAL AND ALL CONTENT AVAILABLE THROUGH IT, INCLUDING API DOCUMENTATION, SPECIFICATIONS, SAMPLE CODE, AND DEVELOPER RESOURCES, ARE PROVIDED FOR INFORMATIONAL AND DEVELOPMENT PURPOSES ONLY AND ON AN "AS IS" AND "AS AVAILABLE" BASIS. TEKION DOES NOT WARRANT THAT ANY API DOCUMENTATION OR SPECIFICATIONS ARE CURRENT, COMPLETE, OR ERROR-FREE, OR THAT ANY SAMPLE CODE IS PRODUCTION-READY OR SUITABLE FOR ANY PARTICULAR USE. THE APC PORTAL DOES NOT CREATE OR MODIFY ANY SERVICE LEVEL COMMITMENTS, UPTIME GUARANTEES, OR API AVAILABILITY OBLIGATIONS. YOUR RIGHTS REGARDING API ACCESS AND AVAILABILITY ARE GOVERNED SOLELY BY YOUR SEPARATE AGREEMENT WITH TEKION, IF ANY.

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11. LIMITATION OF LIABILITY

11.1. Exclusion of Damages. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL TEKION, ITS AFFILIATES, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS, OR SERVICE PROVIDERS (COLLECTIVELY, THE "TEKION PARTIES") BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING DAMAGES FOR LOSS OF PROFITS, REVENUE, GOODWILL, DATA, BUSINESS OPPORTUNITIES, OR USE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF, OR INABILITY TO USE, THE SITES, EVEN IF ANY TEKION PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11.2. Aggregate Liability Cap. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE TOTAL CUMULATIVE LIABILITY OF THE TEKION PARTIES FOR ALL CLAIMS ARISING OUT OF OR RELATED TO THESE TERMS OR YOUR USE OF THE SITES SHALL NOT EXCEED ONE HUNDRED U.S. DOLLARS (\$100.00).

11.3. Basis of the Bargain. THE LIMITATIONS AND EXCLUSIONS IN THIS SECTION APPLY REGARDLESS OF WHETHER THE REMEDY FAILS OF ITS ESSENTIAL PURPOSE AND TO THE FULLEST EXTENT PERMITTED BY LAW. YOU ACKNOWLEDGE THAT TEKION PROVIDES ACCESS TO THE SITES FREE OF CHARGE AND THAT THESE LIMITATIONS OF LIABILITY REFLECT A FAIR ALLOCATION OF RISK AND ARE A FUNDAMENTAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN YOU AND TEKION.

12. INDEMNIFICATION

12.1. You agree to indemnify, defend, and hold harmless the Tekion Parties from and against any and all claims, demands, actions, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees and court costs) arising out of or relating to: (a) your access to or use of the Sites; (b) your violation of these Terms; (c) your violation of any applicable law or regulation; (d) your violation of the rights of any third party, including intellectual property, privacy, or publicity rights; (e) any User Submission you provide; or (f) your negligence or willful misconduct. Tekion reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate with our defense of such claims.

13. TERM AND TERMINATION

13.1. Term. These Terms are effective as of the date you first access the Sites and remain in effect until terminated.

13.2. Termination by Tekion. Tekion may, in its sole discretion and without prior notice or liability, restrict, suspend, or terminate your access to all or any part of the Sites for any reason, including a breach or suspected breach of these Terms.

13.3. Termination by You. You may terminate these Terms at any time by ceasing all use of the Sites.

13.4. Effect of Termination. Upon termination, your right to use the Sites will immediately cease. If you are a registered APC Portal user, your account credentials and API keys will be disabled, and your right to access the APC Portal and all associated resources will immediately cease. You must promptly destroy or delete any Tekion API documentation, specifications, sample code, or other confidential materials obtained through the APC Portal that are not otherwise retained under a separate, active agreement with Tekion. Sections 4, 6, 7, 10, 11, 12, 14, and 15 shall survive any termination or expiration of these Terms.

14. GOVERNING LAW AND DISPUTE RESOLUTION

14.1. Governing Law. These Terms and any dispute arising out of or related to these Terms or the Sites shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any choice-of-law or conflict-of-law rules or provisions.

14.2. Jurisdiction and Venue. You agree that any legal action or proceeding arising out of or related to these Terms or the Sites shall be brought exclusively in the state or federal courts located in the State of Delaware, and you irrevocably consent to the personal jurisdiction and venue of such courts. With respect to any dispute arising out of or related to the APC Portal, including unauthorized access, credential misuse, or violation of Section 4.2(b), you further acknowledge that the authenticated nature of the APC Portal, including the requirement to create an account and affirmatively agree to these Terms upon registration, constitutes your express assent to the personal jurisdiction and venue of the courts specified herein and to the enforceability of these Terms as a binding agreement.

14.3. Injunctive Relief. Notwithstanding any other provision of these Terms, Tekion may seek injunctive or other equitable relief in any court of competent jurisdiction to prevent the actual or threatened violation of Tekion's intellectual property rights, proprietary information, or the provisions of Section 4, without the necessity of posting a bond or proving actual damages.

14.4. Claims Period. Any claim or cause of action arising out of or related to your use of the Sites or these Terms must be filed within one (1) year after such claim or cause of action arose, or it shall be permanently barred.

15. GENERAL PROVISIONS

15.1. Entire Agreement. 14.4. Claims Period. Any claim or cause of action arising out of or related to your use of the Sites or these Terms must be filed within one (1) year after such claim or cause of action arose, or it shall be permanently barred.

15.2. Severability. If any provision of these Terms is held to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect. Any invalid or unenforceable provision shall be modified to the minimum extent necessary to make it valid and enforceable while preserving its original intent.

15.3. Waiver. Tekion's failure to enforce any right or provision of these Terms shall not constitute a waiver of that right or provision. Any waiver of any provision of these Terms shall be effective only if in writing and signed by Tekion.

15.4. Assignment. You may not assign or transfer your rights or obligations under these Terms without Tekion's prior written consent. Tekion may assign these Terms freely, including in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets, without notice to you.

15.5. Export Compliance. You represent and warrant that you are not located in, under the control of, or a national or resident of any country subject to a U.S. government embargo, and that you are not listed on any U.S. government list of prohibited or restricted parties. You agree to comply with all applicable U.S. and foreign export control and trade sanctions laws and regulations in connection with your use of the Sites.

15.6. No Third-Party Beneficiaries. These Terms do not create any third-party beneficiary rights in any individual or entity that is not a party to these Terms.

15.7. Headings. The section headings in these Terms are for convenience only and have no legal or contractual effect.

15.8. APC Portal Registration. By creating an account on the APC Portal, you represent and warrant that: (a) all registration information you provide is truthful, accurate, and complete; (b) you will maintain the accuracy of such information; (c) you are authorized by your employer or organization to create the account and bind them to these Terms; and (d) your use of the APC Portal will comply with these Terms and all applicable laws. You are solely responsible for maintaining the confidentiality of your account credentials and for all activities that occur under your account. You agree to notify Tekion immediately at security@tekion.com of any unauthorized use of your account or any other breach of security.

15.9. Contact Information. If you have any questions about these Terms, please contact us at: 6200 Stoneridge Mall Road, Suite 500, Pleasanton, CA 94588 Email: legal@tekion.com