

**GROWTH & INNOVATION TERMS AND CONDITIONS OF SALE**

Except where otherwise specified, this sale is subject to the following terms and conditions:

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19.5 THIS ARTICLE STATES THE ENTIRE LIABILITY OF SELLER WITH RESPECT TO INFRINGEMENT OF ANY PATENT, COPYRIGHT, OR PROPRIETARY RIGHT TO ANY PRODUCT SUPPLIED BY SELLER.

20.3 To the extent the Products contain software

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19.6 Customer warrants that any design, instruction, equipment, software or data provided by Customer to Seller, either directly or indirectly, shall not cause Seller to infringe on any patent, registered design, trademark or copyright. In the event Seller is made aware of an alleged infringement, Seller shall immediately advise Customer and Customer will take all actions necessary to resolve the alleged infringement. Customer shall indemnify, defend and hold harmless Seller, its officers, agents and employees against any expense, loss, attorney's fees, costs, damages or liability to the extent any claim or action based upon the use of items supplied by Customer infringe any United States patent or copyright or proprietary right.

20. Intellectual Property Rights

20.1 For the purposes of this provision, "Intellectual Property" shall be defined as trade secrets, patents, copyrights, design rights, trademarks, service marks, know-how and database rights (whether registered or unregistered). Each party shall exclusively own intellectual property it developed at its own expense prior to, or separately from, development of the Products delivered hereunder ("Background Intellectual Property"). Due to Seller's substantial time and investment incurred in development of the Products, Seller shall also exclusively own any and all Intellectual Property developed in the course of the development of the Products hereunder. Each Party grants to the other Party a non-exclusive, royalty-free, non-transferable license to use the other Party's Background Intellectual Property as necessary to develop and use the Products to be delivered hereunder. Such license specifically does not convey the right to reverse engineer or create derivative works from the other Party's Background Intellectual Property.

20.2 Except as otherwise stated in this Section, sale of the Products or Prototypes to Customer does not convey a license, implied or otherwise, under any patent, or "Patent Pending" in which Seller has an interest nor does it convey rights to any software or source code, descriptive data, including, but not limited to, Seller's manufacturing drawings, secrets, processes or tooling accept as expressly set forth in this Agreement.

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deemed proprietary unless otherwise identified in writing by Seller to the contrary. Such data shall be protected from disclosure to third parties by using all reasonable precautions and shall not be used by Customer unless such use is authorized in writing by Seller. Customer agrees that the data received is restricted to the sole use by the Customer for the purpose intended, and shall not be used, directly or indirectly, for the purpose of "reverse engineering," complete or partial manufacture of the product, or the manufacture of any spare parts for the Products, including any portion thereof. Further, Customer agrees that it will not convey, in any manner or form whatsoever, to any third party, any of the technical information or data received from Seller under the terms of this Agreement, without the prior express written permission of Seller. The provisions of this clause shall survive the expiration, completion, or termination of this Agreement.

24. Waiver

Failure by Seller to insist upon strict performance of any provision hereof by Customer shall not be deemed a waiver by Seller of its rights or remedies, or a waiver by it of any subsequent default by Customer. No claim or right arising out of a breach of this Agreement can be discharged in whole, or in part, by a waiver or renunciation of the claim or right, unless such waiver or renunciation is in writing signed by the aggrieved Party.

25. Assignment

This Agreement is not assignable or transferable by Customer whether voluntary or by operation of law, in whole or in part, without the prior written consent of Seller. That notwithstanding, Seller is hereby authorized to unilaterally assign this Agreement to any parent or affiliated entity.

26. Notices

All notices shall be in writing and shall be sent by certified or registered mail, return receipt requested, or by facsimile (FAX). Seller's address for such notices is the same as is set forth in Section 1 of this Agreement, with the addition of an Attention line to the Contracts Department. Customer shall establish its points of contact for

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in the USA shall have jurisdiction and venue to resolve such a dispute.

32. Termination

32.1 Customer may terminate this Agreement in whole or in part subject to the following provisions as hereinafter set forth. Any termination must be transmitted as a written notification in accordance with Section 26 of this Agreement, "Notices", and specifically identify the work being terminated. The effective date of the termination shall be thirty (30) days after Seller receipt of the termination notice. Upon receipt of the termination notice Seller will take action to limit Customer's future cost exposure; however, Seller may complete any work-in-process that can be completed prior to the termination effective date.

32.2 Promptly after the effective date of the termination, Seller shall submit its invoice, and be paid the Agreement price, for a

