

END USER LICENSE AND DATABASE DOWNLOAD AGREEMENT

Attention:

ACCEPTANCE OF THE AGREEMENT

This End User License and Database Download Agreement (“Agreement”) is a legal agreement between you, either an individual person or a single legal entity (the “Customer”), and PARTsolutions LLC (the “Licensor”). The software technology and database services associated with this Agreement includes internet related services, design materials and related information, and “Supplier CAD Models.” Supplier CAD Models are defined as files that contain specification information for parts that are capable of being downloaded and incorporated into your own engineering drawings and designs. Supplier CAD Models along with the software technology and database services associated with this Agreement are collectively defined as the “Software.”

TO ENTER INTO THIS AGREEMENT, YOU MUST REGISTER BY FILLING OUT THE ASSOCIATED CREATE ACCOUNT PAGE. YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT BY CHECKING THE “I HAVE READ THE END USER LICENSE AND DATABASE DOWNLOAD AGREEMENT AND I ACCEPT IT” ON THE CREATE ACCOUNT PAGE, AND SUBSEQUENTLY CLICKING ON THE “SUBMIT” BUTTON, BY USING THE SOFTWARE AND BY DOWNLOADING USER MODELS.

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1. GRANT OF LICENSE. Provided you comply with all terms and conditions of this Agreement, this Agreement grants you the following rights:

1.1 You may use the Software in accordance with the end user license agreement that accompanied your CAD System software.

1.2 You may copy and modify the Supplier CAD Models available as part of the Software and distribute such Supplier CAD Models along with your modifications for use by other licensees of the applicable CAD System, but for internal use only, and not in violation of the limitations set forth in this Agreement.

1.3 You are entitled to navigate and or search the database and store a selection of the search data on the hard disk of your own computer for internal use only.

2. PROHIBITED USES. You are strictly prohibited from using the Supplier CAD Models in one or more of the following ways:

2.1 The storage on additional notebooks, networks, or on computers not operating in your internal network.

2.2 The use of the Supplier CAD Models 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.

2.3 Further reproduction of Supplier CAD Models for commercial purposes or storage of the Supplier CAD Models in their own archive even if only intended for daily, routine use.

2.4 You are not licensed to do any of the following:

2.4.1 Relinquish, or release Supplier CAD Models to the public.

2.4.2 Sell, resell, license, rent, lease, lend, or otherwise transfer for value, the Supplier CAD Models.

2.4.3 Distribute the Supplier CAD Models as part of any product or service.

2.4.4 Copy or post any Supplier CAD Models on any network computer or broadcast Supplier CAD Models in any media.

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3.1 All rights and title to all intellectual property, including but limited to copyrights, patents and trademarks, in and to the Software and Supplier CAD Models are owned by PARTsolutions LLC, its suppliers, or parties that provide part information, including Cooper B-Line, Inc. All rights and title in and to the content which may be accessed through use of the database is the property of the respective owner and may be protected by applicable copyright or other intellectual property laws and treaties. All rights not expressly granted are retained by Licensor, its suppliers, and/or parties that provide part information.

3.2. The translation, processing, composition, and other changes to the Supplier CAD Models require the Licensor's permission. The composition of summaries (abstracts) that substitute for the knowledge of the original User Model is prohibited.

3.3 You shall not remove copyright notes, brand logotypes, or other protected items from the database of Supplier CAD Models. You may not reverse engineer, decompile or disassemble the Software.

3.4 Any violation of these conditions of use and/or any attempt to bypass the access safety barriers will constitute a violation of the copyright and other intellectual property rights.

4. Technical standards.

4.1 You are responsible for all required equipment and for the connection between your computer and the Licensor's server.

4.2 Licensor is entitled, if necessary, to carry out maintenance operations on the server and the database at anytime, even during operating hours. This may cause disturbances in accessing and/or downloading the data and Supplier CAD Models. In this case, the Licensor does not assume any liability.

5. Obligations of the Customer.

5.1 You must use the Software properly. In particular, you will:

5.1.1 Not abuse access to the database and Supplier CAD Models, especially if in violation of the conditions stated in Section 2; and specifically not with any automated procedure to perform multiple downloads in rapid succession or to achieve a mass download of Supplier CAD Models.

5.1.2 Adhere to the basic principles of data security for the protection of the Supplier CAD Models.

5.1.3 Maintain virus protection on your computer and network for ingoing and outgoing e-mails and database downloads.

5.1.4 Comply with all applicable laws regarding use of the Software and Supplier CAD Models.

5.1.5 Immediately report to the Licensor any misuse of, indication of misuse of, any recognizable fault in, or damage to the database or Supplier CAD Models.

5.2 You shall ensure that third parties not authorized by Licensor to access the database are not given access to the copies or knowledge of the contents of the data in the database, including Supplier CAD Models. Licensor has the right to suspend or terminate access to the database or to take other precautions and investigate any discrepancies should reasonable suspicion of abuse or contract violation arise.

6. Use of Customer's data, privacy, and data protection.

6.1 The Licensor will keep a record of your use and account information.

6.2 In accordance with the Federal Data Protection Law, you are hereby informed that Licensor will store and process your full address and other contract specific details in machine readable form and will process them for the purposes stated in Section 6.3.

6.3 Licensor has the explicit right to pass on all data provided by you to applicable software related CAD System Software providers, part manufacturers and other third parties for advertisement and/or marketing and opinion research purposes.

6.4 You explicitly accept Licensor's right to use your data according to Section 6.3, *unless* you revoke these privileges at any time by delivery to Licensor of written notice. Licensor's right to use this data is negated from the time of notification forward, provided, however that continued use of the

data by third parties to whom the data was previously passed on may not be terminated upon receipt by Licensor of such notice from you.

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9.2 You agree to be solely responsible for the design, repair and configuration of any equipment, machinery, systems and/or products derived from utilization of the Software and Supplier CAD Models. You assume all risk and liability for results obtained by the use or implementation of the Supplier CAD Models in any way influenced by the use of the Software or the provision of services, whether such designs are used singly or in combination with other designs or products.

9.3 Your exclusive remedy for any damages suffered by you arising out of this Agreement shall be return of the price paid to Licensor (if any) for the Software.

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