

**Interim Designation of Agent to Receive Notification
of Claimed Infringement**

Full Legal Name of Service Provider: SpinCircuit Inc.

Alternative Name(s) of Service Provider (including all names under which the service provider is doing business): _____

Address of Service Provider: 55 Trimble Road, 2nd Floor, San Jose, CA
95131

Name of Agent Designated to Receive Notification of Claimed Infringement: Mike Doktorczyk

Full Address of Designated Agent to which Notification Should be Sent (a P.O. Box or similar designation is not acceptable except where it is the only address that can be used in the geographic location):

SpinCircuit Inc, 55 Trimble Road, 2nd Floor
San Jose, CA 95131

Telephone Number of Designated Agent: 408/273-2111

Facsimile Number of Designated Agent: 408/273-2101

Email Address of Designated Agent: Mike - Doktorczyk@spincircuit.com

Signature of Officer or Representative of the Designating Service Provider:

Date: 3-1-01

Typed or Printed Name and Title: Michael A. Doktorczyk
VP, Finance & Admin

Note: This Interim Designation Must be Accompanied by a \$20 Filing Fee Made Payable to the Register of Copyrights.

RECEIVED

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TERMS OF USE

This Terms of Use Agreement (the "Agreement") describes the terms and conditions applicable to the registered users ("Registered Users" or "You" or "Your") of the service ("Service") provided by SpinCircuit, Inc. ("SpinCircuit" or "Us") through the SpinCircuit website (the "Portal") at <http://www.spin-circuit.com>, or any successor URL, as the Service may be revised, superseded, enhanced, modified or supplemented from time to time. PLEASE READ THESE TERMS OF USE CAREFULLY. BY REGISTERING TO USE THIS SITE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS. If You do not accept these terms and conditions, or if You have any questions that cannot be answered at our site, please contact us by sending an e-mail message to webmaster@spin-circuit.com.

- 1. Eligibility.** The Service is available only to individuals who can form legally binding contracts under applicable law. Because some of the information collected on our Service allows us and others to identify Your employer and place of employment, as well as to identify company-specific transactions, it is important that Your employer understands and consents to Your use of this site and that You understand that by accepting this Agreement You are binding Your employer to its terms. SpinCircuit may refuse to provide the Service to anyone, at any time, in its sole discretion.
- 2. Description of the Service.** SpinCircuit provides an online design environment for printed circuit board ("PCB") designers that links the users' Electronic Design Automation ("EDA") environment to online component catalogs, schematic capture symbols, field application engineering support and other design services and tools necessary for developing a bill of materials ("BOM") for PCB designs.
- 3. Only a Venue.** The Service acts as a venue for potential buyers of PCB components ("Buyers") to communicate with both suppliers and distributors of component parts and contract manufacturers of printed circuit boards ("Sellers"). Although the Service can generate a BOM for PCB designs, SpinCircuit is not involved in the actual sales transaction between Buyers and Sellers except to provide a venue for the Service. SpinCircuit does not participate in the procurement of, delivery of, or payment for any goods by Buyers or Sellers. SpinCircuit relies upon its Sellers for the truth and accuracy of the listings on the Service, and as such, does not guarantee the accuracy, integrity, or quality of information listed on the Portal.
- 4. Amendment.** We may amend this Agreement at any time by posting the amended terms on the SpinCircuit Portal. All amended terms shall automatically become effective five (5) days after they are posted on the SpinCircuit Portal (the "Effective Date"). Your use of the Portal after the Effective Date will signify Your acceptance of any new terms.
- 5. Modification.** We reserve the right at any time and from time to time to revise, supersede, enhance, modify, supplement or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that SpinCircuit will not be liable to You or to any third party for any modification, revision, enhancement, supplement, suspension, or discontinuance of the Service.
- 6. Use of Information.** By becoming a Registered User, You accept this Agreement and thereby expressly consent to certain disclosures of information as described in our then-current privacy policies, which are incorporated herein by reference. Our current privacy policy is available at <http://www.spin-circuit.com/legal/privacypolicy.html>.
- 7. Termination of Registration.** We may terminate Your status as a Registered User (or, if we choose, take some lesser remedial action) immediately if You breach this Agreement, if You infringe any third party intellectual property rights, or if You give us false or unverifiable registration information, or if SpinCircuit has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete.
- 8. Password.** Registered Users will choose their own account ID, username, and password during the registration process. Usernames and passwords allow You to access the Service and will be required for use of the Service. You are responsible for maintaining the confidentiality of Your username and password, and are responsible for all activities that occur under Your username or account. SpinCircuit cannot and will not be liable for any loss or damage arising from unauthorized use of a Registered User's account, username, or password. You agree that SpinCircuit shall be entitled to rely without further inquiry upon any information provided through access to the Service through Your account, username, and password as if it were provided by You. You shall comply with all applicable laws and regulations regarding Your use of our Service. You may not transfer, share or disclose Your password with or to anyone.
- 9. User-Generated Content.** In certain circumstances, our Service permits You to transmit Your content to third parties (such as our field engineer support forums) or communicate with other users in the public areas of the Service ("Your Information"). In these cases:

1. You may not transmit content that: (a) infringes any third party's intellectual property or privacy/publicity right; (b) violates any law or regulation; (c) is defamatory, obscene, harmful to minors or child pornographic; (d) contains any viruses, trojan horses, worms, time bombs, cancelbots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information; or (e) is false, inaccurate or misleading.
2. You may not transmit unsolicited commercial communications or take any other action which excessively uses our network resources or bandwidth. At our option and without further notice to You, we may use protective technologies, such as automatic word and spam filters, that may terminate Your communications without delivering them.
3. We act as a passive conduit for online distribution and publication of Your information. However, we may take any action with respect to Your content if we believe it may create liability for us or may cause us to lose (in whole or in part) the services of our ISPs or other suppliers.
4. Solely to enable SpinCircuit to use Your Information, so that SpinCircuit is not violating any rights You might have in that Information, You agree to grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sublicenseable (through multiple tiers) right to use, modify, reproduce, distribute, display, and perform Your Information, in any media now known or not currently known, with respect to any content You provide to use in any public area of the Portal, including, but not limited to, any public chat room or FAE Support Forum. SpinCircuit will only use Your Information in accordance with our Privacy Policy.
5. No Interference. You agree that You will not use any robot, spider, or automatic device, or manual process to monitor or copy our web pages or the content contained herein for any purpose without our prior expressed written permission.

10. DISCLAIMER OF WARRANTIES. THE SERVICE, THE PORTAL, AND ALL CONTENT AND MATERIALS THEREON ARE PROVIDED "AS IS." WE AND OUR SUPPLIERS DISCLAIM ALL WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WE DO NOT WARRANT THAT THE SERVICE WILL BE CONTINUOUSLY AVAILABLE, THAT YOUR USE OF OUR SERVICE WILL BE UNINTERRUPTED, ERROR-FREE, VIRUS-FREE OR SECURE, THAT ANY DATA YOU STORE WITH US WILL BE RETRIEVABLE, THAT INFORMATION AVAILABLE THROUGH THE SERVICE WILL BE ACCURATE, COMPLETE, OR CURRENT OR THAT ERRORS OR DEFECTS WILL BE CORRECTED. SPINCIRCUIT ASSUMES NO

RESPONSIBILITY FOR ERRORS OR OMISSIONS IN THE SERVICE OR ANY OTHER WEBSITE THAT MAY BE LINKED TO THE SERVICE. SOME STATES DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMER MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS WHICH VARY FROM STATE TO STATE. Some states do not allow the disclaimer of implied warranties, so the foregoing disclaimer may not apply to You.

11. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL WE BE LIABLE FOR LOST PROFITS OR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH OUR SERVICE, THE PORTAL, OR THIS AGREEMENT (HOWEVER ARISING, INCLUDING NEGLIGENCE). IN NO EVENT SHALL SPINCIRCUIT OR ANY PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THIS SITE BE LIABLE TO YOU IN ANY MANNER WHATSOEVER FOR ANY DECISION MADE OR ACT OR OMISSION BY YOU IN RELIANCE UPON INFORMATION PROVIDED AT THIS SITE. OUR LIABILITY TO YOU IN ANY CIRCUMSTANCE IS LIMITED TO \$100. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to You.

12. **Intellectual Property Rights.** The entire contents of the Service and the Portal are the intellectual property of SpinCircuit and its suppliers. As between the parties, SpinCircuit is the exclusive owner or licensee of any and all copyrights, trademarks, servicemarks, and any other intellectual property right of materials related to the Service and the Portal. You may print and download portions of the materials contained on the Service solely for Your internal use provided that You maintain the copyright notice and any other notices that appear on any such copies. Any other copying, redistribution, publication, aggregation, or retransmission of any portion of materials on the Service is strictly prohibited without the express written permission of SpinCircuit.

13. **Trademarks.** SpinCircuit and the SpinCircuit logo are trademarks of SpinCircuit Inc. All rights reserved. All other trademarks are the property of their respective owners.

14. **Indemnification.** You agree to indemnify and hold SpinCircuit, and its subsidiaries, affiliates, service providers, licensors, officers, directors, employees and agents harmless from any and all losses, liabilities, damages and/or costs (including reasonable attorneys' fees), arising from any third party claims related to Your use of the Service, any content You post, email, transmit, or relay to or through the Service, Your violation of the Terms of Use, or Your violation of any intellectual property or other third party rights or any applicable law.

15. **Notices.** Except as stated otherwise, all notices or other communications required or permitted under this Agreement must be in writing. We can give notices to You to the email address You provide to us (effective when sent) or by certified mail, postage prepaid and return receipt requested, to Your mailing address (effective 3 business days after being sent). You can give notices to us at the address stated below by email, certified mail, postage prepaid and return receipt requested (effective 3 business days after being sent).

16. **Copyright Agent.** SpinCircuit's Copyright Agent for Notice of claims of copyright infringement on the Service is Mike Doktorczyk, who can be reached as follows:

Copyright Agent
c/o SpinCircuit Inc.
55 Trimble, Second Floor
San Jose CA 95131
By phone: (408) 273-2111
By e-mail: Mike_Doktorczyk@spincircuit.com

If You believe that Your work has been infringed, please provide SpinCircuit's Copyright Agent with the following information:

1. An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
2. A description of the copyrighted work that You claim has been infringed;
3. A description of where the material that You claim is located on the Service, or other appropriate information sufficient for its location and removal;
4. Your address, telephone number, and e-mail address;
5. A statement by You that You have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
6. A statement by You, made under penalty of perjury, that the information in Your notice is accurate and that You are the copyright owner or authorized to act on the copyright owner's behalf.

17. **General.** This Agreement shall be governed in all respects by the laws of the State of California as such laws are applied to agreements entered into and to be performed entirely within California between California residents. Both parties submit to personal jurisdiction in California and further agree that any cause of action arising under this Agreement shall be brought in a court in San Jose, CA. We shall not be liable for any delay or failure to perform resulting directly or indirectly from any causes beyond our reasonable control. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. Our failure to act with respect to a breach by You or others does not waive our right to act with respect to subsequent or similar breaches. If we ask a third party to provide additional services as part of our Service, the provisions of this Agreement shall apply to Your use of such third-party services unless a separate Terms of Use agreement is displayed to You there. This Agreement sets forth the entire understanding and agreement between us with respect to the subject matter hereof and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this agreement.

18. The services hereunder are offered by SpinCircuit Inc., located at 55 Trimble, Second Floor, San Jose, California 95131. You can reach us at (408) 273-2100. If You are a California resident, You may have this same information emailed to You by sending a letter to the foregoing address with Your email address and a request for this information.

The Complaint Assistance Unit of the Division of Consumer Services of the Department of Consumer Affairs may be contacted in writing at 400 R Street, Sacramento, CA 95814, or by telephone at (800) 952-5210.