

PARTSBOARD Account Conditions and Terms (PACT)

Version 1.0, effective September 15, 2014

Thank you for choosing PARTSBOARD!

This is an Agreement between you together with the company or organization you represent and act on behalf (in the following “you”), and the PARTSBOARD GmbH (Kreckestr. 5, 80997 Munich, Germany; in the following “PARTSBOARD”). It describes your rights and responsibilities to the use of PARTSBOARD’s services as defined in section 1.1. You should read the entire Agreement because all of the terms are important and together create a legal Agreement that, once accepted by you, applies to you and the company or organization you represent.

1. Scope, representation and acceptance

1.1 Services covered

This Agreement covers all services reachable through PARTSBOARD’s websites, incl. but not limited to “Supply Chain Communications” (in this Agreement collectively named “Services”). When using the Services, you must abide by the “PARTSBOARD Account Conditions and Terms” (in the following “PACT”). Some Services may have additional agreements. These agreements are not overturned by the PACT and in question of discrepancy the clause in the Services-specific agreement is valid.

1.2 Representation of your company

PARTSBOARD provides professional services to organizations and not to individual users. Therefore, we can assume that you always act on behalf and in the name of a company or an organization whenever you use the Services. By accepting the PACT you confirm, that you rightfully represent this company or organization and that you are eligible to conduct business with third parties on behalf and in the name of this company or organization.

1.3 Acceptance of the PACT

You accept the PACT by using or accessing the Services, or by agreeing to these terms where the option is made available to you in the user interface. You agree to abide by the PACT without modification by you. If you do not agree, you must not use the Services.

1.4 Changes of the PACT

From time to time, PARTSBOARD may change or amend the PACT. If we do, we will notify you, either through the user interface, in an email message, or through other reasonable means. If you use the Services after the date the change becomes effective, you consent to the changed terms. If you do not agree to the changes, you must stop using the Services, cancel any paid Services, and close your PARTSBOARD account. Otherwise, the new terms will apply to you.

2. Services

2.1 Access to the Services

All Services are provided through the internet and/or telephone. You are fully responsible for all of your efforts to connect to, access and work in the internet and/or to make and receive phone calls. All costs associated with these efforts are at your own responsibility (such as fees for Internet access, Wi-Fi providers or telecommunication providers, data and voice roaming fees, SMS fees).

PARTSBOARD may send you messages, notifications, emails and other information. Any costs for receiving and reacting on those communications are in your responsibility and at your own cost.

2.2 Changes to the Services

We continuously work to improve the Services and may change the Services at any time. We may release the Services or their features in a beta version, which may not work correctly or in the same way the final version may work. From time to time we may stop providing portions of the Services. We may do so, for example, if it is no longer feasible for us to provide a Service, the technology advances, customer feedback indicates a change is needed, our agreements with third parties no longer permit us to make their material available, or external issues arise that make it imprudent or impractical to continue.

2.3 Services disruptions and backup

We strive to keep the Services up and running; however, all online services suffer occasional disruptions and outages, and PARTSBOARD is not liable for any disruption or loss you may suffer as a result. You should regularly backup the Content that you store on the Services. Having a regular backup plan and following it can help you prevent loss of your Content.

2.4 Support

Customer support for the Services is available via the PARTSBOARD website (<http://www.partsboard.com>).

2.5 Notices and notifications

You consent to PARTSBOARD providing you notifications about the Services or information the law requires us to provide via email to the address that you specified when you signed up for your PARTSBOARD account. Notices emailed to you will be deemed given and received when the email is sent. If you do not consent to receive notices electronically, you must stop using the Services.

2.6 No cooling off period

When you request a Service from us, you agree that we may begin to provide the Services immediately. You won't be entitled to a cancellation or "cooling off" period, except if the law requires a cooling off period.

2.7 Canceling the Services

You may cancel the Services at any time, with or without cause. For information and direction on how to cancel your Services please refer to the PARTSBOARD support (support@partsboard.com). You should refer back to the offer describing the Services as (i) you may not receive a refund at the time of cancellation; (ii) you may be obligated to pay

cancellation charges (iii) you may be obligated to pay all charges made to your billing account for the Services before the date of cancellation; or (iv) you may lose access to and use of your account when you cancel the Services. If you cancel, your Services will end at the end of your current Service period or, if we bill your account on a periodic basis, at the end of the period in which you canceled.

3. PARTSBOARD account

3.1 Definition of the PARTSBOARD account

The PARTSBOARD account is a service that lets you sign in to PARTSBOARD products, websites, and services. When creating a PARTSBOARD account we ask you to provide certain information, such as the company name and address, your name, corporate function, email address, phone number, and security information such as a password. The email address that you use to create your PARTSBOARD account is unique to you and serves as your account name for as long as your PARTSBOARD account is still active.

PARTSBOARD account holders may need to periodically provide security information to continue using their PARTSBOARD account. You must also sign in to your PARTSBOARD account periodically, at a minimum every year, to keep services associated with your PARTSBOARD account active, unless provided otherwise in an offer for a paid portion of the Services. If you do not sign in during this period, we will close your account (which means you won't have access to the Services and the Content stored in your account). If your Services are canceled, we will delete information or Content (as defined below) associated with your PARTSBOARD account, or will otherwise disassociate it from you and your PARTSBOARD account, unless the law requires us to keep it.

You are responsible for keeping your account information and password confidential and you are responsible and liable for all activity that occurs under your PARTSBOARD account.

3.2 Denial of access

If you have forgotten your password or otherwise cannot access your PARTSBOARD account, you can recover your PARTSBOARD account by utilizing the respective link on our website (e.g. marked as "Can't login"). We will do our best to help you recover your PARTSBOARD account; however we cannot guarantee that your PARTSBOARD account will be restored or your Content will be recovered.

4. Content

4.1 Ownership of Content

"Content" describes any form of information that you provide, store and share in the Services, such as files, texts, documents, photos, videos and communication streams. For all Contents, except for material that we license to you that may be incorporated into your own Content, we do not claim ownership of the Content you provide on the Services. Your Content remains your Content, and you are responsible for it.

Generally your Content is made accessible only to predefined users, typically within your organization. Some Services though contain collaborative areas that permit sharing of Content with other user. At the time of providing the Content it may not always be known who has or will have access to the Content. If you share Content, you agree that anyone you have shared or will share Content with may, for free, use, save, reproduce, distribute, display, and transmit that Content in connection with their use of the Services. If you do not want others to have that ability, do not use the Services to share your Content. You represent and warrant that for the

duration of the PACT you have (and will have) all the rights necessary for the Content you upload or share on the Services and that the use of the Content, as contemplated in this section 4.4, won't violate any law.

4.2 Confidentiality of Content

Any Content stored and shared in the Services is considered private and confidential. PARTSBOARD commits itself to take any reasonable actions to ensure the confidentiality of this information.

If you have access to Content shared with you, you acknowledge that the information provided is private and confidential. You are responsible for keeping this Content confidential and you are responsible and liable for all activity that occurs under your PARTSBOARD account with regards to this shared Content.

4.3 PARTSBOARD's rights of usage of your Content

When you transmit or upload Content to the Services, you are giving PARTSBOARD the worldwide right, without charge, to use the Content as necessary: to provide the Services to you, to protect you, and to improve PARTSBOARD products and services. This includes the use of anonymized and sanitized Content e.g. for statistical analyses. Once you delete the Content from the Services, PARTSBOARD loses any rights in the usage of the Content.

4.4 Removal of your Content

PARTSBOARD will remove, limit distribution of, or disable access to your Content if we determine it is in violation of the PACT, we receive a complaint from another user, we receive a notice of intellectual property infringement, or other legal instruction for removal. We may also block delivery of a communication (e.g. email) to or from the Services as part of our effort to protect the Services or our customers, or otherwise enforce the terms of the PACT.

4.5 Digital Rights Management

If you access Content protected with digital rights management (DRM), the DRM software may automatically request media usage rights from a rights server online and download and install DRM updates so that you can play the material.

5. Software

5.1 Terms governing the software that is part of the Services

Unless accompanied by a separate license agreement, any software provided by us to you as part of the Services is subject to the terms of the PACT. The software is licensed, not sold, and PARTSBOARD reserves all rights to the software not expressly granted by PARTSBOARD, whether by implication, estoppel, or otherwise.

If the PACT governs the website you are viewing, any third-party contents, scripts or code, linked to or referenced from this website, are licensed to you by the third parties that own such code, not by PARTSBOARD. PARTSBOARD is not responsible for any contents, scripts or code of websites that are maintained by third parties and therefore waives its liability for any links from this website to other websites.

5.2 Usage of the software provided as part of the Services

In the case that the Services you obtained provide any software for installation by you on your device, we grant you the right to install and use one copy of the software per device on a

worldwide basis for use by only one person at a time as part of your use of the Services, but only if you comply with all other terms in the PACT.

5.3 Restrictions to the usage of the software or Services

In addition to the other restrictions in the PACT, you may not circumvent or bypass any technological protection measures in or relating to the software or Services or disassemble, decompile, or reverse engineer any software or other aspect of the Services that is included in or accessible through the Services, except and only to the extent that the applicable copyright law expressly permits doing so; separate components of the software or Services for use on different devices; publish, copy, rent, lease, or lend the software or the Services; or transfer the software, any software licenses, or any rights to access or use the Services. You may not use the Services in any unauthorized way that could interfere with anyone else's use of them or gain access to any service, data, account, or network. You may not enable access to the Services by unauthorized third-party applications.

5.4 Software updates

We may automatically check your version of the software. We may also automatically download updates to the software from time to time. You agree to accept such updates subject to these terms unless other terms accompany the updates. If so, those other terms apply. PARTSBOARD is not obligated to make any updates available and does not guarantee that we will support the version of the system for which you licensed the software.

6. Cancellation of the Services

6.1 Non obedience to the PACT

If you violate the PACT, there are a range of actions we may take including removing your Content from the Services, suspending or canceling your access to the Services, disabling or terminating your PARTSBOARD account, and/or referring such activity to appropriate authorities. Content that is deleted may be irretrievable.

6.2 Other ways to lose access to the Services

Failing to sign in to your PARTSBOARD account at least once every year (see section 3.1) means that you won't be able to access the Services and you will lose your Content (unless provided otherwise in an offer for paid Services). Additionally, PARTSBOARD may stop providing portions of the Services. If you sign up for a paid portion of the Services and fail to make an on-time payment, we may suspend or cancel that Service.

6.3 Your termination of the Services

You may terminate the Services associated with your PARTSBOARD account at any time and for any reason by contacting the PARTSBOARD support at support@partsboard.com. If you are canceling your Services, the quickest means of eliminating your Content on the Services is to manually remove it from the various components of the Services (for example, manually delete data entries). However, please note that while Content you have deleted or that is associated with a closed account may not be accessible to you, it may still remain on our systems for a period of time.

6.4 Consequences after cancellation or termination of your Services

If your Services are canceled or terminated (whether by you or us), your right to use the Services stops immediately. If your PARTSBOARD account is closed (whether by you or us),

your right to use your PARTSBOARD account stops immediately. If any of your Services are canceled or terminated, or if your PARTSBOARD account is closed, we will delete information or Content associated with your PARTSBOARD account or will otherwise disassociate it from you and your PARTSBOARD account. We are under no obligation to return Content to you.

7. Privacy and code of conduct

7.1 Code of Conduct

In order to protect our customers and the Services, we have established this Code of Conduct governing the use of the Services. Content or actions that violate the PACT are not permitted.

- i. Do not use the Services to do anything illegal.
- ii. Do not infringe upon the rights of others (e.g. unauthorized sharing of copyrighted, protected and/ or restricted Content).
- iii. Do not engage in activity that is false or misleading (e.g. impersonating someone else, attempts to ask for information under false pretenses).
- iv. Do not engage in activity that is harmful to the Services or others (e.g. viruses, stalking, hate speech, advocating violence against others).
- v. Do not display inappropriate Content (e.g. racism, bestiality, pornography).
- vi. Do not engage in activity that violates the privacy of others.

In cases of violations of the Code of Conduct, PARTSBOARD will engage any necessary and appropriate action to stop the violation and protect its systems and others, incl. but not limited to deletion of the Content, and termination of your PARTSBOARD account. PARTSBOARD reserves the right to refer such activity to appropriate authorities and/or file for compensation.

7.2 Privacy

Your privacy is important to us. PARTSBOARD may collect and process Content, personal data and/or company data through its website and Services. This is carried out in strict accordance with German law, in as far as required in the execution of business and if applicable where legally required. Your data is stored and used in strict accordance with German data protection laws. The provision of all data is voluntary. With your voluntary provision of these data, you explicitly agree to the storage and processing of the data by PARTSBOARD.

8. Payment terms

8.1 Fees

If there is a fee associated with a portion of the Services, you agree to pay that charge. The price stated for the Service excludes all applicable taxes and currency exchange settlements, unless stated otherwise. You are solely responsible for paying such taxes or other charges. We may suspend or cancel the Services if we do not receive an on time, full payment from you. Suspension or cancellation of the Services for non-payment could result in a loss of access to and use of your PARTSBOARD account and its Content.

8.2 Billing

PARTSBOARD will issue an invoice for its fee-based Services and will send this invoice paperless and via email. The bill is deemed delivered at the time the email was sent to your

billing address. It is your responsibility to ensure the reception of emails sent by the email address: billing@partsboard.com

You will pay by money transfer to a bank account defined in the invoice. Any bank or transaction costs are bared fully and in total by you. We may bill you (i) in advance; (ii) at the time of purchase; (iii) shortly after purchase; or (iv) on a recurring basis for subscription Services. Payment of invoices is due within 15 days after delivery.

8.3 Automatic renewal

Some Services may automatically renew if they are not cancelled. We will inform you by email before automatically renewing your Services. Once we have informed you that the Services will be automatically renewed, we may automatically renew your Services and charge you the then current price for the renewal term. You must cancel the Services before the renewal date to avoid being billed for the renewal.

8.4 Price changes

We may change the price of the Services at any time and will notify you by email at least 30 days before the price change. If you do not agree to the price change, you must cancel and stop using the Services before the price change takes effect. If there is a fixed term and price for your Service offer, that price will remain in force for the term.

8.5 Refund policies

Unless otherwise provided by law or by a particular Service offer, all purchases are final and non-refundable.

8.6 Late payments

We may charge you a fee of 10% p.a. for any late payments. You must pay for all reasonable costs we incur to collect any past due amounts. These include reasonable attorneys' fees and other legal fees and costs.

8.7 Errors

If we make an error on your bill, you must tell us within 120 days after the error first appears on your bill. We will then promptly investigate the charge. If you do not tell us within that time, you release us from all liability and claims of loss resulting from the error and we won't be required to correct the error or provide a refund. If PARTSBOARD has identified a billing error, we will correct that error within 90 days.

8.8 Payments to you

If we owe you a payment, then you agree to timely and accurately provide us with any information we need to get that payment to you. You are responsible for any taxes and charges you may incur as a result of this payment to you. You must also comply with any other conditions we place on your right to any payment. If you receive a payment in error, we may reverse or require return of the payment. You agree to cooperate with us in our efforts to do this. We may also reduce the payment to you without notice to adjust for any previous overpayment. PARTSBOARD will make payments to you within 90 days.

9. Warranties and liabilities

9.1 Limitation of liability

If PARTSBOARD breaches the PACT, you agree that your exclusive remedy is to recover from PARTSBOARD direct damages up to an amount equal to the monthly fee for the Services in which the breach occurred and in which month the breach occurred. You cannot recover any other damages or losses, including, without limitation, direct, consequential, lost profits, special, indirect, incidental, or punitive. These limitations and exclusions apply if this remedy does not fully compensate you for any losses or fails of its essential purpose or if we knew or should have known about the possibility of the damages. To the maximum extent permitted by law, these limitations and exclusions apply to anything related to the PACT such as loss of Content; any virus affecting your use of the Services; delays or failures in starting or completing transmissions or transactions; claims for breach of contract, warranty, guarantee, or condition; strict liability, negligence, misrepresentation, or omission; trespass, or other tort; violation of statute or regulation; or unjust enrichment.

9.2 No warranties

PARTSBOARD makes no warranties, express or implied, guarantees or conditions with respect to your use of the Services. You understand that use of the Services is at your own risk and that we provide the Services on an “as is” basis “with all faults” and “as available.” PARTSBOARD does not guarantee the accuracy or timeliness of information available from the Services. To the extent permitted under German law, we exclude any implied warranties, including for merchantability, satisfactory quality, fitness for a particular purpose, workmanlike effort, and non-infringement. You may have certain rights under German law. Nothing in the PACT is intended to affect those rights, if they are applicable.

You acknowledge that computer and telecommunications systems are not fault-free and occasional periods of downtime occur. We do not guarantee the Services will be uninterrupted, timely, secure, or error-free or that Content loss won't occur.

9.3 Third-party websites

You may be able to access third-party websites or services via the Services. PARTSBOARD is not responsible for third-party websites, services, or material available through those third-party services. You are solely responsible for your dealings with third-parties (including advertisers). Your use of third-party websites or services may be subject to that third-party's terms and conditions.

10. Contract details

10.1 Your contracting partner

You are contracting with the PARTSBOARD Gesellschaft mit beschränkter Haftung. Our address is Kreckestr. 5, 80997 Munich, Germany. PARTSBOARD is a limited company under German law and is registered at the Munich court (HRB 211351). The company is represented by its Managing Director Dr. Karsten Gessner. For further contact details please refer to our website: www.partsboard.com

10.2 Assignment and transfer

We may assign the PACT, in whole or in part, at any time without notice to you. You may not assign the PACT or transfer any rights to use the Services.

10.3 Court of venue and applicable law

German law applies. The United Nations Convention on Contracts for the International Sale of Goods, CISG as well as the international civil law are excluded. Court of law for all disputes arising out of or relating to the PACT or the Services is Munich, Germany.

10.4 Contract interpretation

This is the entire agreement between you and PARTSBOARD for your use of the Services. It supersedes any prior agreements between you and PARTSBOARD regarding your use of the Services. All parts of the PACT apply to the maximum extent permitted by relevant law. If a court or arbitrator holds that we cannot enforce a part of the PACT as written, we may replace those terms with similar terms to the extent enforceable under the relevant law, but the rest of this PACT won't change.

10.5 No third-party beneficiaries

This PACT is solely for your and our benefit. It is not for the benefit of any other person, except for PARTSBOARD's successors and assigns.

10.6 Export restrictions

PARTSBOARD's products, software, and services are subject to German and other jurisdictions' export and technology laws and you agree to comply with all such applicable laws and regulations. These laws include restrictions on destinations, end users, and end use.

10.7 Copyrights and trademarks

Copyright and trademark notices. All portions of the Services are Copyright © 2014 PARTSBOARD GmbH and/or its suppliers, Kreckestr. 5, 80997 Munich, Germany. All rights reserved. We or our suppliers own the title, copyright, and other intellectual property rights in the Services and its Content. PARTSBOARD and the names, logos, and icons of all PARTSBOARD products, software, and services may be either trademarks or registered trademarks of PARTSBOARD in Germany and/or other countries. The names of actual companies and products may be the trademarks of their respective owners. Any rights not expressly granted in this Agreement are reserved.