



## USER TERMS AND CONDITIONS

Following are the Perfect Parts Corporation standard user terms and conditions for Usage of the Products and by accessing the Products User accepts and agrees to be bound by the terms of the Agreement.

### DEFINITIONS;

“Agreement” means or includes these; Perfect Parts Corporation standard user terms and conditions together with the Privacy Policy. Product trial period also falls under this section of the agreement and shall be considered as such by both parties.

1.1 “Affiliates” means any entity that owns, is owned by or is under common ownership of either a holding company or any of the subsidiaries of either party; where “ownership” or any other form of the word “ownership” means the ownership of more than 50% ownership of the assets or stock of an entity, with control of the day-to-day operations.

### 1.2 “Product(s)”

“Product(s)” Means information, data, databases, standards, or documents and web tools, search engines, software for accessing Products (including but not limited to Part Numbers, datasheets, EOL information, Cross Reference information, Images, Displays, Environmental, Rohs, Reach, Conflict Mineral information, NSN, Cage Codes, Harmonization Codes, Proprietary documentation & user guides, and other proprietary tools therein. Perfect Parts Corporation reserves the right to replace or make any changes to the Product(s) without prior written notice to the user.

### 2. User Terms and Conditions for Usage of the Website and /or INTELLECTUAL PROPERTY RIGHTS

Subject to the terms of the Agreement, Perfect Parts Corporation hereby grants the user a **personal, non-exclusive, non-transferable, revocable access to the Product(s), for its internal business use only and not for display on members websites or affiliate companies. Client may not copy, distribute, republish, display publicly (regardless if behind a login), transfer any rights, sell, license, lease, give, remove any proprietary legends or markings, datasheets or other related data in ordinance of Perfect Parts Corporations sites, permanently retain, decompile, reverse engineer, disseminate, assign (whether directly or indirectly, by operation of law or otherwise), transmit, scan, or otherwise reproduce, disclose or grant a security interest in or make available to others, except as specifically authorized in writing by Perfect Parts Corporation.** User may create reports using the Product for its internal use only. User undertakes that such work shall (i) be insubstantial and de minimis in nature; (ii) not be primarily copy(s) of the Product; (iii) not be for commercial purpose (iv) *“Includes content supplied by Perfect Parts Corporation and affiliated partners whom obtain Copyright © where all rights are reserved”*. User undertakes to use the web tools, search engines or software where provided, only for the purpose of accessing the Products and shall not be entitled to any technical support in relation thereto. User acknowledges that Products comprise valued proprietary and commercial information of Perfect Parts Corporation and third party providers and are the property of Perfect Parts Corporation and those third party Providers and nothing in this section shall operate so as to vest in the User to any proprietary rights in the Work or the Products. User undertakes to take any and all actions that may reasonably be required by Perfect Parts Corporation to protect Perfect Parts Corporation’s and/ or third party providers proprietary and/or intellectual property Rights.

### 3. CONFIDENTIALITY

Where either party ("Discloser") provides the other ("Recipient") with Confidential Information, it shall be held in strict confidence and shall not be disclosed or used for any purpose other than as specifically authorized/ provided in the Agreement without the prior written consent of the other. "Confidential Information" means: (a) Products, documentations, Perfect Parts Corporation methodologies; (b) any Discloser business information, including products, services, prices, marketing plans, business process management, analytics technologies, business opportunities, customers, or personnel; (c) any other information specifically designated as confidential or proprietary; or (d) any information that by its nature, Recipient knows or should know is confidential or proprietary. Confidential Information shall not include information: (i) which is or becomes public knowledge other than by a breach of this clause, (ii) that is required to be disclosed by any applicable law or by any recognized stock exchange, and (iii) information which can be shown to have been independently developed by the parties by means other than through its access to the Confidential Information, provided however Products and services methodologies shall remain confidential in perpetuity. Similar competitive products cannot be produced for at least 5 years after the end of the term of this agreement. User will be solely responsible for the use of the Products. The limitations set forth in this section will apply to (i) damages related to death or personal injury arising out of the negligence or willful act of the other Party; and (ii) any damages or liability incurred as a result of fraud or fraudulent misrepresentation of the other Party.

#### 4. WARRANTIES AND DISCLAIMERS

The Product(s) provided here are provided "AS IS". Perfect Parts Corporation and its third party providers disclaim all other express or implied warranties, whether statutory or otherwise, arising from course of dealing or otherwise, including without limitation terms as to quality, completeness, accuracy, error-free, merchantability, fitness for a particular purpose and no infringement.

#### 5. INDEMNIFICATION

Perfect Parts Corporation will not indemnify and defend user from and against any third party claims alleging that Product(s) used in accordance with these terms and conditions infringe or misappropriate any third party intellectual property rights including any copyright, trademark or trade secret in the country(s) of User's locations as users and included in the Registration Form ("Infringement Claim"). In case where such issues arise "User" must provide prompt written notice and sole control of the defense or settlement of such claims and must provide this information to Perfect Parts Corporation. Perfect Parts Corporation will have no liability under this section if Infringement Claim arises as a result of (i) the incorporation of any feature or information provided by or requested by user or affiliates into a Product or product(s) by Perfect Parts Corporation or its providers;; (ii) the combination of Product with any third party software, equipment or information by the user or by Perfect Parts Corporation or its providers;; (iii) the use of a version of a Product other than the then-current version, if the Infringement Claim would have been avoided by use of the then-current version and Perfect Parts Corporation informed user (iv) user 's misuse of the Product or failure to protect by Perfect Parts Corporation or its providers. Perfect Parts Corporation at its full discretion may terminate user and/or the Agreement. This section states the entire liability of Perfect Parts Corporation and the user's sole and exclusive remedy for any infringement of third party proprietary rights of any kind. User will indemnify, defend and hold the other Party harmless from any claim, demands, liabilities, suits or expenses of any kind for personal injury or damage to tangible property to the extent arising from its negligence or willful misconduct on the other Party's premises. Perfect Parts Corporation can however hold "user" liable for (v) user's misuse of the Product or failure to protect by Perfect Parts Corporation or its providers Confidential Information as required herein.

#### 6. LIMITATION OF LIABILITY

Except for User breach of User Terms and Conditions and restrictions as contained in the Agreement; (a) in no event will Perfect Parts Corporation, its third party providers be liable for: (i) any indirect, special, punitive, or consequential damages of any kind or nature whatsoever, suffered by any party including Perfect Parts Corporation's third party providers; or (ii) any loss of actual or anticipated profits, revenue, savings or business or other economic loss; or (iii) loss of data or information; or (iv) loss of good will or reputation; or (v) business interruptions; and (b) unless otherwise provided by law, each Party's. The limitations set forth in this section and the Confidentiality Section will apply to (i) damages related to death or personal injury arising out of the negligence or willful act of the other Party; and (ii) any damages or liability incurred as a result of fraud or fraudulent misrepresentation of the other Party.

## 7. TERMINATION

Subject to the provisions of the Agreement, either Party may terminate Usage. (a) if the other party commits any material breach under these terms and conditions and fails to remedy such breach within thirty (30) days of written notice thereof; or (b) at any time with or without cause by giving thirty (30) days prior written notice of termination prior to the effective date of such termination. Upon the expiry or termination of the User Registration Form and/or the Agreement, User represents and warrants (i); discontinue all use of Product; ii) Provide a notarized written certification to Perfect Parts Corporation that Client has complied with this section.

## 8. MISCELLANEOUS

These terms and conditions together with the Privacy Policy sets forth the entire agreement between the parties and supersedes any and all prior proposals, agreements or communications, written or oral, of the parties with respect to the subject matter hereof Perfect Parts Corporation may, for the auditing purposes only, request the User to provide the necessary information and documents related to User's compliance with the Agreement. Neither party shall be in breach of the Agreement nor liable for delay in performing, or failure to perform, any of its obligations hereunder except for payment for any Products if such delay or failure result from events, circumstances or causes beyond its reasonable control. User may assign the rights and obligations under the Agreement to any third party (whether directly or indirectly, by operation of law or otherwise) only with the prior written consent of Perfect Parts Corporation. Perfect Parts Corporation may impose appropriate security measures to ensure compliance with the Agreement. The Agreement will be construed under the laws of California and each Party hereby submits to the exclusive jurisdiction of California Courts. The parties hereby disclaim the application of the 1980 U.N. Convention on Contracts for the International Sale of Goods. If any provision of the Agreement is found invalid or unenforceable by an arbitrator or a court of competent jurisdiction, the remaining portions will remain in full force and effect. User agrees to comply with all US Export laws and regulations and prior to export or re-export, it will obtain any licenses that may be required under the applicable laws of the U.S. and hold Perfect Parts Corporation harmless for User's failure to properly do so. Both parties represent and affirm that they are aware of, understand, and will comply with all applicable country laws and regulations relating to anti-corruption and anti-bribery. User further agrees that (i) the U.S. Government's rights with respect to the Product(s) are limited pursuant to FAR § 12.212(a) and/or DFARS § 227.7202-1(a), as applicable; and (ii) details of User and Authorized Users and payment record may be submitted to other third parties for the purpose of validating User's Usage of any applicable trade organization and for compiling a list of Perfect Parts Corporation's Users. Any cause of action arising under this Agreement shall be asserted within 6 months of the date upon which such cause of action accrued, or the date upon which the complaining party should have reasonably discovered the existence of such cause of action, whichever is later. The terms and conditions of the Agreement will survive the expiration or other termination to the fullest extent necessary for their enforcement and for the realization of the benefit thereof by the Party in whose favor they operate. No term of the Agreement is intended to confer a benefit on or to be enforceable by, any person who is not a party to the Agreement.

## 11. FOREIGN CORRUPT PRACTICES ACT

Company acknowledges that under the laws of the U.S., it is unlawful for Perfect Parts Corporation, its divisions, clients, subsidiaries and representatives, directly or indirectly, to make any payment or to give anything of value to any foreign official (other than a foreign official whose duties are essentially ministerial or clerical) or to any foreign political party, any official of a foreign political party or any candidate for foreign political office for the purposes of influencing any action or failure to take action on the part of such person in connection with the obtaining, retaining or directing of business to any person or company. Company will not, directly or indirectly, make any such payment while this Agreement is in effect.