

SCS 9001 Supply Chain Security Management System Handbook

The TIA QuEST Forum SINGLE USER ELECTRONIC COPY LICENSE AGREEMENT

The parties to this agreement are The TIA QuEST Forum ("Licensor"), publisher of *SCS 9001 SUPPLY CHAIN SECURITY MANAGEMENT SYSTEM HANDBOOK* [referred to as *the SCS 9001 Handbook R1.0* or simply *The Handbook*] ("Licensed Materials"), and the licensee identified below ("Licensee"). The following terms are applicable:

- **Handbook:** This License Agreement ("Agreement") applies to an electronic version, in PDF format, of the *SCS 9001 Handbook R1.0* as published in English.
- **License:** Upon payment of the License agreement fee, TIA QuEST Forum hereby grants Licensee a non-exclusive, non-transferable, limited license to a single electronic copy of *The Handbook*, exclusively for Licensee's individual use of *The Handbook* in accordance with the terms and conditions of this Agreement (the "Handbook License").
- **Scope:** This Handbook License does not convey to you an interest in or to the Handbook but only a limited right of use, revocable in accordance with the terms of this Agreement. You may install one (1) copy of the Handbook on, and permit access to, a single device owned, leased or otherwise controlled by you. In the event that device becomes dysfunctional, such that you are unable to access the Handbook, you may transfer the Handbook to another device, provided that the Handbook is removed from the device from which it is transferred and the use of the Handbook on the replacement computer otherwise complies with the terms of this Agreement. You may print one (1) copy of the Handbook for personal use only. Concurrent use on two or more devices, or use in a local area network or other similar network capable of being accessed by multiple devices is expressly prohibited by this Agreement. You shall not merge, adapt, translate, modify, rent, lease, sell, sublicense, assign or otherwise transfer the Handbook, or remove any proprietary notice or label appearing on any of the Handbook. You may make one (1) copy of the Handbook for backup purposes only.
- **Term:** This Agreement applies to this specific release of *The Handbook* and does not include rights to any future releases or updates. Each release will require purchase of an additional separate license. This Agreement may not be amended, modified, or extended by a written instrument signed by an authorized executive officer of both Licensor and Licensee.
- **Copyright:** *The Handbook* is copyrighted by TIA QuEST Forum. All rights are reserved. Under the copyright law, receiving an electronic version of *The Handbook* imposes the same copyright restrictions as those applicable to a purchase of a printed book. Similarly, the electronic version may not be made available by the Licensee to anyone. Licensee is granted permission to download and copy all or part of *The Handbook* for internal and archival use only. Notwithstanding the above, Licensee shall not (a) copy, in whole or in part, distribute, license or sublicense *The Handbook* to any third party for any reason; or (b) modify, adapt, alter, translate, or create derivative works of *The Handbook* without the written consent of TIA QuEST Forum. Licensee shall cooperate to the fullest extent possible with Licensor in its sole discretion to assist Licensor with what it may consider necessary to protect any of the Licensed Materials. Licensee will fully cooperate with Licensor in maintaining and defending the ownership and validity of the Licensed Materials against infringement and claims of infringement. Licensee will promptly notify Licensor of (i) any infringement or unauthorized use of any Licensed Materials by any third party of (ii) any assertion by any third party that Licensee's use of any Licensed Materials shall not be obligated to initiate or defend legal action with respect to any Licensed Materials, and Licensee shall not initiate or defend any such action itself without Licensor's prior written consent. You shall provide TIA QuEST Forum or any designee of TIA QuEST Forum with all information necessary to assure compliance with the terms of this Agreement. In the event you are not in compliance with the terms of this Agreement through the actions of any third parties, you shall cooperate with TIA QuEST Forum and any of its designees to assure compliance.
- **Warranty:** TIA QuEST Forum warrants that the media upon which *The Handbook* is conveyed to the Licensee shall be free from material defects. Notwithstanding the warranty made above, TIA QuEST Forum makes no other warranty, express or implied, with respect to the contents of *The Handbook*. *The Handbook* is licensed to Licensee "AS IS." TIA QuEST Forum disclaims and MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, WITH RESPECT TO THE HANDBOOK INCLUDING (BUT NOT LIMITED TO) IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- **General:** This Agreement will be effective upon purchase. The PDF file will be available for download upon full processing of payment. Restrictions on use of any documents - electronic or otherwise - received under

terms of this Agreement shall continue notwithstanding any subsequent disposition of this agreement. This Agreement constitutes the entire agreement between the parties hereto and there are no representations, warranties, covenants or obligations except as set forth herein. This Agreement supersedes all prior or contemporaneous agreements, understandings, negotiations and discussions, written or oral, of the parties hereto, relating to any transaction contemplated by this Agreement. Nothing in this Agreement is intended or shall be construed to confer upon or to give any person other than the parties hereto any rights or remedies under or by reason of this Agreement. Any failure of Licensor to enforce, at any time or for any period of time, any of the provisions under this Agreement shall not be construed as a waiver of the right of the Licensor to enforce such provisions unless said waiver is in writing, and signed by an authorized executive officer of Licensor. The relationship between Licensor and the Licensee under this Agreement is solely that of independent Licensor and Licensee. Each of the parties is in no way the legal representative or agent of the other party for any purpose and shall have no power to assume or create, in writing or otherwise, any obligation or responsibility of any kind, express or implied, in the name of or on behalf of the other party.

- **Termination:** This Agreement may be terminated immediately by TIA QuEST Forum upon breach of any provision of this Agreement by you. Upon any termination of this Agreement, you shall immediately discontinue the use of the Licensed Materials and shall delete all copies, electronic or printed and certify in writing to TIA QuEST Forum that the Licensed Materials, and any copy, has been deleted from any devices on which it was installed at any time, and is eliminated from your operations and premises. All sections of this document except "License" survive the termination of this Agreement. Upon termination or expiration of this Agreement for whatever reason, Licensee waives the applicability and protection of all laws, regardless of jurisdiction, giving to Licensee any rights of indemnity or other compensation in lieu of notice or otherwise arising upon termination of this Agreement or any other relationship between Licensor and Licensee. Licensor will not be required to indemnify or pay any amount to Licensee, whether as compensation, balancing, relief or otherwise, as a result of the termination of this Agreement.
- **Fee:** The site license once issued is NONREFUNDABLE.
- **Choice of Law & Dispute Resolution:** This Agreement shall be considered as having been entered into the State of Texas, and shall be construed and interpreted in accordance with the laws of the State of Texas; and each of the parties hereto irrevocably agrees to submit to the jurisdiction and venue of the courts of Collin County, State of Texas to resolve any disputes related hereto or arising hereunder.

BY DOWNLOADING AND ACCESSING THE PRODUCT, YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT.