CADENAS PARTsolutions, LLC
PARTcommunity/3Dfindit Services Agreement

This PARTcommunity 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 this PARTcommunity Agreement, the parties have also entered each of the following:
- Services Agreement, for Development 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 Order(s) (or applicable portions of such Orders regarding Ongoing Services) pertain to the provision of Ongoing Services, but not directly to the Development Services or the Review and Approval Software. For clarification, Development Services will not be performed under this Agreement.

C. The scope of this Agreement covers a business relationship in which CADENAS PARTsolutions will provide Company with on-going services (which includes provision of PARTcommunity) as and to the extent set forth herein and in Orders (or applicable portions thereof) (collectively, "**Ongoing Services**" or (as may be referenced herein) "**Services**").

D. CADENAS PARTsolutions offers its PARTcommunity customer the technology, platform, and infrastructure to list, make available for access, and use such customer's e-catalog along with specific data (e.g., catalogs, specifications, documentation, etc.) on the internet via PARTcommunity and to facilitate online access to the data provided by such customer, to such customer and to third parties (such as such customer's customers or customer's potential customers) accessing PARTcommunity or internet properties providing access to PARTcommunity. Through separate arrangements between CADENAS PARTsolutions and third parties, PARTcommunity may also include portions of certain third-party CAD and other providers' software applications and APIs (or the like).

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), 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   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)   **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.

2.   Ongoing Services Provided

2.1   Definitions.

"**Company-Supplied Development Content**" is as defined in the Services Agreement.

"**Deliverables**" is as defined in the Services Agreement.

2.2   Description of Certain Ongoing Services

Deliverables may operate with and be accessible and usable when on PARTcommunity, as further described herein and/or in an Order.

2.3   Ownership and Licenses

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

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

(ii) Company grants to CADENAS PARTsolutions royalty-free, non-exclusive right and license (A) to use, reproduce, modify, and prepare derivative works of the CAD model designs and graphic formats of the Deliverables and (B) to use, reproduce, distribute, perform, and display publicly the Deliverables in CADENAS PARTsolutions' performance of Ongoing Services for Company.

(c)   CADENAS PARTsolutions and CADENAS GmbH, developers of CADENAS PARTsolutions technologies, are authorized to include the Deliverables with CADENAS PARTsolutions enterprise products on all CAD seats as well as on all existing and future web portals and other venues which may be created in the future.

(d)   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.

(e)   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.

(f)   CADENAS PARTsolutions represents and warrants that PARTcommunity will not infringe upon, violate, or misappropriate any intellectual property rights of any third party.

(g)   Company represents and warrants that Company-Supplied Development Content will not infringe upon, violate, or misappropriate any intellectual property rights of any third party.

(h)   Company and any third-party users of Company's e-catalog and/or the Deliverables assume all risks and liability for the results obtained in the use thereof and associated output, including in the design, manufacture, and use of parts or products in any way based on or related to such e-catalog and/or Deliverables.

2.4   Additional Description of Ongoing Services

(a)   (i)   CADENAS PARTsolutions shall provide the hosting and management of Company's digital catalog(s) on PARTcommunity for access via email, direct download, or other available means by Company and third parties (including Company's customers and Company's potential customers).

(ii) To the extent necessary to effectuate the provision of Ongoing Services pursuant to the Agreement, during its term, and subject to all terms and conditions applicable to or referenced by the Agreement, CADENAS PARTsolutions grants Company a license to access and use PARTcommunity as a part of the Ongoing Services for Company's business purposes. Such business purposes permit Company's customers and potential customers and other third parties to access and use portions of PARTcommunity during access and use of Company's e-catalog.

(iii) CADENAS PARTsolutions provides a link (or the like) to be used within website pages (or the like), at which the e-catalog on PARTcommunity is accessible and usable.

(b)   Deliverables and Company products / parts modeled in CADENAS PARTsolutions' format are accessible in 2D and 3D CAD and graphics formats provided on PARTcommunity. Supported CAD and graphics formats are subject to change by CADENAS PARTsolutions. Cookies, Javascript and Java are required and must be enabled by Company and third parties who access PARTcommunity and wish to visualize Company data in a 3D viewer.

(c)   Company acknowledges that any 2D files not modeled in CADENAS PARTsolutions' format can only be exported in 2D.

(d)   The necessary PARTcommunity hardware and software and the server pages will be provided by CADENAS PARTsolutions.

(e)   CADENAS PARTsolutions intends to provide access to PARTcommunity 24 hours a day, 7 days a week, subject to the following. Company acknowledges that PARTcommunity may, from time to time, be taken offline for maintenance and upgrade procedures. For scheduled maintenance and upgrades, CADENAS PARTsolutions will inform Company in writing 14 days prior to taking PARTcommunity offline. Further, Company acknowledges that, due to the nature of the internet, there are occasions when PARTcommunity access is interrupted by technology failures outside of the control of CADENAS PARTsolutions. Upon such occasion, CADENAS PARTsolutions will take whatever reasonable action possible to restore access as quickly as possible.

(f)   The output files (in CAD model or graphic formats) of the selected e-catalog parts model design will be sent by email, direct download, or other means to the third party in the available format. The number of parts sent during each mailing or other transmission may be limited by Company.

3.   Company Duties

(a)   Company will scan and use commercially reasonable efforts to guarantee that the data and files uploaded to PARTcommunity are free from computer viruses.

(b)   Company will publish catalog data to PARTcommunity in a timely manner.

(c)   In case of functional disturbances on PARTcommunity, Company is obliged to officially report them to CADENAS PARTsolutions by email to support@partsolutions.com .

(d)   At the locations or pages where Company's e-catalog is made available, Company will allow CADENAS PARTsolutions to attach a PARTcommunity logo or reference with a copyright notice, remark, or the like for CADENAS PARTsolutions proprietary technology, as well as a link to further description of CADENAS PARTsolutions services.

(e)   The parties acknowledge and agree that all Company catalog data, including data within .3db and .tab files, in CADENAS PARTsolutions' (PS3) data format, including all intellectual property rights thereto, shall finally and exclusively belong to Company.

(f)   Without prior written consent of CADENAS PARTsolutions, Company and all third parties are strictly prohibited from downloading and/or transferring any files, including but not limited to CAD and graphics files, for use in any new database, library, or website created for use by Company or any third party. Any duplication of Company's PARTcommunity data, in any form, is strictly prohibited.

(g)   CADENAS PARTsolutions' contracts or other terms and conditions (which may include Access and Use Terms and Conditions (as defined below)) for embedded sales configurators and/or CADENAS PARTsolutions viewers or any other CADENAS PARTsolutions technology may apply to users and will, as reasonably determined by CADENAS PARTsolutions, reside in or be linked to or displayed within or from Company's website and/or e-catalog pages. Such links or displays shall clearly display the CADENAS PARTsolutions and/or "powered by CADENAS" text or logo, with the appropriate logo and/or language provided by CADENAS PARTsolutions.

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

4.   CADENAS PARTsolutions Duties

(a)   When Company and third parties access and use the e-catalog for a particular part/product model design on PARTcommunity, the requested standard CAD and graphics format files available on PARTcommunity are interactively produced and delivered (sometimes referred to as "**output**") to such user based, in part, upon their respective configurations, including specific requests as to or selections of certain product features options, sizes, or other variables, as applied to such model design.

(b)   The look and feel of the implementations on the website page or the like (at which the e-catalog on PARTcommunity is accessible and usable) is to be designed by Company within the framework of, and selected from, those options CADENAS PARTsolutions makes available.

(c)   CADENAS PARTsolutions will include Company's digital product e-catalog on PARTcommunity.

(d)   Output received by a user using the e-catalog for a particular part/product model design will be in a CAD software file type or graphic format that is available for a then-current CAD software version or graphic format version (which is separately obtainable by the user, and which the user would separately obtain, so as to open and use the file).

(e)   CADENAS PARTsolutions' obligations may not be subcontracted without the prior written consent of Company, such consent not to be unreasonably withheld or delayed.

5.   Company data access and fees

(a)   Company can read the log file at any time via a password protected configuration tool. With the log file, Company has the capability to retrace how often the data was sent, and how much data was sent. Optionally, other end user data may be captured and made available to Company, at Company's request.

(b)   Company will be charged fees for Ongoing Services, including hosting and measured via part downloads, as further described in Orders.

6.   Payment terms

(a)   Billing occurs according to the terms and conditions described in Orders.

(b)   CADENAS reserves the right to increase prices appropriately, especially in the event of an increase in the consumer price index. In the event of a price increase, the customer will receive a letter with the new prices. If the customer does not object to the new price lists within four weeks after receipt of the letter with the price increase, the new price is considered accepted and can be used as the basis for the next invoice.

7.   Abuse protection

(a)   In order to protect Company from certain data abuse (for example, mass downloading or use of the data in a way that was not intended by Company), Company has the possibility to use PARTcommunity's following protection measures, at no additional charge:

(i)   As indicated in Section 5(a), Company can read the log file at any time via a password protected configuration tool and retrace how often the data was sent, how much data was sent. Company can also change and adjust the protective measures at any time.

(ii)   Notice: The desired protection options must be adjusted by Company via the password protected configuration tool.

(b)   In the event there is suspicion of misuse which can be substantiated or mass download by users of PARTcommunity, CADENAS PARTsolutions has the right to inhibit use by other email addresses or deny further access and will inform Company in writing of the same in a timely manner.

(c)   **Blocking access of email addresses**. Company can block single mail addresses or entire groups such as entire domains (for example, @hotmail.com, @yahoo.com, etc.). These settings are adjusted on the PARTcommunity configuration page accessible by Company. Note that the blocking of email addresses with direct data downloads via portals is not possible at this time.

(d)   Prior to accessing and/or using the e-catalog on PARTcommunity (whether accessing PARTcommunity directly or indirectly through configurators or other applications which make programmatic calls to PARTcommunity), users may be required to click-through certain screens at which linked terms and conditions are accessible and/or click-agree or the like as to terms and conditions on such screen and/or that are linked terms and conditions (collectively, "**Access and Use Terms and Conditions**"). Upon request, CADENAS PARTsolutions will make a sample physical copy of the Access and Use Terms and Conditions available to Company.

8.   GDPR (General Data Protection Regulation) Compliance
#
(a)   The Company is obligated, and agrees to comply with, the European level of data protection and to the updated EU GDPR standard contractual clauses for internal data transfers found here: https://ec.europa.eu/info/law/law-topic/data-protection/international-dimension-data-protection/standard-contractual-clauses-scc_de

(b)   For the purposes of GDPR Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in other countries;

(c)   In order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter (CADENAS PARTsolutions) to the data importer (Company).

(d)   In the event that Company cannot, or does not want to, agree to 8(a), CADENAS PARTsolutions will provide a separate, simplified, GDPR contractual clause agreement that will need to be signed if personal data is to be transferred.

9.   Warranty

(a)   CADENAS PARTsolutions warrants that, for a period of two hundred seventy (270) days from the Effective Date of this Agreement, PARTcommunity will perform in accordance with 2e. In the event that PARTcommunity does not perform in accordance with 2e, then during the two hundred seventy (270) day warranty period CADENAS PARTsolutions shall, at CADENAS PARTsolutions' option, (i) correct any variance between PARTcommunity performance and PARTcommunity documentation; or (ii) refund Company fees hereunder related to such non-performance. The foregoing shall be Company's sole and exclusive remedy for error or defect in PARTcommunity.

(b)   The above warranties are in lieu of all other warranties, express or implied or statutory, which warranties are hereby disclaimed, including the warranty of merchantability and fitness for a particular purpose.

(c)   Disclaimers. EXCEPT TO THE EXTENT EXPRESSLY PROVIDED FOR IN THE AGREEMENT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, CPS 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.

10.   Limitations of Liability; Indemnities

10.1   **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.

10.2   **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 the greater of:

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

(b) $100,000.

10.3   **Exceptions**. However, notwithstanding anything to the contrary in the Agreement, no exclusions of damages or limitations of liability in Sections 10.1 or 10.2 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 Ongoing Services, as applicable.

10.4   **Other Liability-Related Terms and Conditions**.

(a)   Pursuant to this Agreement and as between the parties, Company agrees to be solely responsible for all aspects of the design and configuration of Company's digital parts/products hosted on PARTcommunity.

(b)   As between the parties, Company assumes all risks and liability for results obtained in the use or implementation of the digital parts/products hosted on PARTcommunity, whether such digital parts/products are used singly or in combination with other data.

(c)   Company agrees that CADENAS PARTsolutions shall have no liability to any third party for any damages or losses which might arise directly or indirectly by reason of use of PARTcommunity or the e-catalog or the provision of the Ongoing Services hereunder.

10.5   **Indemnification**

10.5.1   **CADENAS PARTsolutions' Intellectual Property Indemnification and Defense of Company**.

(a)   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 PARTcommunity 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.

(b)   Section 9.5.1(a) (and any other provision herein as to CADENAS PARTsolutions' indemnification and defense commitments with respect to PARTcommunity infringing or allegedly infringing any intellectual property rights of a third party) 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 caused the claim; (ii) use of PARTcommunity in a manner not permitted by the Agreement (including but not limited to Section 2.4(a)(ii)); or (iii) a combination of PARTcommunity with materials not provided by CADENAS PARTsolutions and that combination caused the claim.

(c)   Should PARTcommunity 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 PARTcommunity; (ii) replace or modify some or all of PARTcommunity 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 the greater of: (A)(1) any unused pre-paid fees hereunder and (A)(2) those fees paid for Ongoing Services under this Agreement during the preceding twelve (12) month period, or (B) $100,000.

(d)   This Section 9.5.1 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.

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

10.5.3 **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 2.3(e) or 2.3(g) or 2.3(h) ; or

(b)   Company cannot provide the grant in Section 2.3(b)(ii).

10.5.4 **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.

11. Confidentiality

11.1 **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 Ongoing 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.

11.2 **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.

11.3 **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.

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

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

12. General

(a) This Agreement, together with the Order(s) (or applicable portions thereof), 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 Agreement shall inure to the benefit of and be binding upon the parties and their successors and assigns. Headings are for reference purposes only.

(b) 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.

(c) Company may not assign any of its obligations, rights, or remedies hereunder and any such attempted assignment shall be null and void.

(d) This Agreement 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).

(e) 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 affect 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.

(f) 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.

(g) 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 Order.

(h) Compliance

    (i) Legal Compliance. To the extent applicable hereto to CADENAS PARTsolutions as the provider of the Ongoing 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.

    (ii) 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.

13. Miscellaneous

(a) **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 Ongoing 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. **Insurance**

(a) **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**.**

15. **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.

16. **Export control and compliance with sanctions**

CADENAS is an internationally active group of companies and is therefore obliged to comply with all applicable export control and sanction laws and regulations at all times. CADENAS therefore offers the SERVICE PROVIDER the possibility to use "geo-blocking" and to make its data accessible in a restricted manner

The SERVICE PROVIDER may not make any data available on the portals if this violates export control regulations. If the legal situation changes after the data has been made available, the SERVICE PROVIDER must remove the data from the portal or (if the measure is sufficient) use the "geo-blocking" function. The SERVICE PROVIDER undertakes to take all appropriate and necessary measures to ensure compliance with export control regulations when using its data via the Portals.

By entering into this Contract, the SERVICE PROVIDER confirms that at no time during the performance of the Contract shall it be subject to any economic and/or financial sanctions, regulations, trade embargoes or other restrictive measures imposed or enforced by the European Council, the European Union (including its Member States), the United States of America, the United Nations, the United Kingdom, Switzerland, the Federal Republic of Germany or the Commonwealth of Australia or any of their respective governmental bodies and agencies.

CADENAS and the SERVICE PROVIDER certify that neither it nor any of its affiliates, owners, officers, directors or employees are sanctioned under the European Council Regulations, OFAC's Specially Designated Nationals List ("SDN List") or any other sanctions list of any sanctions authority. CADENAS and the SERVICE PROVIDER certify that neither they nor any of their affiliates are 50 percent or more owned or controlled by entities and/or persons sanctioned under the Council of Europe Regulations, the SDN List or any other sanctions list of a sanctions authority.

The SERVICE PROVIDER shall indemnify CADENAS for any consequential costs and/or damages arising from non-compliance with this clause.

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

[The remainder of this page is intentionally blank]