CADENAS PARTsolutions, LLC
Development Services Agreement

This Services Agreement ("**Agreement**"), is between "**Company**", as defined in the CADENAS PARTsolutions Order, and CADENAS PARTsolutions, LLC ("**CADENAS PARTsolutions**" or "**Provider**" or "**Seller**"), an Ohio limited liability Company with offices at 400 Techne Center Dr., Ste. 301, Milford, OH 45150.

Background:

A. Effective on the Effective Date of the CADENAS PARTsolutions Order, the parties have also entered each of the following:
- PARTcommunity Agreement, for Ongoing Services (as defined therein); and
- End User License Agreement, for Review and Approval Software (as defined therein).
- Order (Initial or subsequent Orders)

This Agreement and each of the above agreements is a "**Solution Agreement**," and, collectively, are "**Solutions Agreements**."

B. This Agreement and its Orders (or applicable portions thereof regarding Development Services) pertain to the provision of any Development Services, but not directly to the Ongoing Services or the Review and Approval Software. This Agreement will govern any Development Services done by CADENAS PARTsolutions for Company.

C. The scope of this Agreement covers a business relationship in which CADENAS PARTsolutions will provide development-related services and, as applicable, deliverable-type products as and to the extent set forth herein and in Orders (or applicable portions thereof) ("**Development Services**" or (as may be referenced herein) "**Services**"), for use by Company and its affiliated entities. These Development Services shall be rendered by individuals as employees of CADENAS PARTsolutions, an independent contractor, and not as employees of Company.

Agreement

In consideration of the mutual promises contained herein, in reliance on the statements in the Background section (which are incorporated herein), for other good and valuable consideration, and intending to be legally bound, the parties agree as follows:

1.   Entering Orders; Term and Termination

1.1   Entering Orders

"**CADENAS PARTsolutions Order**" (or "**Order**") means the mutually agreed to written order form, entered by the parties to be effective on the Effective Date of this Agreement for, collectively, Initial Development Services (as defined therein), Ongoing Services, and Review and Approval Software and, for each of the foregoing, associated fees.

Upon execution by both parties, applicable Orders shall be deemed incorporated into, and shall be a part of, this Agreement.

In the event of an unavoidable conflict, the terms and conditions in an Order shall prevail over those in a Solution Agreement.

CADENAS PARTsolutions and Company each may designate and maintain a relationship manager (each, a "**Relationship Manager**") for each Order. Each Relationship Manager will be the primary point of contact for his/her Company in dealing with the other Company under the Order and will have authority and power to make decisions with respect to actions to be taken by his/her Company under the Order.

1.2 **Term and Termination**

(a) **Term.** The term of this Agreement shall continue, unless terminated in accordance with the below subsection (d).

(b) **Termination of Order for Breach.** An individual Order may, as applicable, be terminated by either party if the other party materially breaches, as applicable, (i) any term or condition herein as applicable to such Order (or applicable portion thereof) or (ii) any term or condition in such Order (or applicable portion thereof) itself, and, to the extent capable of cure, the breaching party fails to cure such breach within thirty (30) days after receiving written notice of such breach from the non-breaching party describing in reasonable detail the nature of the breach and the non-breaching party's intent to terminate if not so cured.

(c) **Termination of Order for Convenience.** If and to the extent expressly provided in an Order, any such Order (or applicable portion thereof) may be terminated by a party for its convenience upon (the number of days indicated therein of) prior written notice to the other party; provided, however, Company shall pay CADENAS PARTsolutions those amounts due as indicated therein.

(d) **Termination of Agreement.** In the event there are no then-current Orders, either party may terminate this Agreement by providing the other party with written notice, such termination to be effective sixty (60) days after such other party's receipt of such notice.

(e) **Effect of Expiration or Termination.** Termination by either party as described above will not be an exclusive remedy nor serve as a waiver of any other claims.

(f) **Survival.** The following provisions shall survive any expiration or termination of this Agreement: Section 1 ("Term and Termination"), Section 2 ("Billing and Payment"), Section 4 ("Data Rights"), Section 5 ("Indemnification"), Section 6 ("Insurance"), Section 7 ("Intellectual Property Indemnity"), Section 8 ("Warranty and Limitations of Liability"), Section 9 ("Confidentiality"), and Sections 10 – 24. Moreover, all rights and obligations in the Agreement that become absolute before termination of the Agreement or that are of a continuing nature shall survive such termination.

2. **Billing and Payment**

2.1 **Billing.** As compensation for Development Services to be performed by CADENAS PARTsolutions hereunder, Company shall pay CADENAS PARTsolutions at the rates and/or for the fees set forth in Orders and, to the extent provided in Orders, reimbursements for certain reasonable and necessary costs, such as travel expenses incurred in the performance of Development Services. Company shall not have any liability for any other expenses or costs incurred by CADENAS PARTsolutions unless otherwise provided in Orders. CADENAS PARTsolutions will not incur any expenses on Company's behalf that would violate laws or regulations regarding gratuities to government employees.

2.2 **Payment Terms.** Payment terms will be U.S. Dollars, "Net 30 Prox" (payment will be transmitted approximately within 30 days of invoice).

2.3 **Invoices.** Each invoice submitted by CADENAS PARTsolutions will:

(a) Provide complete reasonable supporting detail, including names(s) of person(s) who performed the Development Services, dates of Development Services, hours or days worked, and billing rates;

(b) Identify the task and completion date if corresponding Development Services are based upon a fixed sum payment;

(c) Be accompanied by (i) an itemized listing of amounts claimed, (ii) pertinent information relative to the expenses, and (iii) receipts to document the expenses when reasonably available; and

(d) Reference this Agreement or otherwise be identified in such a manner as Company may reasonably require.

3.   Development Services and Deliverables

3.1   *Definitions*

(a) "**CADENAS PARTsolutions Development Tools**" means those tools, software, and other technologies that CADENAS PARTsolutions uses to develop Deliverables.

(b) "**Company-Supplied Development Content**" means the information, data, materials, designs, and any other content that Company provides to CADENAS PARTsolutions in connection with the Development Services.

(c) "**Deliverables**" means those deliverables developed by CADENAS PARTsolutions in its exercise of the Development License (as defined below) and/or other performance of the Development Services for Company, to the extent such deliverables are identified herein and/or in Orders (or portions thereof). Such Deliverables may include CAD model designs and graphic formats of Company's parts and products, as a part of an e-catalog, that is derived from and/or includes Company-Supplied Development Content for such parts and products.

(d) "**PARTcommunity**" is described in the CADENAS PARTsolutions PARTcommunity Agreement ("PARTcommunity Agreement").

3.2   *Description of Certain Development Services*

(a) In a manner and at such times as mutually agreed by the parties, Company shall provide CADENAS PARTsolutions with Company-Supplied Development Content.

(b) CADENAS PARTsolutions shall use its CADENAS PARTsolutions Development Tools to develop Deliverables.

(c) Such Deliverables may operate with and be accessible and usable when on PARTcommunity as described in and pursuant to terms and conditions in the PARTcommunity Agreement.

3.3   *Ownership and Licenses*

(a) As between the parties, CADENAS PARTsolutions owns all right, title, and interest in and to CADENAS PARTsolutions Development Tools and PARTcommunity, including all intellectual property rights in each.

(b) (i)   As between the parties, Company owns all right, title, and interest in and to Company-Supplied Development Content and the Deliverables, including all intellectual property rights in each.

(ii) Company grants to CADENAS PARTsolutions royalty-free, non-exclusive right and license to use, reproduce, modify, and prepare derivative works of Company-Supplied Development Content in CADENAS PARTsolutions' performance of Development Services for Company (the "**Development License**").

3.4   *Other*

(a) Each party represents and warrants that it has all rights necessary to grant to the other party all rights and licenses set forth in the Agreement.

(b) Company represents and warrants that its provision of Company-Supplied Development Content will not violate any commitments Company may have to or with third parties with respect thereto.

(c) CADENAS PARTsolutions shall not be precluded in any way from developing, acquiring, and/or marketing know-how, techniques, or materials which may be similar to or competitive with know-how, techniques, or materials delivered to Company under this Agreement, provided that CADENAS PARTsolutions shall not utilize proprietary information disclosed to it by Company.

(d) Company will provide the means for Company to upload Company data to CADENAS PARTsolutions and to update such data, which as of the Effective Date shall be OneDrive, but the parties may mutually agree in writing to an alternative means. Because Company uploads and updates such data, CADENAS PARTsolutions does not guarantee the correctness of the data.

(e) Separate from Deliverables being on PARTcommunity and if requested by Company in writing, CADENAS PARTsolutions shall provide Company with Deliverables in one CAD model design or graphic format.

4. Data Rights

All information and data provided to CADENAS PARTsolutions by Company shall be and remain, as between the parties, the sole property of Company.

5. Insurance

5.1 **Insurance Limits.** During the term of this Agreement CADENAS PARTsolutions will, at its own expense, procure and maintain insurance policies to cover the Development Services, Technology Errors and Omissions, and Privacy and Cyber-Risk (Network Security) Liability insurance.

6. Indemnification

6.1 **CADENAS PARTsolutions' Indemnification and Defense of Company.** CADENAS PARTsolutions agrees to indemnify, defend, and hold harmless Company and its affiliates and their respective officers, directors, employees, agents, successors and assigns from and against any, and all claims, demands, actions, liabilities, losses, damages, and expenses (including reasonable attorneys' fees) to the extent arising out of or relating to:

(a) CADENAS PARTsolutions' breach or alleged breach of Section 3.4(a); or

(b) a third-party claim, demand, or action that, if true, would be a breach of CADENAS PARTsolutions' obligations under this Agreement.

6.2 **Company's Indemnification and Defense of CADENAS PARTsolutions.** Company agrees to indemnify, defend, and hold harmless CADENAS PARTsolutions and its affiliates and their respective officers, directors, employees, agents, successors and assigns from and against any and all claims, demands, actions, liabilities, losses, damages, and expenses (including reasonable attorneys' fees) to the extent arising out of or relating to:

(a) Company's breach or alleged breach of Sections 3.4(b); or

(b) Company cannot provide the grant in Section 3.3(b)(ii).

6.3 **Indemnification and Defense Procedure.** The party to be indemnified and defended shall (a) notify the indemnifying-defending party promptly in writing of any such action or claim for which indemnity and defense is expected; (b) give the indemnifying-defending party control of the defense thereof and any related settlement negotiations, so long as such party diligently defends such action; and (c) reasonably cooperate at the indemnifying-defending party's expense and, at the indemnifying-defending party's reasonable request and expense, assist in such defense. However, the party to be indemnified and defended may participate at its own expense, using counsel of their choosing, in the defense or settlement of such claims, and any settlement intended to bind such party shall not be final without such party's prior written consent, not to be unreasonably withheld or delayed.

7. Warranty and Limitations of Liability

7.1 **Authority.** CADENAS PARTsolutions represents and warrants that it has full power and authority to enter into this Agreement and to perform all of its obligations under this Agreement.

7.2 **Performance.** CADENAS PARTsolutions warrants that all Development Services performed hereunder by CADENAS PARTsolutions, its employees and subcontractors shall be performed in a good and workmanlike manner by persons who are experienced and skilled in their profession, in accordance with standards of workmanship, accepted practices and procedures, and in accordance with the requirements of an Order (or applicable portion thereof).

7.3 **Remedy.** Company must notify CADENAS PARTsolutions of any alleged failure of the foregoing in Section 8.2 as soon as possible but in no event later than ninety (90) days after the date on which such alleged failure first occurred, and the parties shall promptly discuss the same and determine the nature of such alleged failure. CADENAS PARTsolutions' entire liability, and Company's sole remedy, for CADENAS PARTsolutions' undisputed failure to so perform shall be for CADENAS PARTsolutions to, at its option, either use reasonable efforts to correct such failure for no additional fees or refund that portion of any fees received that correspond to such undisputed failure to perform.

7.4 *Disclaimers.* EXCEPT TO THE EXTENT EXPRESSLY PROVIDED FOR IN THE AGREEMENT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, PROVIDER HEREBY DISCLAIMS, AND COMPANY HEREBY EXPRESSLY WAIVES, ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR ARISING BY LAW, CUSTOM, PRIOR ORAL OR WRITTEN STATEMENTS BY CPS OR OTHERWISE (INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, OR FITNESS FOR PARTICULAR PURPOSE), OR OF COURSE OF DEALING, USAGE, OR TRADE PRACTICE, OR OF ERROR-FREE OR UNINTERRUPTED USE.

7.5 **No Consequentials.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE.

For the avoidance of doubt, each party's obligations to indemnify and hold harmless in this Agreement shall apply without regard to whether the damages awarded by a court or agreed to by the indemnifying party as a part of a settlement are classified as consequential, incidental, indirect, special, or punitive.

7.6 *Cap.* In no event shall CADENAS PARTsolutions' (including its licensors) aggregate liability arising out of or related to the Agreement exceed the total amount that is the greater of:

(a) one times (1x) the fees paid for Development Services under this Agreement during the twelve (12) month period before the event(s) giving rise to such liability; or

(b) $250,000.

7.7   **Exceptions.** However, notwithstanding anything to the contrary in the Agreement, no exclusions of damages or limitations of liability in Sections 8.5 or 8.6 or otherwise shall apply in the following instances:

(a)   damages or liability for gross negligence or willful misconduct; or

(b)   infringement or misappropriation by one party of the other party's intellectual property rights; or

(c)   breach of commitments herein with respect to the other party's Confidential Information or non-compliance with Data Privacy laws applicable (if any) to the non-complying party's provision, receipt, or use of the Development Services, as applicable.

8.   Confidentiality

8.1   **Confidential Information.** During the term of this Agreement and for a period of three years after it expires or terminates (or, if a trade secret under applicable law, for such additional period thereafter that applicable information continues to constitute a trade secret), each receiving party will maintain in strict confidence all technical and other data, purchase quantities, and other information, which is not generally known to the public, that is disclosed to the receiving party by the other disclosing party ("**Confidential Information**") that (i) is marked "confidential", "restricted", or "proprietary" or (ii) due to its character and nature a reasonable person under like circumstances would know is confidential to the disclosing party and treat as confidential.

Except, as applicable, in the performance of the Development Services or the Agreement and/or in the exercise of express rights or licenses granted, neither party will use for its own benefit or the benefit of another or reveal or disclose the other disclosing party's Confidential Information without the prior written authorization of the other disclosing party.

8.2   **Exceptions.** These restrictions will not apply to information (i) that is or becomes part of the public domain other than by means of a breach of this Agreement; (ii) that a party can prove by written documentation was known to it before the disclosure by the other party; (iii) that a party subsequently rightfully receives from a third party not in violation of any trust or duty; (iv) that was independently developed by the non-disclosing party without use of the disclosing party's Confidential Information; or (v) that is required by law or valid court order to be disclosed.

8.3   **General Requirements.** Both parties will take reasonable precautions to instruct their employees and consultants of the confidentiality obligations set forth herein and to give the exchanged Confidential Information the same protection they give their own proprietary information.

9.   Compliance

9.1   **Legal Compliance.** To the extent applicable hereto to CADENAS PARTsolutions as the provider of the Development Services, CADENAS PARTsolutions shall in the performance of this Agreement comply with: The Fair Labor Standards Act of 1938 (29 U.S.C. 201-219); the Walsh-Healey Public Contracts Act (41 U.S.C. 35-45); the Contract Work hours and Safety Standards Act - (40 U.S.C. 327-333); laws prohibiting the use of convict labor; and all other applicable federal, state, and local laws; and all regulations and orders issued under any applicable law. CADENAS PARTsolutions will notify Company immediately if CADENAS PARTsolutions is indicted, suspended, or debarred. CADENAS PARTsolutions represents that CADENAS PARTsolutions has not been convicted of fraud or any other felony arising out of a contract with the Department of Defense, as described in more detail in 10 U.S.C. 2408.

9.2 **Non-Discrimination.** CADENAS PARTsolutions shall make reasonable efforts to abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

9.3 **Compliance Warranty**. CADENAS PARTsolutions warrants that the Development Services work done under this Agreement will be performed in compliance with applicable laws, rules, regulations, ordinances, deed restrictions, and building codes.

10. Assignment and Subcontracting

Nothing in this Agreement is intended to confer any rights or remedies on any person other than the parties hereto and their permitted successors and assigns. Neither this Agreement nor any of the rights, interests or obligations provided by it will be assigned or subcontracted by either of the parties without the prior written consent of the other party, such consent not to be unreasonably withheld or delayed. However, consent by CADENAS PARTsolutions will not be required for internal transfers and assignments between Company and its subsidiaries or affiliates as part of a consolidation or other form of corporate reorganization.

11. Publicity

CADENAS PARTsolutions shall not, without the prior written consent of Company or except in the provision of the Development Services, in any manner advertise or publish the fact that Company has entered into this Agreement with CADENAS PARTsolutions.

12. Disputes Resolution

The parties will attempt in good faith to promptly resolve any dispute by negotiations between representatives who have authority to settle the dispute. Any dispute not resolved by negotiation after sixty (60) days may then be submitted to a court of competent jurisdiction in accordance with the terms provided in this Agreement. These procedures are the exclusive procedures for the resolution of disputes between the parties; provided, however, a party may seek injunctive or other equitable relief with resorting to such procedures.

13. Force Majeure

Neither party shall be liable for damages for delay in delivery or failure to perform arising out of causes beyond its reasonable control and without its fault or negligence, including, but not limited to, acts of God or of public enemy, fires, floods, epidemics or quarantine restrictions. For purposes of this paragraph, a "cause beyond its reasonable control" will not include international currency fluctuations or revaluations. If the delay is caused by the delay of a subcontractor of CADENAS PARTsolutions and if the delay arises out of causes beyond the reasonable control of both CADENAS PARTsolutions and the subcontractor, and without the fault or negligence of either of them, CADENAS PARTsolutions will not be liable to Company in damages unless the articles or Development Services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit CADENAS PARTsolutions to meet the required delivery schedule.

14. Restricted Parties List

Restricted Parties Lists. CADENAS PARTsolutions represents and warrants that it is not designated on, or associated with, any party designated on any government restricted parties list, including without limitation, the U.S. Commerce Department Bureau of Industry and Security ("BIS") Denied Persons List and Entity List or Unverified List, the U.S. Treasury Department Office of Foreign Assets Control ("OFAC") Specially Designated Nationals and Blocked Persons List, the U.S. State Department Directorate of Defense Trade Controls ("DDTC") Debarred Parties List and Nonproliferation Sanctions List, the United Nations Security Council Sanctions list, the Australia Consolidated list, the Canadian Restricted Entities list, the EU Financial Sanctions and UN Sanctioned Countries lists, and the World Bank List of Debarred Firms.

15. Entire Agreement

15.1 **General.** This Agreement, including all appendices, attachments, and schedules and together with the Orders and Solutions Agreements (or applicable portions thereof), contains the entire agreement between the parties with respect to its subject matter hereof and supersedes any terms and conditions contained in any pre-printed forms of CADENAS PARTsolutions and Company, including acknowledgments, invoices, purchase orders, and all prior and contemporaneous agreements, understandings, negotiations, and discussions of the parties, whether oral or in writing. It will be binding upon and inure to the benefit of the parties and their respective successors and assigns. No supplement, modification, waiver or extension will be binding unless executed in writing and signed by both parties. Headings are for reference purposes only.

15.2 **Severability.** If any provision of the Agreement should be held invalid under any existing or future law, the remainder of the Agreement will not be affected, and the parties will try to change the invalid provision to make it valid.

16. Notices

Written notice will be deemed to have been given when the notifying party delivers such notice to the other party or has sent such notice to the other party by certified or registered mail; by commercial courier; or by email (with confirmed receipt), directed as follows unless written notice of a change of address has been given in accordance with this paragraph:

To Company:
"**Company Relationship Manager**", as defined in the CADENAS PARTsolutions Order.

To CADENAS PARTsolutions:
"**CADENAS PARTsolutions Relationship Manager**", as defined in the CADENAS PARTsolutions Order.

17. Independent Contractor

CADENAS PARTsolutions, including its employees, subcontractors, and agents, will render the Development Services as an independent contractor. In no event will CADENAS PARTsolutions, nor its employees, subcontractors and agents, be deemed agents or employees of Company. Nothing in this Agreement will be construed to make the parties partners or joint venture. CADENAS PARTsolutions' employees assigned to Company under this Agreement will remain personnel of CADENAS PARTsolutions and will not by reason of their assignment to Company become employees of Company. CADENAS PARTsolutions' employees and/or subcontractors will not be entitled to participate in any of Company's employee benefit plans, including pension, 401(k), profit sharing, retirement, deferred compensation, welfare, medical, health, group, insurance, disability (including Workers' Compensation), bonus, vacation pay, severance pay and other similar plans, programs and agreements, whether reduced to writing or not.

18. Amendments

The Agreement may be amended in whole or in part by Company and CADENAS PARTsolutions provided such amendment is in writing, explicitly states that it is an amendment to the provisions of the Agreement and is executed by authorized representatives of both parties. Any purported amendment hereto which fails to meet all of the criteria of the immediately preceding sentence shall be deemed invalid and of no effect.

19. Duplicate Originals and Electronic Signatures

This Agreement and each Order (and any amendment hereto or thereto) may each be executed in one or more counterparts, each of which shall be deemed to be a duplicate original of, as applicable, such document, but all of which, taken together, shall be deemed to constitute, respectively, a single instrument of the same. Additionally, each such document may be electronically signed, and signatures transmitted electronically (including as attached files (*e.g.*, .PDF)) shall be acceptable to bind the parties.

20. This Agreement is accepted by both parties by executing a CADENAS PARTsolutions Order.

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