

CADENAS PARTsolutions, LLC Review and Approval Software End User License Agreement

This Review and Approval Software End User License Agreement (“**EULA**”, or “**Agreement**”), is between “**Company**”, as defined in the Initial or Subsequent Collective Order, and CADENAS PARTsolutions, LLC (“**CADENAS PARTsolutions**” or “**Provider**” or “**Seller**”), an Ohio limited liability Company with offices at 400 Techne Center Dr, Suite 301, Milford, OH 45150.

Background:

- A. Effective on the Effective Date of this EULA, the parties have also entered each of the following:
- Services Agreement, for Development Services (as defined therein); and
 - PARTcommunity Agreement, for Ongoing Services (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 of such Orders regarding Review and Approval Software) pertain to the provision of CADENAS eCATALOGsolutions software (“**Review and Approval Software**”), but not directly to the Development Services or the Ongoing Services. For clarification, Development Services will not be performed under this Agreement.

C. CADENAS PARTsolutions is the owner of all exclusive licensing, copyright and marketing rights of CADENAS PARTsolutions Review and Approval Software provided herewith. CADENAS PARTsolutions is entitled to make use of CADENAS PARTsolutions Review and Approval Software provided herewith on the basis of the contracts with the respective manufacturers, insofar as it contains components of other software programs.

CADENAS PARTsolutions Review and Approval Software licensed in this EULA includes software or data content developed by and licensed for distribution by third parties (“**Third Party Licensor(s)**”).

Company is granted a license and the annual maintenance for CADENAS PARTsolutions Review and Approval Software under the terms, provisions, stipulations and conditions stated hereinafter, provided that Company is current with all CADENAS PARTsolutions Review and Approval Software licensing, servicing and software maintenance fees.

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; Subject Matter

1.1 Entering Orders

“**Order**” means the CADENAS PARTsolutions Order or any Other Order.

“**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), Review and Approval Software, and Ongoing Services, 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 may each designate and maintain a relationship manager (each, a **"Relationship Manager"**) for each Order. Each Relationship Manager will be a 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 Subject matter of the Contract

The purpose of this EULA is to provide terms and conditions under which CADENAS PARTsolutions licenses to Company the Review and Approval Software described in the jointly executed written Order(s), from CADENAS PARTsolutions to Company. The Order(s) will identify the Review and Approval Software licensed and the Review and Approval Software license type.

The quality assurance software is stored on a disk, CD-ROM, or otherwise made available online, as well as the description of the software and operating instructions and all other written material in connection therewith (together, the **"Review and Approval Software"** or the **"Software"**). Company acknowledges and agrees that the Review and Approval Software is designed to be used solely for the functions and only as described in the operating instructions, and that the Review and Approval Software will not operate faultlessly with all applications and combinations.

2. Review and Approval Software

- 2.1 CADENAS PARTsolutions will provide to Company a copy of the Review and Approval Software in machine-readable form in accordance with the specifications as described in the Review and Approval Software documentation, as well as a user handbook in printed or in electronic form.
- 2.2 Company shall not have any right to the source code of the Review and Approval Software. All the rights to the source code shall remain in the exclusive property of CADENAS PARTsolutions and any Third-Party Licensor(s).
- 2.3 The Review and Approval Software is provided with an anti-copying system (hardware-lock, dongle or software protection) in order to prevent abusive copying of the Review and Approval Software, as well as its use on several processors or beyond the scope of the license. CADENAS PARTsolutions and Third-Party Licensor(s) are entitled to adapt new versions of the software protection upon the development thereof, without prior notice to Company. Company is herewith advised that, under certain circumstances, a new access code will be required for the use of the Review and Approval Software on a processor other than the originally licensed processor. If Company intends to use the Review and Approval Software on a processor other than the processor subject to the original license, Company must apply in writing to CADENAS PARTsolutions in advance to obtain a new access code. Such application shall contain a written confirmation of Company that Company will no longer run the Review and Approval Software on the previously licensed processor as soon as the Review and Approval Software has been installed for use on another processor. If in doubt about an authorized use of the Review and Approval Software by Company, CADENAS PARTsolutions shall have the right, upon prior notice to Company, to activate a security mechanism in order to prevent any unauthorized use on the Review and Approval Software on any processors used by Company other than those specifically licensed.
- 2.4 CADENAS PARTsolutions is committed to check the media upon which Review and Approval Software is delivered before delivery with the latest version of a standard commercial virus scanner program and clear them from any virus infection at any time. Company is herewith informed that, due to the rapidity with which new viruses are being developed, this cannot secure an absolute

safety against a possible virus infection of the Review and Approval Software. Therefore CADENAS PARTsolutions recommends a further scanning of the Review and Approval Software with an updated standard program before installation. Company releases CADENAS PARTsolutions and Third Party Licensor(s) from any claims or damages resulting from the supplied media upon which the Review and Approval Software is delivered being virus-infected.

3. License and Scope of Use by Company

- 3.1 Subject to all terms and conditions applicable to or referenced by the Agreement, CADENAS PARTsolutions grants Company the non-exclusive, non-transferable license to use the Review and Approval Software described in the documentation for the term of this EULA and Company's internal business purposes (the "**License**"). Use will be based on the number of licenses (computer-locked) in the applicable Order and may be in multiple locations at Company, and computers may be re-assigned by Company. Additional licenses may be ordered. By purchasing a license to the Review and Approval Software, Company only acquires ownership of the media on which the Review and Approval Software is stored (to the extent such media is provided); the acquisition of any rights on the Review and Approval Software except for the aforementioned License is excluded. CADENAS PARTsolutions together with any Third-Party Licensor(s) retain all rights of publication, duplication, processing, editing and use of the Review and Approval Software. To the extent Company desires any customized training materials or training, the provision of such products and services shall be subject to separate written agreement and does not fall within the scope of this EULA. Company may not utilize any Third-Party training or education services or materials without the express written consent of CADENAS PARTsolutions.
- 3.2 Any and all other rights of use of CADENAS PARTsolutions and Third-Party Licensor(s) in the Review and Approval Software shall remain unaffected. This shall also apply if CADENAS PARTsolutions or Third-Party Licensor(s) provide Company with user-defined adjustments of the Review and Approval Software. Any modifications to the Review and Approval Software shall be subject to the provisions in this EULA and the aforementioned scope of use of the Review and Approval Software.
- 3.3 CADENAS PARTsolutions shall not publicly list Company as a reference customer, without written consent.

4. Use Restrictions

- 4.1 Company is neither entitled to transfer the herewith granted rights to third parties in part or in the whole, nor to sub-license their corresponding rights of use.
- 4.2 Duplication of the Review and Approval Software is only allowed to the extent and as may be set forth under the express terms and conditions of this EULA.
- 4.3 Contracts for an "Offline Media" product catalogue, also known as an "Portable Digital Catalog", allow for on the unlimited duplication and distribution use of the master Offline Media (i.e., flash drive, iPod, CD, DVD) as provided by CADENAS PARTsolutions to Company. No alterations to the master Offline Media content, as provided by CADENAS PARTsolutions to Company, is permitted by Company or by those to whom the Offline Media is distributed, without the express written consent of CADENAS PARTsolutions. Other use restrictions remain unchanged for an Offline Media product catalogue. Company is required to include CADENAS PARTsolutions and/or "powered by PARTsolutions" logo (appropriate logo to be provided by CADENAS PARTsolutions) within the graphic physically printed onto the Offline Media, as well as on associated printed or digital documentation included on the Offline Media device. The following copyright notice, with the appropriate year, is also required: "© 2023 PARTsolutions, LLC".
- 4.4 Without prior written consent by CADENAS PARTsolutions, Company is strictly prohibited from doing, directly or indirectly, any of the following:

- a) The transfer of the Review and Approval Software or its corresponding written material as well as disclosing the information to a third party;
 - b) The duplication, modification, translation, development, recompilation or reassembling of the Review and Approval Software;
 - c) The drawing, duplication or distribution of works sourced from the Review and Approval Software (if any), including Review and Approval Software generated CAD model files (if any) in native and non-native format;
 - d) The duplication, translation, modification of the written material or the drawing, duplication or distribution of works (including Review and Approval Software generated CAD model files (if any) in non-native format) sourced from the Review and Approval Software (if any) except for internal purposes or in case of legal requirements;
 - e) The copying of the Review and Approval Software generated CAD model files (if any) for the reproduction of more than one copy or the systematic collection or composition of a new database, PDM system or a system comparable with PDM; any duplication of this data is strictly prohibited, for any purpose, commercial or otherwise;
 - f) The translation, processing, arrangement, and any other conversion of the downloaded Review and Approval Software generated CAD model files (if any), or the creation of any summaries or abstracts relative thereto; and
 - g) The renaming of the Review and Approval Software generated CAD model files (if any) or their contents.
- 4.5 Any violation of these conditions of use and/or any attempt to bypass the access safety barriers will constitute a violation of CADENAS PARTsolutions' copyright in and to all Review and Approval Software and entitle CADENAS PARTsolutions, or the party from which it has obtained the right to distribute such copyrighted materials, to advance a claim for damages.
- 4.6 Additional restrictions include:
- a) Company shall be subject to the restrictions set forth in the Order(s); and
 - b) Company is not permitted to transfer any rights allocated through this Agreement to third parties and pass on user rights or sublicenses.

5. License Type Definitions

The Review and Approval Software is licensed as defined below, and the quantity of each Review and Approval Software product purchased will be indicated in the Order(s). MAC IDs (HOST/System IDs) will be defined as communicated in writing by Company to CADENAS PARTsolutions.

- 5.1 Node Locked License ("**Node locked (1S)**") – License to use the Review and Approval Software on the stated number of specific computers with defined MAC IDs (HOST/System IDs), without limit on the size, Company location, or type of computing devices.

6. Review and Approval Software Maintenance

- 6.1 CADENAS PARTsolutions will provide software maintenance for the Review and Approval Software obtained pursuant to this EULA under the following conditions:
- a) The contractual service stipulations are valid for each current version of the Review and Approval Software supplied to Company. CADENAS PARTsolutions reserves the right to refuse the servicing in the case of unauthorized alterations of the Review and Approval Software by Company or by third parties or to charge for such services.
 - b) CADENAS PARTsolutions is then only required to fix errors if Company has installed the current version of the Review and Approval Software or one of the previous versions, the errors are reproducible, and the information and documentation related to the tracing of errors have been made available to CADENAS PARTsolutions.

- c) During the term of the EULA, CADENAS PARTsolutions will provide, at Company's convenience, all generally released improvements and generally released further developments of the Review and Approval Software and its corresponding documentation in the form of new versions, as well as telephone hotline support.

6.2 CADENAS PARTsolutions will provide, within the scope of this EULA, the following assistance and maintenance services:

- a) Should Company report to CADENAS PARTsolutions a reproducible, substantial divergence between the Review and Approval Software and its corresponding valid product specifications as set forth in the user handbook, CADENAS PARTsolutions is committed to clear these discrepancies at their choice, either by single interventions or by supplying a new version of the Review and Approval Software (Release).
- b) Company must report every failure in writing and enclose sufficient information on the type of failure (e.g., error messages), data in use at the time the error occurred, steps taken, etc.
- c) If during the license period, CADENAS PARTsolutions is able to determine that the aforementioned discrepancy/ies have been caused by deliberate modifications made by Company or a third party/ies, or it is traceable to errors resulting from the Review and Approval Software not serviced by CADENAS PARTsolutions, Company will be charged separately for providing maintenance services according to the price list valid at the time of the intervention.
- d) CADENAS PARTsolutions will provide telephone support, and support to one single contact person, or a substitute named by Company on questions regarding the Review and Approval Software being serviced, within the usual business hours.
- e) Usual business hours are from Monday to Friday 9:00 - 5:00 EST. Hotline: 9:00 - 5:00 EST.
- f) CADENAS PARTsolutions will provide support via email or online during usual business hours, insofar such online connection has been previously arranged with Company. CADENAS PARTsolutions recommends the use of email or the setting up of an online link to speed up the closure of any questions that may arise as a result of using the Review and Approval Software.
- g) During the term of the service and maintenance agreement, CADENAS PARTsolutions will supply the latest standard program version and its corresponding documentation as explicitly provided for in this EULA.
- h) [Reserved.]
- i) The removal of errors may require, at CADENAS PARTsolutions' discretion, the installation of the latest version of the Review and Approval Software. Times related to errors are set below:

Problem	Description	Action to be taken:
No work possible	A reasonable, business-suitable use is not possible or considerably restricted. Company is not able to work.	Begin researching and preparing a fix as soon as notified.
Operation critical	The operational capacity of the application is severely restricted. Company's working capacity is seriously reduced.	Begin researching and preparing a fix as soon as notified.
Restricted functional Operability	The application is viable with exceptions.	Timeframe of fixing the error will be based on the results of discussions between Company and CADENAS PARTsolutions.
Enhancements	The application runs without restrictions, the outputs are usable.	The support of the request will be carried out within scheduled servicing in the next update, or released as a permanent solution. Enhancement requests will be considered by CADENAS PARTsolutions, but will be

		implemented at the sole discretion of CADENAS PARTsolutions.
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- 6.3 Additional services for the Review and Approval Software under maintenance which are not covered by this EULA (e.g., on-site advice by an application engineer) will be undertaken by CADENAS PARTsolutions on the basis of a separate written agreement between CADENAS PARTsolutions and Company. In case of the absence of a separate written agreement between CADENAS PARTsolutions and Company on prices and service conditions, the conditions and fees valid at the time the service(s) under this EULA are rendered shall be applicable.

Services not in the scope of this EULA (excluded services):

- a) to cause of major force, as well as damages caused by malfunctions of the hardware The repairing of damages due on which the Review and Approval Software is installed and/or executed, e.g., power fluctuations or power losses, interferences by third parties, misuse or substantial deviations of the actual software installation and operating instructions from the standards of the hardware manufacturer.
- b) The repairing of damages (including consequential damages) by loss of data.

The installation of updates, upgrades and new releases supplied by CADENAS PARTsolutions under the terms and conditions of the service and maintenance agreement will be performed by Company.

- 6.4 CADENAS PARTsolutions' maintenance and service obligations hereunder shall terminate in the event that:

- a) Company has breached any provision of this EULA;
- b) Company has breached any of its payment obligations to CADENAS PARTsolutions;
- c) The Review and Approval Software has been modified by Company or any third party; or
- d) Termination of the applicable Order (or applicable portion thereof).

6.5 Cooperation duties of Company

- a) Company shall report immediately any operational problem or malfunction of the Review and Approval Software to either CADENAS PARTsolutions (or, as applicable, a distributor) and provide all necessary information in the form of written, complete examples and troubleshooting documentation.
- b) Company shall designate a contact person in charge of monitoring progress of the Hotline services. This designate will act as the contact person for CADENAS PARTsolutions regarding the handling of supporting questions.
- c) In case Company intends to make use of the Review and Approval Software on a processor other than the one on which the Review and Approval Software originally had been installed, Company is required to confirm to CADENAS PARTsolutions in writing, and before receiving the new access code, that the Review and Approval Software on the previous computer will be immediately deleted upon installation of the Review and Approval Software on the new system and that there will be no parallel use of the Review and Approval Software. At CADENAS PARTsolutions's request, Company shall provide access to CADENAS PARTsolutions' data protection officers to the computer for the Review and Approval of Review and Approval Software's proper deletion.
- d) Company shall reasonably maintain its hardware and other software. Should the problem be the result of Company's hardware configuration, CADENAS PARTsolutions shall not be responsible for the necessary support. CADENAS PARTsolutions will only support problems directly resulting from CADENAS PARTsolutions' Review and Approval Software on properly configured hardware.
- e) Company will in any case give CADENAS PARTsolutions a reasonable period of time to carry out maintenance operations. A refusal to do so will void the obligation to perform by CADENAS PARTsolutions. CADENAS PARTsolutions' obligations shall be temporarily tolled if it is unable

- to provide such services due to labor disputes, especially strikes and lockouts, as well as upon unforeseen impediments that do not lie within the power of CADENAS PARTsolutions.
- f) Company shall not charge CADENAS PARTsolutions for any access to Company's hardware or systems, or utilization of Company personnel in the provision of CADENAS PARTsolutions services contemplated herein and coordination with Company.
 - g) CADENAS PARTsolutions' maintenance and service obligations hereunder are further conditioned upon the following:
 - 1) Company has fully informed CADENAS PARTsolutions of the particular operating conditions,
 - 2) Company fully cooperates with CADENAS PARTsolutions in diagnosing functional disturbances, and
 - 3) Company utilizes and complies with the user documentation related to maintenance operations.

7. Warranty

- 7.1 CADENAS PARTsolutions guarantees the usability of the supplied Review and Approval Software according with the performance features stated on the documentation. They also guarantee Company that, at the time of delivery, the media on which the Review and Approval Software is stored is performing flawless under normal operating and maintenance conditions.
- 7.2 CADENAS PARTsolutions does not guarantee that the program functions fulfill all of the requirements or expectations of Company.
- 7.3 Company agrees that, in spite of having taken the greatest possible care, all program errors cannot be excluded due to the current state of technology, or in all applications and combinations thereof. Furthermore, CADENAS PARTsolutions undertakes no responsibility for possible errors arising out of the documented operational range.
- 7.4 CADENAS PARTsolutions will guarantee and provide alternatively an improvement or a substitution of (applicable portions of) the software in presence of software errors causing any more than irrelevant inconveniences by the use of the software to the contractual purposes if that can be traced back to a fault of CADENAS PARTsolutions.
- 7.5 In this case (of the above Section 7.4), CADENAS PARTsolutions will have to be given a reasonable time and a realistic possibility to clear the errors according to usual conventional procedures. Should the defects not be cleared within the stated deadline, Company will be entitled to require the termination of the EULA.
- 7.6 The warranty does not include data or database such as standard components provided by third parties and used together with the Review and Approval Software. CADENAS PARTsolutions does not guarantee and disclaims the accuracy of these data; the same will apply for components delivered together with the Review and Approval Software and constituting an integral part of it, as well as the results sourced from the joint use of the Review and Approval Software and the data.
- 7.7 The above mentioned warranty claims are limited to a period of 270 days from the date of delivery of the Review and Approval Software to Company. Should in this period any defect traceable to the responsibility of CADENAS PARTsolutions arise, the warranty term will be extended to the time required for error clearance.
- 7.8 All warranties and other guarantee obligations hereunder shall be rendered void upon any modification or changes to the Review and Approval Software by Company or any other third party without CADENAS PARTsolutions' prior written consent.

- 7.9 **Disclaimers.** EXCEPT TO THE EXTENT EXPRESSLY PROVIDED FOR IN THE AGREEMENT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, CADENAS PARTSOLUTIONS 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 CADENAS PARTSOLUTIONS 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.

8. Limitations of Liability and Indemnities

- 8.1 **No Consequential.** 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.

- 8.2 **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 two times (2x) the fees paid for the Review and Approval Software under this Agreement.

- 8.3 **Exceptions.** However, notwithstanding anything to the contrary in the Agreement, no exclusions of damages or limitations of liability in Sections 8.1 or 8.2 or otherwise shall apply in the following instances:

- (a) damages or liability for gross negligence or wilful 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 Review and Approval Software, as applicable.

- 8.4 CADENAS PARTSolutions represents and warrants that Review and Approval Software will not infringe upon, violate, or misappropriate any intellectual property rights of any third party.

8.5 Intellectual Property Indemnity

- 8.5.1 **IP Indemnification.** CADENAS PARTSolutions hereby agrees to defend and indemnify Company, its successors, assigns, and agents against loss, damage, or liability, and expenses, including reasonable attorneys' fees, to the extent based on any third-party suit, claim, or demand against Company that use of Review and Approval Software as permitted by the Agreement infringes or allegedly infringes any intellectual property rights of such third party, provided Company shall notify CADENAS PARTSolutions of any suit instituted against it and, to the full extent of its ability to do so, shall permit CADENAS PARTSolutions to defend the same or make settlement in respect thereto.

8.5.2 Review and Approval Software's Infringement-Related Additional Terms and Conditions.

- (a) Section 8.5.1 shall not apply to the extent the claim, demand, or action arises from: (i) Company's breach of the Agreement (including any portion of an applicable Order) that resulted in the claim; (ii) use of Review and Approval Software in a manner not permitted by the Agreement

(including but not limited to Sections 3, 4, and 5); or (iii) a combination of Review and Approval Software with materials not provided by CADENAS PARTsolutions and that combination caused the claim.

(b) Should Review and Approval Software become or in CADENAS PARTsolutions' opinion will likely become the subject of a claim of infringement, violation, or misappropriation of intellectual property rights of any third party, then CADENAS PARTsolutions may, at its sole option and expense: (i) procure for Company the right to continue to use Review and Approval Software; (ii) replace or modify some or all of Review and Approval Software to make it non-infringing; or (iii) if neither (i) nor (ii) are commercially practical, terminate the Agreement (and applicable Order) and refund to Company all amounts paid for the Review and Approval Software under this Agreement.

(c) This Section 8.5 states the entire liability of CADENAS PARTsolutions, and the exclusive remedy of Company, with respect to infringement, violation, or misappropriation of third-party intellectual property rights.

- 8.5.3 **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.

9. Further Obligations of Company

- 9.1 Company is herewith committed to protect the supplied programs, documentation and relevant material from unauthorized use and will not entrust them or disclose them, neither in part nor in the whole, to third parties. Company will fulfill its obligations according to this contract through suitable measures as regards of use, modification, protection and safety of the program with respect to his staff and any other person to whom the access to the programs is allowed.
- 9.2 This Review and Approval Software and Documentation are provided with RESTRICTED RIGHTS for US government customers. Use, duplication, or disclosure by the US government is subject to restrictions as set forth in FAR 12.212 (Commercial Computer Software Restricted Rights) and DFAR 227.7202 (Rights in Technical Data and Computer Software), as applicable.
- 9.3 The above-mentioned provisions shall remain in force even after the termination of the License or this EULA, or by abandonment or alienation of the business establishments in the whole or in part.

10. Term and Termination

- 10.1 (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) **Survival.** 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.

10.2 Upon expiration or termination of an applicable Order (or applicable portion thereof), Company shall return to CADENAS PARTsolutions, on the effective date of expiration or termination, the Review and Approval Software and any other licensed material. All contractual obligations, in particular those regarding Review and Approval Software maintenance, will be void upon the effective date of expiration or termination.

10.3 CADENAS PARTsolutions may terminate this EULA immediately upon any breach by Company of any provision hereof or any attempt to bypass any anti-copying systems incorporated in the Review and Approval Software or to otherwise access or reverse engineer any Review and Approval Software source code, in addition to and not in derogation of, any statutory, equitable, or common law remedy, including, without limitation copyright infringement.

11. License and Review and Approval Software Maintenance Fees

11.1 Company agrees to pay the Review and Approval Software license, maintenance and services fees in accordance with the Order(s).

11.2 The payment of the License fee and software maintenance fees will be considered effected when received by CADENAS PARTsolutions.

12. Compliance

Legal Compliance. To the extent applicable hereto, 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.

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.

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

13. General

- 13.1 This EULA, together with the Order(s), contains the entire understanding of the parties with respect to the subject matter hereof and supersedes any and all prior or contemporaneous written or oral understandings of any kind or nature which relate to the subject matter hereof. This EULA shall inure to the benefit of and be binding upon Company and this Agreement shall inure to the benefit of and be binding upon CADENAS PARTsolutions and their successors and assigns. Company may not assign this Agreement without the prior written consent of CADENAS PARTsolutions. Headings are for reference purposes only.
- 13.2 Any amendment to, or modification or waiver hereof must be in writing signed by all the parties against whom such amendment, modification or waiver is intended to be enforced.
- All notices required to be given hereunder shall be in writing. 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), **to the designated Relationship Manager as defined in the Initial or subsequent Collective Order.**
- 13.3 This EULA shall be construed in accordance with and governed by the law of the State of Ohio (without giving effect to any choice of law principles which would result in the application of the law of any other state).
- 13.4 If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby are not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions be consummated as originally contemplated to the fullest extent possible.
- 13.5 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 relief or other equitable relief without resorting to such procedures.
- 13.6 **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 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.
- 13.7 **Insurance**

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.

- 13.8 **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.
14. **This Agreement is accepted by both parties by executing a CADENAS PARTsolutions initial or subsequent Order.**

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