

BRANDED SUPPLIER LOGISTICS FULFILLMENT AGREEMENT

This Branded Fulfillment Agreement (“**Agreement**”) is made effective as of the date of the last authorized signature below (the “**Effective Date**”) by and between EDA Technology Shanghai Co., LTD having its principal place of business located at Room 301, Building 24, Shengchuang Enterprise Park, No.1661 Jialuo Road, Jiading District, Shanghai, PRC, 201822 (“**Company**”) and Digi-Key Corporation, a Minnesota corporation d/b/a Digi-Key Electronics and having its principal place of business located at 701 Brooks Avenue South, Thief River Falls, Minnesota 56701 (“**Digi-Key**”).

WHEREAS, Company desires to have Digi-Key perform certain product warehouse management and order fulfillment services in support of Company’s marketing and merchandising efforts; and

WHEREAS, Digi-Key is willing to perform such services for Company in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual promises, covenants, and agreements expressed in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Scope of Services. Digi-Key agrees to perform the following inventory warehousing, inventory forecasting and reporting, order fulfillment, and product return management services and related activities (collectively, the “**Services**”):

A. Product Warehousing. Company will deliver or ship those Company products (including, all packaging, labeling, instructions, warnings, warranties, and advertising to be included with said products) mutually agreed upon by Company and Digi-Key (the “**Products**”) to the Digi-Key warehouse facility in the United States as instructed by Digi-Key (the “**Digi-Key Warehouse**”). Company will be responsible for all costs incurred to ship the Products to the Digi-Key Warehouse, including, but not limited to, costs of freight and transit insurance. Company is also responsible for all customs, duties, taxes, and other charges arising out of or relating to the import and transit of Products to the Digi-Key Warehouse. Upon receipt of the Products, Digi-Key will conduct a preliminary incoming inspection of the Products and, in its sole discretion, may approve and store the Products in the Digi-Key Warehouse or decline acceptance of the Products if it deems the Products to be hazardous, damaged, or inappropriate according to Digi-Key’s policies. Digi-Key will provide notice to Company of any decision by Digi-Key to decline acceptance of any Products, stating the reason for such rejection. If Company fails to direct Digi-Key as to the return or disposal of any rejected Products within 30 days of such notification, Digi-Key may return or dispose of the rejected Products in its discretion and Company will be deemed to have consented to such action. In addition, Company shall reimburse Digi-Key for any expenses incurred in connection with the return or disposal of any rejected Products.

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B. Inventory Management and Reporting. During the Term (as defined below) of this Agreement, Digi-Key will:

(i) Analyze Company's order history and use reasonable efforts to provide Company with a quarterly forecast of anticipated inventory needs for each of the Products. Company acknowledges and agrees that any such forecast is for convenience only, serves only as an estimate of quantities of Products sufficient for Company to meet the needs of Company's customers, and does not create any binding obligations on behalf of Digi-Key or Company; and

(ii) Provide additional reporting on the Products as may be agreed to by Company and Digi-Key, which may or may not include, among other things, a Billing Report of activity and charges for the applicable billing period and a Metrics Report providing a summary of orders shipped according to established service agreements.

C. Order Fulfillment. Company will submit its customers' (each, a "Customer", and collectively, "Customers") purchase orders, which shall include (i) the Product type, (ii) quantities, (iii) price, and (iv) all information necessary for Digi-Key to lawfully ship the Product(s) to Customers (including, the Customer's name and shipping address) (each, a "Product Order"), and Digi-Key will process the Product Order, assemble, pack, mark, and ship the Product(s) to the Customer in accordance with the information in the Purchase Order and the terms set forth in this Agreement.

D. Return Management. Company is and will remain responsible for accepting and processing customer returns, refunds, and price adjustments. If Company wishes to designate the Digi-Key Warehouse as the location for customer returns, then Company must issue customer return labels or instructions designating the Digi-Key Warehouse as the return address. Digi-Key will conduct a general inspection of all returned Products and will perform visual checks of returned Products to ensure the Product was originally shipped from Company inventory stored at the Digi-Key Warehouse. Acceptable Products will be returned to Company's inventory and records will be updated accordingly. If Digi-Key determines that a returned Product does not meet Company's guidelines for returns, Digi-Key will notify Company of the customer return that does not meet acceptance standards. Thereafter, Company will instruct Digi-Key as to whether to return or dispose of the Products that are the subject of an unacceptable customer return.

E. Special Programming. From time to time, Digi-Key may, in its sole discretion, provide special programming or offers to Company. Company may, but is not obligated to, participate in these programs and offers provided that Company complies with the requirements for participation set forth by Digi-Key in connection with such programming or offers.

2. Term of the Agreement. The initial term of the Agreement shall commence on the Effective Date and continue in effect for a period of one (1) year thereafter (the "Initial Term"). Following the Initial Term, the Agreement will automatically renew for successive

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periods of one (1) year each ("**Renewal Term**", and each Renewal Term together with the Initial Term, the "**Term**") until it is terminated in accordance with Section 15 below.

3. **Fulfillment.** The Products supplied by Company shall be held by Digi-Key at the Digi-Key Warehouse for purposes of order fulfillment only. Digi-Key shall take reasonable measures at least equal to those it uses to protect its own goods, to secure and protect the Products from loss or damage. Company shall retain title to the Products in the Digi-Key Warehouse unless and until they are purchased by Customers at which time Company shall transfer title to the purchaser.

4. **Compensation.**

A. In consideration of the Services to be rendered under this Agreement and the other promises made hereunder, Company agrees to pay Digi-Key the fees as mutually agreed upon by the parties and to reimburse Digi-Key for certain expenses incurred in performing the Services, in accordance with the Schedule A attached to this Agreement. Storage costs for Company's Products kept in the Digi-Key Warehouse by Digi-Key will be based on space required and other factors as agreed to by the parties, including, but not limited to, factors such as special environmental storage requirements, enhanced storage security requirements, special handling, and audits.

B. After the end of each calendar month, Digi-Key will submit an invoice to Company for the Services provided and expenses incurred during the monthly term. The invoice will include details of the Services and expenses to which the invoice applies and the applicable charges. Company will pay Digi-Key within 30 calendar days of the date of an invoice for the Services, charges, and expenses to which such invoice applies.

5. **Company Liaison.** Company will designate individual(s) as liaison(s) ("**Company Liaison**") to interface with Digi-Key on behalf of Company with respect to this Agreement. The individual(s) identified below shall serve as the initial Company Liaison, and Company may change the Company Liaison at any time, and from time to time, upon written or electronic notice to Digi-Key.

Levy Olson
701 Brooks Ave
Thief River Falls, MN 56701

Phone: 218-681-7811
E-mail: levy.olson@digiskey.com

6. **Ownership of Facilities and Equipment.** All warehouse and other fulfillment logistics facilities, and all equipment, hardware, software, processes, and procedures used by Digi-Key in the performance of this Agreement are and shall remain the sole property of Digi-Key, and nothing in this Agreement will be construed as a license, assignment, or any other transfer of any rights, title, or interests in or to such property.

7. **Product Requirements.**

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A. Digi-Key will only store Products in the Digi-Key Warehouse that are authentic and authorized for sale. Company must certify that all Products covered by this Agreement are in compliance with Section 11(B)(i).

B. Company will, in accordance with applicable Digi-Key policies and the terms of this Agreement, provide in the required format all information about the Products. Moreover, Company will promptly update any information about the Products in accordance with Digi-Key's requirements and as necessary to maintain the accuracy and completeness of information.

8. **Inventory Shrinkage.** Digi-Key agrees to take financial responsibility for any inventory shortage or unexplained or disappearance of Products above 1% of the annual average inventory value that occurs while Company's Products are in Digi-Key's possession ("**Inventory Shrinkage**"). Digi-Key will correct Inventory Shrinkage based on the wholesale replacement cost of the Product.

9. **Customer Information.**

A. Company shall be considered the controller of any personal information belonging to Customers that Company provides to Digi-Key in connection with this Agreement, including, any names and addresses ("**Customer Information**").

B. Digi-Key may only process Customer Information as a processor and service provider to Company in accordance with Company's documented instructions to fulfill its obligations under this Agreement. Digi-Key will not retain, use, or disclose the Customer Information for any purpose other than to fulfill its obligations under this Agreement, except to the extent Digi-Key is required to retain any Customer Information to comply with applicable laws.

C. Digi-Key will take appropriate technical and organizational measures designed to protect Customer Information from accidental or unlawful destruction, loss, alteration, unauthorized disclosure, or access (a "**Security Incident**"), shall notify Company without undue delay if it suffers a Security Incident affecting Customer Information and, in the event of a Security Incident, shall provide Company with reasonable information and assistance to enable Company to fulfill any obligations it may have under applicable data protection laws with respect to the Security Incident.

D. Digi-Key personnel with access to Customer Information will be subject to confidentiality obligations. Upon termination of this Agreement, Digi-Key will delete or return Customer Information to Company as instructed by Company (unless, and to the extent, Digi-Key is required to retain any Customer Information under applicable laws) and if no such instructions are provided, Digi-Key will delete Customer Information (unless, and to the extent, Digi-Key is required to retain any Customer Information under applicable laws).

E. Digi-Key will provide reasonable assistance as needed for Company to comply with its obligations to fulfill the exercise of Customers' rights under applicable data protection laws, make available to Company information within Digi-Key's

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possession necessary to demonstrate compliance with applicable data protection laws, and allow for and contribute to audits by Company with respect to Customer Information at a time and in a manner mutually agreed upon by the parties.

F. In the event that either party receives any correspondence, inquiry, or complaint from a Customer, regulator, or other third party related to processing of Customer Information by the other party, it shall promptly inform the other party giving full details of the correspondence, inquiry, or complaint, and the parties shall cooperate reasonably and in good faith in order to respond to such correspondence, inquiry, or complaint in accordance with any requirements under applicable data protection laws.

G. Company hereby consents to Digi-Key's appointment of sub-processors to process Customer Information in order for Digi-Key to fulfill its obligations under this Agreement, provided that Digi-Key: (i) provides Company with reasonable notice prior to the appointment of a sub-processor and the opportunity to object to that sub-processor (and, if Company objects to a proposed sub-processor, then Digi-Key will either not use the sub-processor or, if this is not possible, allow Company to terminate this Agreement for convenience); (ii) ensures any such sub-processor is subject to data protection terms that are substantially similar to those set out in this Section 9; and (iii) remains liable for the acts, errors, or omissions of its sub-processor. The parties acknowledge and agree that Digi-Key may and will provide Customer Information to third-party shipping companies for the purpose of fulfilling Digi-Key's obligations under this Agreement, and such third-party shipping companies shall not be considered sub-processors for purposes of this Agreement.

10. Compliance with Laws; Licenses; and Permits. Before the date on which the Services are scheduled to start, both parties will obtain, and at all times during the Term, maintain, all necessary licenses, permits, and consents, including, without limitation, export and import documents as are necessary for each respective party to fulfill its obligations under this Agreement. In addition, each party agrees that it will perform its obligations under this Agreement, and at all times during the Term, shall remain, in compliance with all applicable laws, regulations, legal requirements, and orders, including, but not limited to, any applicable laws relating to marketing, packaging, shipping, product storage, product safety, product testing, labeling, export compliance, counterfeit products, and privacy.

11. Representations and Warranties.

A. Representations and Warranties of Digi-Key.

(i) Digi-Key represents and warrants to Company that the Services will be performed in a professional and competent manner and will conform to the specifications and criteria set forth in this Agreement.

(ii) If any Services furnished by Digi-Key under this Agreement fail to conform with the foregoing warranties, Digi-Key will, at its sole option, correct, replace, or refund the cost of such non-conforming Services at no additional cost to Company. In the event that Digi-Key, in Company's reasonable discretion,

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cannot adequately correct or replace such non-conforming Services, then Company's sole remedy shall be the entitlement to receive a refund of amounts paid for such non-conforming Services. Such refund shall not exceed the cost paid for such non-conforming Services. However, if any non-conformity is due to any acts or omissions of Company, whether through negligence or otherwise, and Company requests Digi-Key to perform corrective action, then Company shall pay Digi-Key at its then-current rate for re-performance of the Services and any direct expenses in connection therewith.

(iii) THE FOREGOING EXPRESS LIMITED WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, CONTRACTUAL OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH IMPLIED WARRANTIES ARE HEREBY DISCLAIMED.

B. Representations and Warranties of Company. Company represents and warrants to Digi-Key that:

(i) Products delivered or shipped to Digi-Key under this Agreement are authentic, authorized for sale, and not stolen, counterfeit, illegal, or misbranded.

(ii) No claim, lien, or action exists or is threatened against Company that would interfere with the marketing, use, sale, or shipment of the Products.

(iii) Any and all information and materials it provides to Digi-Key regarding the Products is accurate, current, and complete and not misleading, deceptive, or fraudulent in any way.

(iv) As of the Effective Date, it is in compliance, and at all times during the Term, shall remain in compliance, with all applicable (a) rules, regulations, and policies of Digi-Key; and (b) generally accepted industry standards and principles.

(v) At time of delivery to Digi-Key, Products will not contain or introduce any spyware, malware, virus, or other type of malicious or harmful code.

(vi) All notices have been given to, and consents and rights have been obtained from, the relevant data subjects with respect to Customer Information and any other party as may be required by applicable data protection laws.

(vii) It has established a legal basis and made any required disclosures and obtained any necessary consents for Digi-Key to process Customer Information as contemplated by this Agreement, and the Customer Information will not include any information other than names and shipping addresses (including, without limitation, any biometric or health data, any other information accessed or obtained by Company that is capable of identifying any Customer,

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and any other information that is considered personal data or personal information under any applicable data protection laws).

(viii) The individual executing this Agreement on behalf of Company has the requisite right, power, and authority to enter into this Agreement on behalf of Company.

12. Confidential Information.

A. Confidentiality. The parties acknowledge that they may receive or otherwise have access to or obtain non-public, confidential, or proprietary information (in written, verbal, or visual forms) from the other party in connection with the implementation of this Agreement, which, for the purposes of this Agreement, includes, without limitation, Customer Information, Product shipment quantities, and any information designated in writing by Company as confidential, that is generally understood to be confidential, or that, under the circumstances surrounding disclosure, ought to be treated as confidential by the receiving party ("**Confidential Information**"). The parties agree to safeguard and protect Confidential Information and not to disclose it to third parties without the prior written approval of the disclosing party. Each party shall treat Confidential Information with the same degree of care that such party uses to protect its own confidential information of like importance.

B. Exceptions. The term "Confidential Information" does not include information that (i) is or becomes available to the public without breach of this Agreement; (ii) is lawfully obtained from a source that is not under an obligation of confidentiality to the disclosing party; (iii) is in the possession of the recipient in written or other recorded form at the time of disclosure; (iv) is disclosed on a non-confidential basis to a third party by or with the permission of the disclosing party; (v) is developed by or on behalf of the recipient by individuals who have not received or relied on Confidential Information; or (vi) is required to be disclosed pursuant to an order of a court, administrative tribunal, or other body having the power to compel the production of such information, provided that such disclosure shall be made only to the extent so ordered and that the party receiving such an order promptly notifies the disclosing party (to the extent permitted by law) so that it may intervene in response to such order, or if timely notice cannot be given, seeks to obtain a protective order from the court, tribunal, or other body for such protected information of the other party. Company acknowledges that Dig-Key may independently acquire information that is the same as Customer Information from a Customer or another source and in such event such information is not "Confidential Information" or "Customer Information" under this Agreement.

C. Survival. The confidentiality obligations of the parties set forth in this Section 12 shall survive the termination of this Agreement for a period of 5 years; *provided, however*, that the receiving party's obligations regarding Confidential Information that is a trade secret under applicable law will survive until such Confidential Information loses its trade secret protection other than through the fault of the receiving party or persons or entities to whom the receiving party has disclosed such Confidential Information to.

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13. Export Control. Any person exporting products or any person participating in an export transaction is required to comply with all applicable government regulations controlling such exports, including, but not limited to, the Export Administration Regulations (EAR) administered by the U.S. Department of Commerce and Bureau of Industry and Security (BIS). All Products provided to Digi-Key are subject to said regulations.

A. Company will be the U.S. Principal Party In Interest (USPPI) and Exporter of Record (EOR) for all export shipments of any Products and, as such, may be held liable for Digi-Key's failure to comply with all laws, regulations, and orders applicable to such export shipments.

B. Digi-Key will execute on Company's behalf certain aspects of the export control compliance process. Accordingly, (i) Digi-Key shall comply with all applicable laws, regulations, or orders, including, but not limited to, those of the EAR, on behalf of Company pursuant to this Agreement and (ii) Company shall comply with all applicable laws, regulations, or orders, including, but not limited to, those of the EAR, in connection with Company's performance of its obligations under this Agreement. The additional roles and responsibilities of the Parties with respect to export shipments of any Products under this Agreement will be set forth in a separate mutually agreed upon writing, which, when complete and signed by the parties, will be deemed to be incorporated by reference into this Agreement.

C. Each party shall maintain an adequate export control compliance program that includes an Export Management and Compliance Program (EMCP) consistent with BIS EMCP Guidelines. A written copy of the relevant portions of a party's export compliance program will be provided to the other Party upon request.

D. In no event shall Digi-Key prepare and execute any import or export documentation or make any certification or representation on behalf of Company relating to the importation or exportation of any Products except as specifically authorized by this Agreement, by Company's employees designated in writing by Company for such purposes, or as may otherwise be set forth on any applicable written policy or procedure provided by Company to Digi-Key. Company agrees to advise Digi-Key regarding the need for any documentation that is required for the lawful export or import of any Products covered by this Agreement.

E. If applicable, Automated Export System (AES) filings may be required for execution of export, and included with shipment of Company. Preparation of AES filings on behalf of Company by Digi-Key will be limited as follows:

(i) AES filing creation will be performed pursuant to execution of Power of Attorney to Execute AES filings authorizing Digi-Key to act in said capacity on behalf of Company and shall remain in effect for the duration of this Agreement or until such time written termination or revocation of the Power of Attorney is submitted to Digi-Key.

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(ii) Digi-Key only will be authorized to create AES filings due to exceeding the statutory limit of \$2,500 or as required under regulations of the EAR or other applicable export control regulations. Digi-Key will be authorized through an executed power of attorney with Company to apply for export licenses on behalf of Company.

(iii) Digi-Key will prepare the AES filing based on information provided by Company, including the Export Control Classification Number (ECCN), the Schedule B number, or Harmonized Tariff Schedule (HTS) number.

F. Either party, or any third party authorized to act on such party's behalf, shall have the right to audit or inspect the other party's related books, records, and systems used by the other party to ensure compliance with the provisions of this Section 13. The types of audits that may be conducted pursuant to this paragraph include, but are not limited to, Group Control Audits, Corporate Audits, and Export Compliance Audits.

G. All information provided by Company to Digi-Key in connection with export transactions and export shipments under this Agreement, including the identity of the parties to the transaction, the ECCN, the HTS number, and the FMV shall be true, accurate, and complete and in compliance with the EAR regulations and other applicable export control laws.

H. Notwithstanding Section 15 of this Agreement, if either party is in breach of export control regulations, the other party has the right to terminate this Agreement. If either party is in breach of any of the other terms and conditions of Section 13, the non-breaching party shall provide the breaching party with written notice thereof and the breaching party shall have 15 days to cure such breach to the reasonable satisfaction of the non-breaching party. If the breaching party has not cured any such breach as provided for in this paragraph, notwithstanding any other provision of this Agreement, the non-breaching party will have the right to terminate this Agreement by providing 10 days' written notice stating therein the effective date of such termination, which shall not be less than 10 days from the date of such notice.

I. Digi-Key shall indemnify and hold harmless Company from and against that portion of any and all third-party claims, liabilities, suits, actions, fines, damages, losses, judgments, costs, and expenses to the extent caused by or resulting from the negligent acts, omissions, performance, or nonperformance of obligations under this Section 13 by Digi-Key, its employees, agents, or subcontractors, and Company shall indemnify and hold harmless Digi-Key from and against that portion of any and all third-party claims, liabilities, suits, actions, fines, damages, losses, judgments, costs, and expenses to the extent caused by or resulting from the negligent acts, omissions, performance, or nonperformance of obligations under this Section 13, including furnishing inaccurate or incorrect information to Digi-Key, by Company its employees, agents, or subcontractors.

14. Returning Products to Company.

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A. Company may at any time, and from time to time, request that Products be returned by Digi-Key. Company will bear all costs of the selection, packaging, and shipment of requested returns.

B. Digi-Key may return Products to Company in connection with the termination of this Agreement. The returned Products will be sent to the Company's designated shipping address. Company will bear all costs to select, package, and ship Products to Company.

C. Company may, at any time, and from time to time, request that Digi-Key dispose of Products. Digi-Key will contract with a third-party service for disposal of Products. Company will bear all costs related to selection, package, and shipment of Products for disposal.

D. If the fulfillment services account is closed due to inactivity or delinquency, Digi-Key will provide a 60-day notice of disposal to Company detailing the right to dispose of unclaimed Products (a "Notice of Disposal"). Company must provide instructions for the return shipment or disposal of Products within the 60-day notice period. If Company does not respond and provide written instructions for the return or disposal of Products, Digi-Key may, in its sole authority, dispose of the Products. Company will incur all costs related to the disposal of unclaimed Products.

15. Termination of Agreement.

A. **Termination Without Cause.** Either party may terminate this Agreement without cause at any time by giving to the other party 90 days' prior written notice of termination. Company agrees to compensate Digi-Key at the rate stated on Schedule A in full for any work or Services performed up to the time of termination of this Agreement, including the cost of supplies, materials, and other expenses authorized by Company and incurred in connection with the Services.

B. **Termination With Cause.** Either party may terminate this Agreement if the other party commits a material breach of the Agreement and said breach has not been cured to the reasonable satisfaction of the non-breaching party within 30 days of receipt of written notice from the non-breaching party setting forth the nature of the breach.

C. **Automatic Termination.** This Agreement shall be deemed terminated, without further act of either party, if either party shall file, or fail to get dismissed or vacated within 60 days after having filed against it, a petition in bankruptcy or seeking reorganization, plan of arrangement, or other relief under any chapter of the U.S. Bankruptcy Act or other insolvency or similar act, or shall make an assignment for the benefit of creditors.

D. **Dissolution of Relationship.** Upon termination of this Agreement for any reason, Digi-Key shall return the existing inventory of Products and any other Company materials to Company, in accordance with Company's instructions and at Company's sole expense. Further, Company and Digi-Key shall resolve in good faith other features

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of the dissolution of relationship between the parties, including final payment of compensation due to Digi-Key.

E. No Liability for Proper Termination. Subject to the respective party's performance in full of all obligations under this Agreement incurred prior to the effective date of termination (other than obligations expressly excused hereunder by reason of such termination), neither party shall be liable to the other by reason of termination of this Agreement for compensation, reimbursement, damages, or otherwise on account of loss of prospective profits or anticipated sales, or on account of expenditures, investments, leases or commitments in connection with the business or goodwill of Company or of Digi-Key, or for any other reason whatsoever arising of such termination.

F. Survival. The rights and obligations of the parties set forth in this Section 15(F), Section 9, Section 10, Section 11, Section 12, Section 13(I), Section 16, Section 17, and Section 29, and any other right or obligation of the parties in this Agreement, which, by its nature, should survive termination of this Agreement, will survive any termination of this Agreement.

16. General Indemnification. Company shall indemnify, defend, and hold harmless Digi-Key (including, its officers, directors, shareholders, affiliates, representatives, successors, agents, and assignees) from and against, any and all claims, damages, liabilities, losses, penalties, fines, expenses, and costs (including, but not limited to, direct, incidental, special, consequential, punitive, exemplary, and indirect damages), and reasonable attorneys' fees and costs of litigation, arising out of or resulting from (A) Company's breach of this Agreement or any provisions set forth herein; (B) relating to Product liability, including, without limitation, an allegation that a Product or use thereof resulted in personal injury, property damage, or death; (C) relating to the infringement, violation, or misappropriation of any third party's intellectual property or proprietary rights; (D) any violation or alleged violation of Company or its agents of any applicable laws, rules, and regulations of federal, state, or foreign governmental or regulatory agencies; (E) relating to Company's negligence, intentional misconduct, or fraud; and (F) Digi-Key's exercise of its rights of final disposition and disposal of unclaimed Products pursuant to Section 14.

17. Limitation of Liability.

A. General Limitation. Digi-Key's liability arising out of the Services or under this Agreement shall in no event exceed an amount equal to the fees actually paid by Company for the Services out of which a claim for liability arises. Company is responsible to insure all product that is stored at Digi-Key for this program. Company is the owner of their product stored at Digi-Key warehouses.

B. Consequential Damages. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR LOST PROFITS ARISING OUT OF OR RELATING TO THE SERVICES OR THIS AGREEMENT EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; *PROVIDED, HOWEVER*, THAT NOTHING IN THIS AGREEMENT SHALL EXCLUDE OR LIMIT COMPANY'S LIABILITY

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UNDER SECTION 9, SECTION 11(B), SECTION 12, SECTION 13(I), OR SECTION 16.

18. Force Majeure. Neither party shall be liable or responsible to the other party, nor deemed to have defaulted under or breached this Agreement, for a failure or delay in the fulfillment or performance of its obligations under this Agreement, when and to the extent such failure or delay is caused by or results from the following force majeure events (“**Force Majeure Event(s)**”): (i) strikes; (ii) war, incursion, revolution, terrorist threats or acts, riot or other civil unrest; (iii) fire, flood, explosion, earthquakes, epidemics, or pandemics; (iv) government orders, laws, regulations, or actions; (v) embargoes or blockades in effect on or after the Effective Date; or (vi) other causes beyond the impacted party’s reasonable control. The impacted party shall: (i) give notice within 5 days of the Force Majeure Event to the other party; (ii) use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized; and (iii) receive a reasonable extension of the time to perform in such circumstances.

19. Taxes. Company shall be responsible for all sales, use, value added, excise and similar taxes imposed by any government or governmental agency with respect to the fees provided for in this Agreement with respect to Company’s use of the services or otherwise relating to this Agreement, except for any such taxes based upon the income of Digi-Key.

20. Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of Company and Digi-Key, respectively.

21. Assignment. Neither party may assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld, and any purported assignment, including, full or partial assignment or delegation to any agent or subcontractor, in violation of this provision shall be void; *provided, however*, that either party may assign the Agreement without the other party’s written consent in connection with the transfer of all or substantially all of the business or assets of such party, whether by sale, merger, reorganization, acquisition, stock sale, or otherwise, if the acquiring party assumes the obligations of the assigning party under this Agreement.

22. Publicity. Neither party shall publish in any medium, print or electronic (i.e., news release, advertisement, public communication), or otherwise disclose, beyond those persons to whom Confidential Information may be disclosed hereunder, or make a public announcement of the existence of any relationship with the other party, the existence of this Agreement, or the terms and conditions of this Agreement, without the written consent of the other party (which shall not be unreasonably withheld). Moreover, neither party shall use the other party’s name or any of the other party’s trademarks, trade names, or trade dress for any purpose without the express prior written permission of such other party.

23. Modification. This Agreement may be modified only by an instrument in writing and signed by duly authorized representatives of both parties

24. Relationship of Parties.

A. The relationship between Digi-Key and Company is that of independent contractors and nothing contained in this Agreement shall be construed as creating any

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agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between Digi-Key and Company. Except as explicitly set forth in this Agreement, neither party shall have any express or implied authority or authorization to incur any obligations or in any manner make any commitments on behalf of the other party, and such authority or authorization shall not be enlarged by a course of dealing, industry practice, waiver, estoppel, or otherwise. For the avoidance of doubt, in no event shall either party perform any of the following actions on behalf of the other party:

(i) Issue checks in its name, make deposits or withdrawals from its bank accounts, nor conduct any financial transactions against its financial accounts.

(ii) Make any warranty regarding its products or services, nor any representation as to the performance capabilities, qualities, or fitness of purpose of its products or services that are not contained in such other party's trade literature.

(iii) Comment on nor issue written statements concerning it outside the specified activities set forth in this Agreement.

(iv) Accept service of process of any documents.

B. Digi-Key's performance of the Services is non-exclusive in nature and this Agreement does not preclude Digi-Key from performing the same or similar services for other parties, including competitors of Company, or Company from conducting these same or similar services in-house or contracting with other distributors to perform the same or similar services.

25. Waiver. No waiver of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by the party so waiving, and such waiver will then be effective only for the specific instance for which such waiver is given and no other. No failure or delay by either party to assert any rights or remedies arising from a breach of this Agreement shall be construed as a waiver or a continuing waiver of such rights or remedies, nor shall failure or delay by the non-breaching party to assert a breach be deemed to waive that or any other breach. No single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or future exercise thereof or the exercise of any other right, remedy, power, or privilege.

26. Notices. Any notices or consents required or permitted under this Agreement shall be in writing and addressed to the other party at its address set forth below, or to such other address as a party may indicate from time to time by like notice. Unless otherwise agreed by the parties in writing, all notices or consents must be delivered by personal delivery, nationally recognized overnight courier, or certified or registered mail (in each case, return receipt requested, postage prepaid). A notice or consent is deemed given when personally delivered, delivered by courier service, or 3 days after being sent by prepaid certified or registered mail to the recipient's address.

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Notices to Digi-Key: Digi-Key Corporation
701 Brooks Avenue South
Thief River Falls, MN 56701

Attention: Doug Rederer
E-mail: doug.rederer@digiskey.com

Notices to Company: EDA Technology Shanghai Co., LTD
Room 301, Building 24, Shengchuang
Enterprise Park, No.1661 Jialuo Road, Jiading
District, Shanghai, PRC, 201822

Attention: Iris Zhou
E-mail: izhou@edatec.cn

27. Severability. If any provision of this Agreement shall be held by a court of competent jurisdiction to be unenforceable, then such provision may be rewritten by such a court with the least modification necessary to render such provision valid, and the remaining provisions of this Agreement shall remain in full force and effect. It is the parties' intention that this Agreement be enforced to the fullest extent permissible under equity or law.

28. Governing Law. This Agreement and any dispute or claim arising out of or in connection with this Agreement or its subject matter, including non-contractual disputes or claims, shall be governed by and construed, interpreted, and enforced in accordance with the internal laws of the State of Minnesota, U.S.A., without giving effect to any choice or conflict of laws principles or rules (whether of the State of Minnesota or any other jurisdiction that would cause the application of the laws of any jurisdiction other than those of the State of Minnesota).

29. Dispute Resolution; Jurisdiction. In the event of any dispute or claim between the parties arising out of or relating to the interpretation or performance of this Agreement, and prior to the commencement of any formal legal suit, action, or proceedings, the parties must first attempt to settle or resolve the issues by good faith negotiation between themselves. Each party shall designate a representative with authority to settle or resolve the dispute and such designee shall enter into discussions with the other party's designee within 30 days of a party's request for negotiation. If the dispute cannot be settled or resolved amicably in this manner, any legal suit, action, or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby shall be instituted in the Federal District Court or the courts of the State of Minnesota, in each case located in the City of Minneapolis and County of Hennepin, and each party hereby irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

30. Entire Agreement. This Agreement, including its attachments, constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all previous communications, representations, understandings, and agreements, either oral or written between the parties or any official representative thereof regarding the provision of the Services.

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31. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which shall constitute the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail delivery of .PDF, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURES ON FOLLOWING PAGE(S)]

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IN WITNESS WHEREOF, the parties have caused this Agreement to become effective as of the Effective Date.

DIGI-KEY CORPORATION:

EDA Technology Shanghai Co., LTD

By: _____
Printed Name: _____
Title: _____
Date: _____

By: Austin Su
Printed Name: Austin Su
Title: General Manager
Date: 1 August 2022



Digi-Key Supplier Logistics Services Agreement

EDA Technology Shanghai Co., LTD.
 Room 301, Building 24, Shengchuang Enterprise Park, No.1661 Jialuo
 Road, Jiading District, Shanghai, PRC, 201822

Attention: Iris Zhou E-mail: izhou@edatec.cn
 Phone: 0086-18217351262

Presented To:
Iris Zhou-EDA Technology Shanghai Co., LTD
21 July 2022

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		Pricing
Startup - Implementation		
Startup – Implementation Standard	\$	2,500-Waived
Product Data Set-up Fee	\$	5.00 per SKU-Waived
	\$	
Receiving		
Shelf Location	\$	FREE
Pallet Location	\$	FREE
Returns	\$	2.50/per item/SKU
Storage		
Full Pallet – 58.89 Cubic Foot Size (\$.80 per Cubic Foot) MAXIMUM of 3 SKU's per Pallet for Storage	\$	47.11/ mo.
½ Pallet - (20x48x45)	\$	23.56/mo.
1/3 Pallet – (13.3x48x45)	\$	18.00/mo.
Full Shelf Double – (48x24x16)	\$	12.50/mo.
Full Shelf – (48x24x8)	\$	6.50/mo.
Pallet Racking/Tray – (14x40x14)	\$	6.00/mo.
Note: There is a \$300 minimum Storage fee	\$	Reduced to \$100 for start-up. Annual review and as program grows, we will revert back to the standard minimum with mutual consent.
Order Fulfillment		
Orders	\$	1.75
Line Items/SKU	\$	0.50
Break-Pack Pick	\$	FREE
Bar Coding – ECIA Standard	\$	FREE
Custom Brand Pack List	\$	FREE
International Shipping Documentation		
- Commercial Invoice	\$	FREE
- US EEI Filing (International shipments over \$2500)	\$	12.00 each filing
Manual Inventory checks per SKU	\$	10.00
Special Handling (i.e.: package inserts, etc.)	\$	TBD

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Freight/Shipping Fee		
Package Shipping*		
- U.S. Domestic	\$	Est. 20% off published rates
- International	\$	Est. 40% off published rates
*Applies to Fed X/UPS only for select service levels.	\$	UPS incurs a \$1000 set-up fee
Standard box is free, non-standard packaging has a fee	\$	Negotiated
LTL/Freight (orders over 100 lbs)	\$	Negotiated
Loss/Damage Claims Processing	\$	10.00 per claim
Add Insurance to Supplier or Customer Carrier Account	\$	10.00 Per item
Note: Insurance is not available if using Digi-Key Account		
Supplier may choose to use their own account number, their customers account number or Digi-Keys leveraged rates. Digi-Key is not responsible for any lost or damaged items once the courier takes receipt of the goods. Digi-Key rates do not include loss/damage insurance. If the supplier needs to add insurance to an individual order, the supplier will need to provide a shipping account AND manually notify their Digi-Key contact the specifics required to add insurance to the transaction. Note this may delay ship time as well.		
Other Services		
Audits/Cycle Counts	\$	1 per year included
Misc. requests for manual inventory checks	\$	10.00 per SKU

All fulfillment cost items listed are typical costs and applicable to most clients. Custom requests may result in additional charges and will be billed directly to that client. These requests can range from custom packing material to custom labor. Clients are responsible for all shipping charges pertaining to their carrier accounts.

Schedule A