



## SERVICES AGREEMENT

This Services Agreement (“Agreement”) constitutes an agreement between PartMiner WorldWide Inc. (“PartMiner”) and you (either an individual or single entity) (“Licensee”) regarding access to and use of the PartMiner Services (as defined below). **By accessing or using the Services, you accept and agree to be bound by the terms of this Agreement.**

### 1. DEFINITIONS

1.1 “Affiliate” of a party shall mean any corporation, partnership or other entity that, directly or indirectly, controls, is under common control with, or is controlled by, such party, for so long as such control exists.

1.2 “Authorized User” shall mean Licensee (if an individual) or an employee of Licensee who (i) is authorized to use the Services, (ii) agrees to use the Services in accordance with this Agreement, and (iii) who receives a user name, ID and password for that purpose.

1.3 “Confidential Information” shall mean any information disclosed before or after the date of this Agreement that is confidential to a party, including, without limitation, all ideas, schemas, customer lists, sales and pricing schemes, parts information, password and other access information and credentials, concepts, structures, specifications, documentation, graphics, text, images, audio and/or video components, designs, techniques, drawings, hardware, computer programs (including without limitation software applications and/or code), data, prototypes, processes, technology, know-how, methods of design and/or development, inventions, and/or other technical, business, marketing, planning information and/or data regardless of how such information is transmitted (including orally, and/or in documentary and/or machine-readable form, and/or in the form of samples from which the information may be derived).

1.4 “Data” shall mean shall mean all information, text and other materials included in and made available through the PartMiner Databases, Software or other Services, which may include, without limitation, part numbers, manufacturer identification, part descriptions, pin data, cross-reference data, parts classification scheme, end of life information, datasheets, pricing or availability information.

1.5 “Databases” shall mean PartMiner’s proprietary databases (as a whole and any part of any of them) embodied in any format (including XML Server), including all Data, and any updates, revisions, modifications or derivative works to the Databases and Data.

1.6 “Disclosing Party” means the party whose Confidential Information is revealed to, and/or learned by, the Receiving Party and/or its employees or agents as contemplated by this agreement.

1.7 “Installation Site(s)” shall mean the site(s) at which Licensee may access or use the Services.

1.8 “Intellectual Property Rights” shall mean all rights in inventions, patents, copyrights, database rights, design rights, trade secrets, know-how, trademarks and other intellectual property rights (whether registered or unregistered) and all applications for any of them, anywhere in the world.

1.9 “Receiving Party” shall mean the party who receives or otherwise learns, and/or whose employees or agents receive or otherwise learn, Confidential Information of the Disclosing Party in connection with this Agreement.

1.10 “Services” shall mean access to and use of the specific PartMiner Databases, Software and accompanying documentation made available to you by PartMiner and, for paid subscriptions, as identified on the relevant PartMiner/Licensee Sales Order or equivalent document, in accordance with the applicable license type, and any other services provided by PartMiner to Licensee (including, without limitation, training, installation, strategic

sourcing or procurement, or custom data services).

1.11 “Software” shall mean PartMiner’s proprietary computer software programs, including any hosted application, any PartMiner Updates, and the XML Server.

1.12 “Term” shall have the meaning set forth in paragraph 10.1 below.

1.13 “XML Server” shall mean the PartMiner application that provides XML access to the Databases.

## 2. LICENSE

2.1 Grant. Subject to all of the terms and conditions of this Agreement (including appropriate payment and the License Type), and Licensee complying with all applicable PartMiner processes, procedures and Documentation, and except as otherwise specifically provided, PartMiner hereby grants to Licensee a limited, revocable, nonexclusive, nontransferable, nonsublicensable license during the Term to (i) install, access and/or use the Services, and (ii) to download, use, archive, and copy on a limited basis portions of the Data provided as part of the Services, solely for Licensee’s internal non-commercial purposes and solely in the format delivered to Licensee. Individual and simultaneous User licenses shall only be used for individuals to assist with the performance of their specific job function, and cannot be used to provide services to others within Licensee (e.g. the user cannot be the dedicated person in the company where all information is funneled for keyboard entry or Data access or Services use).

### 2.2 License Types.

2.2.1 Individual License. License for one named Authorized User to use the Services from any computer (certain services may require the license to be locked to one computer). This license cannot be shared with any other users or individuals.

2.2.2 Simultaneous User License. License that allows multiple Authorized Users within the Licensee company to use the Services from any computer, but only one person at a time may be logged on to or otherwise use the Service for each Simultaneous User license. Simultaneous User licenses cannot be shared across sites.

2.2.3 Site License. License for a single Licensee facility or campus within a single zip code (in the US) or a single postal code (outside of the US).

2.2.4 Enterprise License. License that allows all Licensee company Authorized Users worldwide to access and use the Services.

2.3 No Additional Rights. Except as expressly provided in this Agreement, nothing in this Agreement shall operate to assign, license, or otherwise transfer any Intellectual Property Rights or any other rights or interests from PartMiner to Licensee. PartMiner hereby reserves all rights owned or licensable by PartMiner that are not expressly granted herein to Licensee. There are no licenses by implication under this Agreement.

## 3. LICENSE RESTRICTIONS

3.1 Access and Use. Subject to the terms and conditions of this Agreement, only Authorized Users may access and use the Services, and the Services may only be used for Licensee’s internal non-commercial purposes. Licensee and Authorized Users shall not disclose or share any User ID, passwords or other access credentials with any other person. Without limiting the generality of the foregoing, except as specifically set forth in this Agreement, Licensee shall not: (a) market, sell or distribute the Services or any portion of the Services; (b) make the Services or any portion of the Services available to any individuals other than Licensee’s Authorized Users; (c) download, use, modify, archive, publish, transmit, translate, reverse engineer, decompile, disassemble, or create derivative works based upon, the Services; (d) copy the Services, in whole or in part; (e) rent, lease, grant a security interest in, or otherwise transfer or attempt to transfer any rights in or to the Services or any portion of the Services; or (f) remove or deface any legends, restrictions, product identification, copyright, trademark or other proprietary notices from the Services and/or any related documentation. Licensee shall be responsible for each Authorized User’s compliance with this Agreement.

3.2 Unauthorized and Network Uses. Licensee may not access or use (or allow the use by employees who are not Authorized Users) the Services on more designated systems, at more installation sites, or by more Authorized Users, than Licensee has paid for licenses. Licensee shall not disseminate, distribute or publish the Services over a computer network, such as a local area network (LAN), wide area network (WAN), or any other network, unless Licensee has paid the appropriate fees for such use. Unless otherwise agreed, proxy or multi-location

access through a common gateway is not permitted. Unless otherwise agreed, Licensee shall not harvest, sequentially copy or download, crawl, or use other tools or software to extract Data from the Databases, Software or Services. Any XML access shall be on a one part at a time basis.

3.3 Audit Right/Monitoring. PartMiner shall have the right, upon reasonable notice, during normal business hours, to inspect Licensee's computer system(s) and documentation and manuals to ensure compliance by Licensee with the use restrictions contained in this Agreement. Licensee acknowledges and agrees that PartMiner will continually monitor and access non-user-specific traffic and Services access in order to determine whether this Agreement is being complied with, to protect its Intellectual Property, and for Services improvement. Licensee agrees to provide PartMiner with proxy/IP or other verifiable information upon request in order to determine license compliance, facilitate security, and protection of PartMiner' Intellectual Property.

**4. LICENSEE OBLIGATIONS.** In addition to any other obligations identified in this Agreement, Licensee shall have the following responsibilities:

4.1 Access and Security. Licensee shall be solely responsible for all use of the Services (including use by Authorized Users). Licensee agrees to notify PartMiner immediately if Licensee becomes aware of any unauthorized use of the Services (including unauthorized use by Authorized Users or use by unauthorized users).

4.2 Export Controls. Licensee acknowledges that Services (or any portion thereof, including but not limited to the Data and Software) provided under this Agreement may be subject to U.S. export laws and regulations and any use or transfer of such products, software, and technical information must be authorized under those regulations. Licensee agrees that it will not use, distribute, transfer, or transmit any products, software, or technical information obtained hereunder (even if incorporated into other products), except in compliance with U.S. export regulations. If requested by PartMiner, Licensee also agrees to sign written assurances and other export-related documents as may be required to comply with U.S. export regulations.

4.3 U.S. Government Restricted Rights. The United States Government's rights with respect to the Services are limited by the terms of this License Agreement, pursuant to FAR § 12.212(a) and/or DFARS § 227.7202-1(a), as applicable.

4.4 Indemnification. Licensee shall indemnify, defend and hold PartMiner and its Affiliates and subsidiaries, and their respective officers, directors, partners, agents, employees, and licensees harmless from and against any and all claims, damages, liabilities, judgments, costs and expenses (including reasonable attorneys' fees and disbursements) arising out of (a) the use or authorization of use by Licensee, its Authorized Users or any third party of the Services that obtains access through Licensee or an Authorized User, and/or (b) any breach of any representation, warranty or covenant made by Licensee pursuant to this Agreement, or violation of any law or regulation.

## **5. PRICING AND PAYMENT**

5.1 Pricing. Licensee shall pay the applicable subscription fees set forth in the sales order or equivalent document based on the type of Services and the License Type. Access to the Services is conditioned on receipt of full payment. Enterprise or Site license prices are based on Licensee represented size and usage. If the Licensee entity size or actual usage materially changes, PartMiner reserves the right to increase the pricing accordingly retroactive to the date of change.

5.2 Payment. Payment is due in full upon receipt of invoice. Unless otherwise agreed, all subscriptions are annual, payment in advance. Sums unpaid will bear interest at 1.5% per month. Taxes will be added to each invoice when applicable. All subscription fees and other amounts paid for the Services are non-refundable.

5.3 Taxes. Licensee agrees to pay all personal property taxes, ad valorem taxes, sales taxes, use taxes and other taxes which are now or which may hereafter be imposed with respect to the Services other than federal, state and local income taxes in the United States, whether the same shall be payable by or billed or assessed to PartMiner or to Licensee, together with any penalties or interest.

## **6. OWNERSHIP**

As between PartMiner and Licensee, PartMiner is the sole owner of all right, title and interest, including all Intellectual Property Rights in and to the Services, including any deliverables or work product arising out of or provided as part of the Services. Licensee acknowledges that the Services may be protected by United States and international copyright and other intellectual property laws and that Licensee shall obtain no rights or title in the Services, other than as set forth in this Agreement.

## 7. WARRANTIES AND LIMITATIONS OF LIABILITY

7.1 Authority. Each party represents and warrants that it has all requisite corporate power and authority to enter into this Agreement and is fully capable of performing its obligations under, and in accordance with, this Agreement.

7.2 Additional Licensee Warranties. Licensee represents and warrants that it owns or otherwise has the rights to provide any Licensee Materials and combine them with the Services as necessary for PartMiner to provide the Services. Licensee Materials is defined as Licensee intellectual property, data, databases, tools, software, hardware as well as any other pre-existing or newly developed materials provided by Licensee in connection with Licensee's use of the Services.

7.3 Additional PartMiner Warranty. PartMiner represents and warrants that to its knowledge the Services, as delivered to or accessible by Licensee, do not violate any third party copyright rights. The exclusive remedy for violation of this warranty shall be indemnification pursuant to Section 7.4.

7.4 Indemnification. PartMiner hereby agrees to indemnify, hold harmless and defend Licensee from and against any and all claims, damages, costs and expenses, including reasonable attorneys' fees and litigation expenses, arising solely from PartMiner's breach of the representation and warranty in paragraph 7.3 above. If any such claim is raised, or in PartMiner's judgment is likely to be raised, Licensee agrees to allow PartMiner, at PartMiner's option, to: (a) procure for Licensee the right to continued use of the Services; or (b) replace or modify it and/or them in a functionally equivalent manner so as to be non-infringing. If neither of the foregoing is available on terms that are reasonable in PartMiner's judgment, upon the written request of PartMiner: (a) Licensee shall return all portions of the Services (including, without limitation, any Software, Data or Databases) on physical media and purge any back-up copies of the Services from its systems and purge any Data from its systems; (b) Licensee shall cease use of affected Services, including any back-up copies and any related items (e.g. documentation); and (c) this Agreement shall terminate immediately. If such a request is made by PartMiner, in lieu of terminating this Agreement, PartMiner may refund a prorated amount of the remaining subscription rate paid by Licensee under this Agreement.

7.5 Exclusion. PartMiner shall have no obligation under paragraph 7.4 with respect to any claim of violation of any third party's rights based upon Licensee's use or modification of the Services or the combination or use of the Services with other data or software in a manner not expressly authorized under this Agreement. Section 7.4 states the sole obligation and exclusive liability of PartMiner, its affiliates, licensor's and vendors, and Licensee's sole recourse and remedy, for any infringement or claim of copyright, trademark, patent, trade secret or other intellectual property right infringement of the Services provided pursuant to this Agreement.

7.6 **DISCLAIMER. EXCEPT AS EXPRESSLY PROVIDED IN PARAGRAPH 7.3, LICENSEE ACKNOWLEDGES AND UNDERSTANDS THAT THE SERVICES ARE PROVIDED "AS IS" AND WITHOUT WARRANTY BY PARTMINER OR ITS THIRD PARTY PROVIDERS OF ANY KIND AND, TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, PARTMINER AND ITS THIRD PARTY PROVIDERS EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTY OF NON-INFRINGEMENT. FOR CLARIFICATION PURPOSES, AND WITHOUT LIMITATION, THERE IS NO WARRANTY THAT THE SERVICES WILL MEET LICENSEE'S REQUIREMENTS, OR THAT LICENSEE'S ACCESS TO THE SAME WILL BE UNINTERRUPTED OR ERROR-FREE, AND NEITHER PARTMINER NOR ITS THIRD PARTY PROVIDERS WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SERVICES WITH RESPECT TO PERFORMANCE, ACCURACY, RELIABILITY, SECURITY, CAPABILITY, CURRENTNESS OR OTHERWISE. LICENSEE WILL NOT HOLD PARTMINER AND/OR ITS THIRD PARTY PROVIDERS RESPONSIBLE FOR ANY DAMAGES THAT RESULT FROM LICENSEE'S USE OF THE SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY INFECTIONS OR CONTAMINATIONS OF LICENSEE'S COMPUTERS, WHICH MAY RESULT FROM SAID USE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ANY PERSON SHALL CREATE A WARRANTY IN ANY WAY WHATSOEVER RELATING TO PARTMINER AND/OR ITS THIRD PARTY PROVIDERS.**

7.7 **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, NEITHER PARTY (INCLUDING PARTMINER'S THIRD PARTY LICENSORS OR PROVIDERS) SHALL BE LIABLE TO THE OTHER PARTY (OR TO ANY PERSON CLAIMING RIGHTS DERIVED FROM THE OTHER PARTY'S RIGHTS) FOR INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND -- INCLUDING LOST REVENUES**

**OR PROFITS, LOSS OF BUSINESS AND LOSS OF DATA -- IN ANY WAY RELATED TO THIS AGREEMENT (INCLUDING WITHOUT LIMITATION AS A RESULT OF ANY BREACH OF ANY WARRANTY OR OTHER TERM OF THIS AGREEMENT OR AS A RESULT OF NEGLIGENCE OR BREACH OF STATUTORY DUTY), REGARDLESS OF WHETHER THE PARTY THAT IS LIABLE OR ALLEGEDLY LIABLE WAS ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY THEREOF. IN NO EVENT SHALL EITHER PARTY'S TOTAL LIABILITY UNDER THIS AGREEMENT FOR ANY REASON EXCEED THE FEES PAID OR RECEIVED BY THAT PARTY.**

7.8 Notwithstanding anything in this Agreement to the contrary, the limitations and disclaimers of liability and remedies set forth in this Section 7 shall not apply to, or in any way limit the potential damages recoverable as a result of, (a) any claims by PartMiner and/or its Affiliates against Licensee or its Authorized Users for unauthorized use or disclosure of Confidential Information, (b) for Licensee's or its Authorized User's infringement and/or misappropriation of PartMiner's and/or its Affiliates' Intellectual Property Rights, or (c) Licensee's or its Authorized Users' gross negligence, willful misconduct or violation of law.

## **8. CONFIDENTIALITY**

8.1 Licensee's Obligations. Licensee acknowledges that, except as provided in paragraph 8.3, the Services, including without limitation the Data, Databases, and Software, and any information or documentation provided by PartMiner relating thereto, including all User IDs, passwords and other access credentials, as well as any information concerning the business of PartMiner, shall be treated as Confidential Information of PartMiner, and Licensee agrees to keep such information strictly confidential. Licensee agrees that it shall not use any such information for any purpose not expressly authorized by this Agreement. Without limiting the generality of the foregoing, Licensee agrees not to disclose such information to any person or entity other than, on a need to know basis, Licensee's employees and agents who are under a duty to Licensee not to disclose such information. Licensee agrees to instruct such employees, agents and Authorized Users as to the appropriate steps to be taken to satisfy Licensee's obligations hereunder, and shall be responsible for the employees' and agents' compliance with the terms of this Agreement. Licensee agrees that it will promptly inform PartMiner of any conduct by any party inconsistent with these provisions and will take all reasonable and lawful steps to terminate such conduct. Licensee shall indemnify and hold PartMiner harmless from any loss, damage or expense incurred by PartMiner as a result of any breach by Licensee, its employees, agents or Authorized Users of the confidentiality provisions of this Agreement.

8.2 PartMiner's Obligations. PartMiner acknowledges that, except as otherwise provided, it may have access, pursuant to this Agreement, to documents and information that comprise and/or contain valuable and Confidential Information of Licensee, and PartMiner agrees to keep such information strictly confidential. PartMiner agrees that it shall not use any such information for any purpose not expressly authorized by this Agreement. Without limiting the generality of the foregoing, PartMiner agrees not to disclose such information to any person or entity other than PartMiner's employees or agents who are under a duty to PartMiner not to disclose such information. PartMiner agrees to instruct such employees and agents as to the appropriate steps to be taken to satisfy PartMiner's obligations hereunder. PartMiner agrees that it will promptly inform Licensee of any conduct by any party inconsistent with these provisions and will take all reasonable and lawful steps to terminate such conduct.

8.3 Exceptions. The foregoing obligations of confidentiality shall not apply to any Confidential Information to the extent such information: (a) is or becomes freely and generally available to the public through no fault of the Receiving Party; (b) was or is already known to the Receiving Party, as supported by reasonable evidence; (c) was or is disclosed to the Receiving Party by a third party who in making such disclosure breaches no obligation of confidentiality; (d) was or is independently developed by the Receiving Party, as supported by reasonable evidence or (e) is required to be disclosed by law, subpoena or other process, so long as the Receiving Party first gives the Disclosing Party notice of the required disclosure and reasonably cooperates with the Disclosing Party, at the Disclosing Party's sole expense, in seeking reasonable protective arrangements with respect to such Confidential Information. In no event shall the Receiving Party's or its Affiliates' cooperation with the Disclosing Party require the Receiving Party or any of its Affiliates to take any action that, on the advice of their counsel, could result in the imposition of any sanctions or other penalties against them.

8.4 Return. Upon termination of this Agreement for any reason, upon request, each party agrees promptly to return or, at the other party's option, delete or destroy, all Confidential Information and copies thereof of the other party.

## **9. PART PURCHASES**

9.1. If Licensee, using PartMiner's sourcing services (accessed through inquiry from, or submitting Requests For Quote ("RFQs") through, PartMiner's website or any Databases or Software), purchases electronic

component parts from PartMiner, the purchase shall be subject to PartMiner's Standard Terms and Conditions of Part Sales, currently located at [www.partminer.com/main/termsandconditions](http://www.partminer.com/main/termsandconditions) and incorporated herein by reference.

9.2 If Licensee has subscribed to PartMiner's PowerBuyer™ solution, including access to PartMiner's strategic sourcing services, Licensee can search for parts in PartMiner's PowerBuyer database to review information contained in the database relating to recent pricing and inventories and obtain technical data. Subscribers can also reasonably submit requests for quotations (RFQs) directly through PowerBuyer to PartMiner for parts they intend to purchase, and then PartMiner will reasonably attempt to locate inventories and obtain competitive bids around the world for those parts. Subscribers may then purchase these parts from PartMiner as set forth in this Agreement.

## 10. TERM AND TERMINATION

10.1 Term. Unless otherwise mutually agreed to in writing, the Term of any Services subscription under this Agreement shall be one year from the date of the applicable order. Non-subscription Services shall continue until completed or until terminated by either party.

10.2 Termination. For paid Services, if Licensee breaches this Agreement, PartMiner may terminate this Agreement upon thirty (30) days prior written notice to Licensee (ten (10) days written notice in the event of Licensee's failure to pay). In addition, PartMiner may terminate this Agreement immediately in the event that Licensee ceases to function as a going concern, is adjudged a bankrupt or makes an assignment for the benefit of creditors. PartMiner may terminate any non-paid Services at any time. Notwithstanding the above, unauthorized access to the Services, crawling, harvesting, or other improper access to or copying of the Data and Services, shall also subject the Agreement and any subscription to immediate termination. These rights of termination shall be in addition to, and not in lieu of, PartMiner's right to collect interest and costs of collection, and any other remedies available to it.

10.3 Licensee's Continuing Obligations. Upon termination of any Services subscription, Licensee shall: (a) discontinue all use of the Services; (b) as applicable, return the Software, Databases and Data on physical media (e.g., CDs, magnetic tape or FTP file), and any items relating thereto (e.g. documentation), unless PartMiner requests that such items be destroyed; (c) purge all copies (backup or otherwise) of the Services and any portions thereof and any items relating thereto (including documentation) from Licensee's systems; and (d) provide written certification to PartMiner that all aspects of the Services have been returned or destroyed.

10.4 Survival. Sections 1, 4.4, 6, 8, 10.3, 10.4, 12 and 13, and any other provisions which, by their terms, are intended to survive, shall survive the termination of this Agreement.

## 11. TECHNICAL SUPPORT

PartMiner shall provide technical support for the Services during normal business hours, during normal business days (excluding holidays) through the following methods: email and telephone. Live chat may also be available. All support shall be provided in accordance with, and subject to Licensee's compliance with, PartMiner's then standard support policies and procedures.

## 12. THIRD PARTY SOFTWARE

To the extent you are purchasing a third-party software license or subscription from or through PartMiner, the license or subscription shall be governed exclusively by the third-party's terms and conditions. This Agreement is not applicable to the third-party license or subscription, and Licensee agrees not to bring any claims against PartMiner, and will indemnify PartMiner for any claims, arising out of or related to the third party license or subscription.

## 13. MISCELLANEOUS

13.1 Relationship. Nothing in this Agreement shall be deemed to create a partnership or joint venture of any kind between Licensee and PartMiner.

13.2 Assignment. PartMiner may assign any or all of its rights hereunder to any company, partnership or other entity. Licensee may not, without the prior written consent of PartMiner, assign or transfer this Agreement or any of its rights or obligations hereunder.

13.3 Governing Law. All questions concerning the validity, operation, interpretation, and construction of this Agreement shall be governed by and determined in accordance with the laws of the United States and the State of Colorado, without regard to the choice of law and conflict of laws provisions thereof and excluding the 1980 United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information

Transactions Act. The parties agree any suit brought in connection with this Agreement shall be brought in the federal or state courts in the City and County of Denver, Colorado, USA. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY OBJECTION TO VENUE, INCLUDING AN OBJECTION BASED ON THE GROUNDS OF FORUM NON CONVENIENS, THAT SUCH PARTY NOW HAS OR HEREAFTER MAY HAVE TO THE BRINGING OF ANY ACTION OR PROCEEDING IN SUCH JURISDICTION.

13.4 Notices. All notices and other communications required or permitted to be given by one party to another in connection with this Agreement with regard to paid Services or with regard to notice to PartMiner shall be in writing and served upon such party via a nationally recognized overnight courier with tracking capability. Notice to PartMiner shall be addressed as follows. Notice to Licensee shall be made to the address identified in the Sales Order.

**To PartMiner:**  
PartMiner WorldWide Inc.  
7807 E. Peakview Ave.  
Suite 400  
Centennial, CO 80111  
Attn: General Counsel

Licensee must promptly notify PartMiner if its address for notice changes. For non-paid Services, PartMiner will reasonably notify Licensee, but no notice from PartMiner is required.

13.5 No Waiver. Neither party shall, by mere lapse of time, without giving notice or taking other action hereunder, be deemed to have waived any breach by the other party of any of the provisions of this Agreement. Further, the waiver by either party of a particular breach of this Agreement by the other shall neither be construed as nor constitute a continuing waiver of such breach or of other breaches of the same provision or any other provision of this Agreement.

13.6 Force Majeure. Except for Licensee's obligation to make payment hereunder, neither party shall be in default if its delay or failure to perform any obligation hereunder is caused solely by supervening conditions beyond that party's reasonable control, including acts of God, civil commotion, strikes, labor disputes, and governmental demands or requirements; provided that, in order to be excused from any such delay or failure to perform, such party must act diligently to remedy the cause of such delay or failure.

13.7 Severability. If any provision of this Agreement is held to be unenforceable, invalid or illegal by any court of competent jurisdiction, such unenforceable, invalid or illegal provision shall not affect the remainder of this Agreement.

13.8 Multiple Counterparts. This Agreement may be executed in several counterparts, all of which taken together shall constitute one single agreement between the parties.

13.9 Complete Agreement, Amendments. This Agreement constitutes the complete and exclusive statement of agreement among the parties with respect to the subject matter hereof and replaces and supersedes all prior and contemporaneous written and oral agreements, negotiations, discussions or statements by and among the parties. This Agreement may be amended only by a subsequent writing that specifically refers to this Agreement and that is signed by both parties. No other act, document, usage, or custom, including any printed terms and conditions contained in any purchase order, shall be deemed to amend this Agreement.

13.10 Compliance with Laws. In the performance and/or exercise of its respective rights and obligations under this Agreement, Licensee shall comply with all applicable legal requirements (including all anti-bribery, export control, and immigration laws and regulations of the United States and other applicable countries).