

TERMS AND CONDITIONS OF PURCHASE ORDER

1. DEFINITIONS

A. "Release" means Buyer's authorization to Supplier to ship in accordance with this Purchase Order, and authorizing Supplier to ship a definite quantity of Items to a specified schedule. The Release is contained in this Purchase Order.

B. "Items" means the goods that Supplier is to provide to Buyer as set forth on this Purchase Order.

2. TERMS

Acceptance of this Purchase Order shall be limited to the express terms and conditions set forth herein.

3. PRICING

The price charged Buyer for any Item shall be mutually agreed to between Buyer and Supplier. For Items designated as custom Items, for purposes of comparing price under this Section, the price of the Item shall include those Supplier cost components that are generic to the Item as compared to other similar items generally sold by Supplier. Such comparison shall be made to the extent items have similar characteristics, such as form, fit, function, manufacturing process, or other specific comparison criteria agreed upon by the parties. In the event Supplier offers a lower price either as a general price drop or only to some customer(s) for any reason, Supplier shall immediately inform Buyer of this price and price protect Buyer's inventory of affected Items or Service by rebating to Buyer an amount equal to the difference in the price paid by Buyer and the lower price for all such Items pulled into Buyer's manufacturing process for consumption or Service delivered during the preceding thirty (30) days, or the date when Supplier first sells the Item at a lower price, whichever is longer. Buyer reserves the right to have a confidential third party audit conducted to ensure Supplier's compliance with the Agreement.

B. All applicable taxes, including but not limited to sales/use taxes, transaction privilege taxes, gross receipts taxes, and other charges such as duties, customs, tariffs, imposts, and government imposed surcharges shall be stated separately on Supplier's invoice. Supplier shall remit all such charges to the appropriate tax authority unless Buyer provides sufficient proof of tax exemption. In the event that Buyer is prohibited by law from making payments to Supplier unless Buyer deducts or withholds taxes therefrom and remits such taxes to the local taxing jurisdiction, then Buyer shall duly withhold such taxes and shall pay to Supplier the remaining net amount after the taxes have been withheld. Buyer shall not reimburse Supplier for the amount of such taxes withheld. When property is delivered and/or services are provided or the benefit of services occurs within jurisdictions in that Supplier collection and remittance of taxes is required by law, Supplier shall have sole responsibility for payment of said taxes to the appropriate tax authorities. In the event Supplier does not collect tax from Buyer, and is subsequently audited by any tax authority, liability of Buyer will be limited to the tax assessment, with no reimbursement for penalty or interest charges. Each party is responsible for its own respective income taxes or taxes based upon gross revenues, including but not limited to business and occupation taxes. To the extent that this Purchase Order includes transfers of licenses for software to be used in Web-based E-Commerce and/or E-Business solutions, or Web-related service fees, including but not limited to hosting fees, data and/or storage fees, and application services, and such services are determined to be taxable or to become taxable at some future point in time, Supplier will collect such taxes as determined to be due from Buyer, or Buyer's resellers if applicable, and will remit same to the appropriate taxing jurisdictions. In the case of taxes imposed on the gross revenues resulting from the provision of said services, Supplier will remit such taxes to the taxing jurisdiction before any deduction for Buyer's share of any business service fees. Supplier will separately invoice and state separately thereon each type of service and applicable taxes provided under the Purchase Order.

4. INVOICING AND PAYMENT

Prompt payment discounts will be computed from the latest of (i) the scheduled delivery date, (ii) the date of actual delivery, or (iii) the date a properly filled out original invoice or packing list is received. Payment is made when Buyer's check is mailed or EDI funds transfer initiated. Buyer shall at its option make payment within 10 days and receive a 2% discount from the total invoice, or shall make payment within thirty (30) days of Buyer's receipt of the proper original invoice or Buyer's receipt of Items, whichever is later. Original invoices or packing lists shall be submitted and shall include: purchase agreement number (if applicable), Purchase Order number, line Item number, Release number, part number, complete bill to address, description of Items, quantities, unit price and extended totals. All costs forwarded to Buyer for reimbursement of expenses agreed under the terms of this Purchase Order shall be net of any reclaimable Value Added Taxes ("VAT") incurred on such expenses. Buyer's payment shall not constitute acceptance. Supplier agrees to invoice Buyer no later than one hundred eighty (180) days after shipment of Items. Buyer will not be obligated to make payment against any invoices submitted after such period.

5. TERMINATION FOR CONVENIENCE

A. Buyer may terminate this Purchase Order or Release, or any part hereof, at any time for its sole convenience by giving written notice of termination to Supplier. Upon Supplier's receipt of such notice, Supplier shall, unless otherwise specified in such notice, immediately stop all work hereunder and give prompt written notice to and cause all of its suppliers or subcontractors to cease all related work.

B. There shall be no charges for termination of orders for standard Items. Paragraphs C through E of this Section 5 shall govern Buyer's payment obligation for custom Items. Custom Items are Items manufactured to Buyer's specifications solely for Buyer and offered or sold to no other customer.

C. Any claim for termination charges for custom Items, along with a summary of all mitigation efforts, must be submitted to Buyer in writing within thirty (30) days after receipt of Buyer's termination notice

D. Supplier's claim may include the net cost of custom work in process, scheduled to be delivered within fifteen (15) days and that must be scrapped due to the termination. Supplier shall, wherever possible, place such custom work in process in its inventory and sell it to other customers. In no event shall such claim exceed the total price for the Items terminated. Upon payment of Supplier's claim, Buyer shall be entitled to all work and materials paid for.

E. Before assuming any payment obligation under this Section, Buyer may inspect Supplier's work in process and audit all relevant documents.

6. CONTINGENCIES

Neither party shall be responsible for its failure to perform due to causes beyond its reasonable control such as acts of God, fire, theft, war, riot, embargoes or acts of civil or military authorities. If delivery is to be delayed by such contingencies, Supplier shall immediately notify Buyer in writing and Buyer may either (i) extend time of performance, or (ii) terminate the uncompleted portion of the Purchase Order at no cost to Buyer.

7. DELIVERY, RELEASES, AND SCHEDULING

A. Supplier shall notify Buyer in writing within two (2) business days of receipt of this Purchase Order if Supplier is unable to make any scheduled delivery and shall state the reasons therefor. The absence of such notice constitutes acceptance of this Purchase Order and commitment to the Release terms.

B. Supplier shall deliver Items per the Release schedule and Buyer may return non-conforming shipments at Supplier's risk and expense. Buyer may reschedule any Release in whole or in part prior to the Release date at no additional charge. Buyer may place any portion of a Release on hold by notice that shall take effect immediately upon receipt. Releases placed on hold will be rescheduled or terminated in accordance with Section 5 within a reasonable time.

8. ACCEPTANCE AND WARRANTY

A. Buyer may inspect and test all Items at reasonable times before, during, and after manufacture. All Items shall be received subject to Buyer's inspection, testing, approval, and acceptance at Buyer's premises notwithstanding any inspection or testing at Supplier's premises or any prior payment for such Items. Items rejected by Buyer as not conforming to this Purchase Order or Item specifications, whether provided by Buyer or furnished with the Item, may be returned to Supplier at Supplier's risk and expense and, at Buyer's request, shall immediately be repaired or replaced.

B. Supplier warrants that all Items furnished hereunder shall be new, of the grade and quality specified, free from defects in workmanship and material, conform to all samples, drawings, descriptions, and specifications furnished or published by Supplier, and to any other agreed-to specifications and quality provisions, and will be free of liens and encumbrances. If Supplier breaches any of the foregoing warranties, or Items are otherwise defective or non-conforming, during a period of three (3) years after Buyer's acceptance of Items, Supplier shall, at Buyer's option, promptly repair, replace, or refund the

amount paid for such Items. Supplier shall bear the cost of shipping and risk of loss of all defective or non-conforming Items while in transit.

9. PRODUCT SPECIFICATIONS AND IDENTIFICATION

Supplier shall not modify the specifications for Items without Buyer's written consent. Supplier shall notify Buyer at least one hundred twenty (120) days in advance of any changes in the manufacturing process. Supplier shall cooperate with Buyer to provide configuration control and traceability systems for Items supplied hereunder.

10. PACKING AND SHIPMENT

All Items shall be prepared for shipment in a manner that: (i) follows good commercial practice; (ii) is acceptable to common carriers for shipment at the lowest rate; and (iii) is adequate to ensure safe arrival. Supplier shall mark all containers with necessary lifting, handling and shipping information, Purchase Order number, date of shipment, and the names of the Buyer and Supplier. Buyer shall notify Supplier of the method of shipment and expected delivery date. If no instructions are given, Supplier shall select the most cost-effective carrier, given the time constraints known to Supplier. Supplier shall ship only the quantity of Items specified in the Release. Buyer may return at Supplier's expense any Items in excess of the quantity stated in the Release. As directed by Buyer, freight shall be either managed by Supplier or Buyer in accordance with the following terms and conditions: (i) For Supplier Managed Freight: All items shall be shipped Delivered Duty Paid, Buyer's Dock (DDP: Buyer's Dock, Incoterms 2000) for non free trade zone factory sites or Delivered Duty Unpaid, Buyer's Dock (DDU: Buyer's Dock, Incoterms 2000) for free trade zone factory sites. Title and Risk of loss shall pass to Buyer upon delivery of items to Buyer's Dock. (ii) For Buyer Managed Freight: All items shall be shipped Free Carrier, Supplier's Dock (FCA: Supplier's Dock, Incoterms 2000). Title and Risk of loss shall pass to Buyer upon delivery of items to Buyer's agent at the Supplier Dock. Hazardous Materials Freight: Notwithstanding any of the above requirements of this paragraph to the contrary, all Items that are Hazardous Materials/Dangerous Goods and are regulated in transportation by international, federal, state or local law shall be shipped Delivered Duty Paid, Buyer's Dock (DDP: Buyer's Point of Use, Incoterms 2000) for non free trade zone factory sites or Delivered Duty Unpaid, Buyer's Dock (DDU: Buyer's Point of Use, Incoterms 2000) for free trade zone factory sites. For such Hazardous Materials freight, title and risk of loss shall pass to Buyer upon delivery of Items to Buyer's point of use at the Buyer factory site designated in the Release.

11. OWNERSHIP/BAILMENT RESPONSIBILITIES

Any specifications, drawings, schematics, technical information, data, tools, dies, patterns, masks, gauges, test equipment, and other materials furnished or paid for by Buyer shall: (i) be kept confidential; (ii) remain or become Buyer's property; (iii) be used by Supplier exclusively for Buyer's orders; (iv) be clearly marked as Buyer's property and segregated when not in use; (v) be kept in good working condition at Supplier's expense; and (vi) be shipped to Buyer promptly on demand.

12. CONFIDENTIALITY AND PUBLICITY

During the course of this Purchase Order, either party may have or may be provided access to the other's confidential information and materials. Provided such are marked in a manner reasonably intended to make the recipient aware, or the recipient is sent written notice within forty-eight (48) hours of disclosure, that the information or materials are "Confidential", each party agrees to maintain such information in accordance with the terms of this Purchase Order and the CNDA or any applicable separate nondisclosure agreement between Buyer and Supplier. In the absence of a CNDA or other written agreement, at a minimum each party agrees to maintain such information in confidence and limit disclosure on a need to know basis, to take all reasonable precautions to prevent unauthorized disclosure, and to treat such information as it treats its own information of a similar nature, until the information becomes rightfully available to the public through no fault of the non-disclosing party. The parties agree that neither will disclose the existence of this Purchase Order, nor any of its details or the existence of the relationship created by this Purchase Order, to any third party without the specific, written consent of the other. Neither party may use the other party's name or trademarks in any type of advertisement materials, web sites, press releases, interviews, articles, brochures, business cards, project reference or client listings without the other's written consent.

13. INTELLECTUAL PROPERTY INDEMNIFICATION

Supplier shall indemnify and hold Buyer and its customers harmless from any costs, expenses (including reasonable attorneys' fees), losses, damages, or liabilities incurred because of actual or alleged infringement of any patent, copyright, trade secret, trademark, maskwork, or other intellectual property right arising out of the use or sale by Buyer or Buyer's customers of Items or Buyer's products manufactured using the Item(s) or containing the Item(s), irrespective of whether Buyer furnishes any specifications to Supplier, except as otherwise provided in this paragraph. Buyer shall notify Supplier of such claim or demand and shall permit Supplier to participate in the defense or settlement thereof. If an injunction issues as a result of any claim or action, Supplier agrees at its expense and Buyer's option to either: (i) procure for Buyer and Buyer's customers the right to continue using Items; (ii) replace them with non-infringing Items; (iii) modify them so they become non-infringing; or (iv) refund to Buyer the amount paid for any Items returned to Supplier or destroyed. Regardless of which of the foregoing remedies is effected, Supplier shall pay to Buyer rework expenses and incremental costs incurred by Buyer to procure alternative products required to fill orders placed by Buyer and accepted by Supplier as of the effective date of the injunction. This indemnification shall not apply to the extent custom Items are manufactured to Buyer's detailed specifications and such infringement would not have occurred but for complying with such detailed specifications. Buyer shall defend, indemnify, and hold Supplier harmless from any costs or expenses arising from a rightful claim of infringement by a third party, where Buyer furnishes and requires Supplier to use detailed specifications for the process of manufacturing the Item(s), and such infringement claim would not have occurred but for complying with such detailed specifications. Notwithstanding the foregoing, Buyer shall have no liability to Supplier hereunder, if Supplier knows, or through the exercise of reasonable due diligence should have known, that the required manufacturing specification(s) infringe or potentially infringe another party's intellectual property rights. The foregoing states the entire set of obligations and remedies flowing between Buyer and Supplier arising from any intellectual property claim by a third party.

14. HAZARDOUS MATERIALS

If Items or any services provided hereunder include Hazardous Materials, Supplier represents and warrants that Supplier and its personnel providing services to Buyer understand the nature of and hazards associated with the design and/or service of Items including handling, transportation, and use of such Hazardous Materials, as applicable to Supplier. Prior to causing Hazardous Materials to be on Buyer's property, Supplier shall obtain written approval from Buyer's Site Environmental/Health/Safety organization. Supplier will be responsible for and indemnify Buyer from any liability resulting from the actions of Supplier or its contractors in connection with: (i) providing such Hazardous Materials to Buyer; and/or (ii) the use of such Hazardous Materials in providing services to Buyer. Supplier will timely provide Buyer with material safety data sheets and any other documentation reasonably necessary to enable Buyer to comply with applicable laws and regulations. Supplier hereby certifies that Items supplied to Buyer comply with all applicable requirements of Buyer's Environmental Product Content Specification for Suppliers and Outsourced Manufacturers

15. CUSTOMS CLEARANCE

Upon Buyer's request, Supplier will promptly provide Buyer with a statement of origin for all Items and with applicable customs documentation for Items wholly or partially manufactured outside of the country of import.

16. COMPLIANCE WITH LAWS

Supplier shall comply with all national, state, and local laws and regulations governing the manufacture, transportation, import, export, and/or sale of Items and/or the performance of services in the course of this Purchase Order, including but not limited to Department of Commerce, including U. S. Export Administration regulations, Securities Exchange Commission, Environmental Protection Agency, and Department of Transportation regulations applicable to Hazardous Materials. Neither Supplier nor any of its subsidiaries will export/re-export any technical data, process, product, or service, directly or indirectly (including the release of controlled technology to foreign nationals from controlled countries), to any country for which the United States government or any agency thereof requires an export license or other

government approval without first obtaining such license. Supplier shall comply with all applicable laws regarding non-discrimination in terms and conditions of employment, payment of minimum wage and legally mandated employee benefits and compliance with mandated work hours. Supplier shall comply with all applicable laws regarding employment of underage or child labor and shall not employ children under the age of 16. Supplier represents and agrees that it is in compliance with Executive Order 11246 and implementing Equal Opportunity regulations, the Vietnam Era Veterans' Readjustment Assistance Act as amended by the Veterans Employment Opportunities Act of 1998 (to include Vietnam-era Veterans and other Veterans who served on active duty during a war or campaign or expedition for which a campaign badge has been authorized), and the Immigration Act of 1987, unless exempted or inapplicable. Supplier agrees to fully comply with Buyer's Code of Conduct policy.

17. PRIVACY

- A. If Buyer transmits any personal information to Supplier, Supplier warrants that Supplier shall not transfer such personal information to any third party or use it for any purpose other than as described in this Purchase Order.
- B. If Supplier obtains personal information in the course of performance of Services for Buyer, Supplier warrants that Supplier shall not transfer such personal information to any third party or use it for any purpose other than as described in this Purchase Order.
- C. If Supplier collects personal information on behalf of Buyer, and Buyer has given notice to Supplier that Buyer will use such personal information in order to contact the data subject, Supplier shall submit personal information to Buyer only if the data subject has opted-in to receive information, either from Buyer, or from other companies or persons in general.
- D. Supplier shall permanently delete all personal information within thirty (30) days after the personal information is no longer being actively used in fulfilling Supplier's obligations to Buyer under this Purchase Order.
- E. Supplier shall take all measures necessary to ensure the security of Supplier's data. Further, Supplier shall comply with the current online Privacy Alliance's privacy guidelines (available at www.privacyalliance.org), and any and all updates as they may be issued.

18. ELECTRONIC TRANSACTIONS

- A. Subject to the terms and conditions of this section, the parties agree to accept electronic records and electronic signatures (as such terms are defined in the U.S. Electronic Signatures in Global and National Commerce Act) relating to transactions contemplated by this Agreement.
- B. In connection with system-to-system implementations:
- (i) The parties will implement the particular transaction sets and/or message specifications mutually agreed upon by the parties. Each party's implementation will comply with applicable standards (e.g., applicable ANSI standards or RosettaNet PIPs), except as otherwise mutually agreed.
- (ii) Where applicable standards require that the receiving party issue a notice to the other confirming message receipt, such notice will not constitute a binding acceptance or acknowledgement of anything more than mere receipt. In the event that any element of an applicable standard conflicts with a provision of this Agreement, the provision of this Agreement will control.
- (iii) If a party has adopted an electronic identifier (e.g. a digital signature), the other party is entitled to rely on the authenticity of messages signed by or otherwise associated with such electronic identifier unless and until notified otherwise by the adopter.
- C. Either party may use a third party service provider in connection with e-business activities (e.g., to route or translate EDI or XML messages, or to host web based services). The party contracting with a service provider must require that such service provider (a) use information disclosed to or learned by such service provider in connection with providing services solely for the purpose of providing the applicable services, and (b) not disclose such information to any third party. Either party may begin to use or may change a service provider upon reasonable prior written notice. Each party will be liable for the acts or omissions of its service provider in connection with activities contemplated by this Agreement.

19. DISPUTE RESOLUTION

All disputes arising directly under the express terms of this Purchase Order or Purchase Agreement, if any, or the grounds for termination thereof shall be resolved as follows: The senior management of both parties shall meet to attempt to resolve such disputes. If the disputes cannot be resolved by the senior management, either party may make a written demand for formal dispute resolution and specify therein the scope of the dispute. Within thirty (30) days after such written notification, the parties agree to meet for one (1) day with an impartial mediator and consider dispute resolution alternatives other than litigation, including referral to the National Patent Board. If an alternative method of dispute resolution is not agreed upon within thirty (30) days after the one day mediation, either party may begin litigation proceedings.

20. WAIVER, REMEDIES AND ASSIGNMENT

No waiver of any breach hereof shall be held to be a waiver of any other or subsequent breach. If any provision of this Purchase Order is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, such determination shall not affect the validity of the remaining provisions. Buyer's rights and remedies herein are in addition to any other rights and remedies provided by law or in equity. Neither party may assign any rights in nor delegate any obligations under this Purchase Order or any portion thereof, without the written consent of the other. For purposes of this Section, the acquisition, merger, consolidation, or change in control of Supplier or any assignment by operation of law shall be deemed an assignment that requires Buyer's written consent.

21. APPLICABLE LAW, SURVIVAL

This Purchase Order is to be construed and interpreted according to the laws of the State of Delaware, excluding Delaware's conflict of laws provisions. The provisions of the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Purchase Order. The following Sections shall survive the termination or expiration of this Purchase Order: 1, 3, 5, 6, 8, 11, 12, 13, 14, 15, 17, 18, 19, 20, and 21. In addition, any right or legal obligation of a party that by its express term or nature would reasonably extend beyond the term of this Purchase Order shall survive for such extended period.

If this Purchase Order is for Services (defined as the work to be performed by Supplier as designated in the Purchase Order), the following terms and conditions also apply:

22. ADDITIONAL WARRANTIES All reference to the term "Item(s)" in these Purchase Order Terms And Conditions shall be deemed to include Services. In addition, Supplier represents and warrants that all Services provided shall be performed in a workmanlike and competent manner in accordance with the highest professional standards in Supplier's trade or industry, and shall meet the descriptions and specifications provided and/or published by Supplier, and those provided by Buyer.

23. GENERAL INDEMNIFICATION Supplier shall, to the fullest extent permitted by law, protect, defend, indemnify, and hold Buyer harmless from and against any and all claims, liabilities, demands, penalties, forfeitures, suits, judgments, and the associated costs and expenses (including attorney's fees), which Buyer may hereafter incur, become responsible for, or pay out as a result of: death or personal injury (including bodily injury) to any person, destruction or damage to any property, contamination of or adverse effects on the environment, and any clean up costs in connection therewith, caused in whole or in part by any negligent or willful acts, errors, or omissions by Supplier, its employees, officers, agents, representatives, or subcontractors while performing Services under this Purchase Order on the premises of Buyer.

24. INSURANCE Without limiting or qualifying Supplier's liabilities, obligations, or indemnities otherwise assumed by Supplier pursuant to this Purchase Order, Supplier shall maintain, at its sole cost and expense, with companies acceptable to Buyer, commercial general liability and automobile liability insurance with limits of liability not less than \$1,000,000.00 per occurrence and including liability coverage for bodily injury or property damage (1) assumed in a contract or agreement pertaining to Supplier's business and (2) arising out of Supplier's product, Services, or work. Supplier's insurance shall be primary, and any applicable insurance maintained by Buyer shall be excess and non-contributing. The above coverages shall name Buyer as additional insured. Supplier shall also maintain statutory workers' compensation coverage, including a broad form all states endorsement in the amount required by law, and employers' liability insurance in the amount of \$1,000,000.00 per occurrence. Such insurance shall include an insurer's waiver of subrogation in favor of Buyer. If Supplier is providing any professional service to Buyer, Supplier shall maintain professional liability insurance (including errors and omissions coverage) with liability limits not less than \$1,000,000.

25. COMPLIANCE WITH LAWS Add the following sentence to Section 16: Supplier agrees to abide by all Buyer's rules and regulations while on Buyer's premises or performing Services including, but not limited to, safety, health and hazardous material management rules, and rules prohibiting misconduct on Buyer's premises such as use of physical aggression against persons or property, harassment, and theft. In addition, Supplier agrees not to provide foreign nationals from controlled countries as employees or contractors for work on any Buyer site. For a current list of "Controlled Countries" refer to <http://www.bxa.doc.gov>.

26. INDEPENDENT CONTRACTOR In performing Services under this Purchase Order, Supplier is an independent contractor and its personnel and other representatives shall not act as nor be agents or employees of Buyer. As an independent contractor, Supplier will be solely responsible for determining the means and methods for performing the required Services. Supplier shall have complete charge and responsibility for personnel employed by Supplier; however, Buyer reserves the right to instruct Supplier to remove from Buyer's premises immediately any of Supplier's personnel who are in breach of this Purchase Order. Such removal shall not relieve Supplier of its obligation to provide Services under this Purchase Order.

27. NEW DEVELOPMENTS

- A. Supplier represents and warrants that Supplier has no outstanding agreement or obligation that is in conflict with any of the provisions of this Purchase Order, or that would adversely affect Supplier's performance hereunder or Buyer's exclusive right to developments (defined below), and Supplier agrees that Supplier shall not enter into any such conflicting agreement during the term of this Purchase Order.
- B. Supplier agrees that all works of authorship, inventions, improvements, developments, and discoveries conceived, made, or discovered by Supplier, solely or in collaboration with others, in the course of its performance of Services or the development of deliverables for Buyer hereunder as well as all patents, copyrights, trade secrets, trademarks, and other intellectual property rights therein and thereto (collectively, "Developments"), are the sole property of Buyer. Supplier agrees to assign (or cause to be assigned) and does hereby assign fully to Buyer all such Developments.
- C. Supplier agrees to assist Buyer, or its designee, at Buyer's expense, in every proper way to secure Buyer's rights in the Developments, including the disclosure to Buyer of all pertinent information and data with respect thereto and the execution of all applications, specifications, oaths, assignments, and all other instruments which Buyer may deem necessary in order to apply for and obtain such rights and in order to assign and convey to Buyer, its successors, assigns, and nominees the sole and exclusive rights, title, and interest in and to such Developments, including (without limitation) providing a certificate of originality and a written assignment of intellectual property. Supplier further agrees that Supplier's obligation to execute or cause to be executed, when it is in Supplier's power to do so, any such application, specification, oath assignment, or other instrument shall continue after the termination of this Purchase Order. Supplier further agrees to assist Buyer in enforcing all patents, trademarks, copyrights, trade secrets, or other ownership rights to protect Buyer's exclusive interest in Developments.
- d. Buyer acknowledges and agrees that Supplier shall retain sole and exclusive ownership of, and/or an unrestricted right to license, any invention, improvement, development, concept, discovery, or other proprietary information owned by Supplier or in which Supplier has an interest ("Supplier IP"). Notwithstanding the foregoing, Supplier agrees that if in the course of performing the Services, Supplier incorporates any Supplier IP into any Development, Buyer is hereby granted and shall have a nonexclusive, royalty free, perpetual, irrevocable, worldwide license, including the right to sublicense, under any such Supplier IP to make, have made, use, import, prepare derivative works of, reproduce, have reproduced, perform, display, offer to sell, sell, or otherwise distribute such invention, improvement, development, concept, discovery, or other proprietary information as part of or in connection with such Development.
- E. Supplier represents, warrants and agrees that it will not incorporate any third party intellectual property into any Development or deliverable provided hereunder without notifying and obtaining the prior written approval of Buyer.
- F. Supplier hereby waives any and all moral rights, including the right to identification of authorship or limitation on subsequent modification, that Supplier (or its employees) has or may have in any invention, materials, or other deliverables assigned to Buyer hereunder.
- G. Supplier warrants that: (1) all of its employees or contractors who perform work for it hereunder will have entered into written agreements with Supplier which ensure that the work they do is subject to the terms and conditions of this section; and (2) it will not incorporate any Developments into deliverables to be provided to Buyer which contain intellectual property not assignable or licensable to Buyer as provided in this Section.

28. ADDITIONAL SURVIVAL CLAUSES: Add the following clauses to Section 21: 22, 23, 25, 26, 27 and 28.

End of Terms and Conditions