



Terms and Conditions

RIGHTS OF TITLE

Seller agrees that all reports, manuals, programs, tapes, videos, software, and any other material prepared by seller's employees under an issued purchase order and all other work products of seller's employees shall belong exclusively to buyer. Seller agrees that all writings, discoveries, designs, mask works, inventions and improvements whether copyrightable, patentable or not which are written conceived, created, discovered or made by seller's employees or subcontractors in the course of the work done under an issued purchase order shall be promptly disclosed to buyer and shall become buyer's sole property.

PROPRIETARY INFORMATION

In order that seller's employees may effectively provide the services to buyer during the quotation process or resulting from issued purchase order, it may be necessary or desirable for buyer to disclose proprietary information pertaining to buyer's past, present and future activities. All proprietary information furnished or made available by buyer to seller or to seller's employees or subcontractors in connection with the work or services to be performed for buyer hereunder, and all proprietary information generated or developed by seller and its employees and subcontractors for buyer shall be treated as confidential by seller, and its employees and subcontractors and shall not be disclosed by seller, its employees and subcontractors to anyone, either in whole or in part, except upon written authorization by buyer.

PATENT

All designs, inventions and improvements, including software and documentation, made by seller in the course of the design and development work called for by this purchase order shall be the sole property of buyer; and seller shall obtain the execution of any papers as may be necessary to

perfect ownership thereof in buyer. Seller hereby grants an irrevocable, nonexclusive, royalty-free license to buyer and its subsidiaries under all domestic and foreign patents and all software and documentation which seller may now or hereafter own, to use and to make and have made for buyer's use all machines, equipment, methods and processes designed and developed under purchase order.

CONFIDENTIALITY

Seller, in order to provide the services set forth in request for quotation or assigned purchase order, will require information from buyer which buyer considers confidential (buyer's information). Buyer is willing to disclose buyer's information only with the understanding that seller maintain its confidentiality.

Accordingly, seller acknowledges that buyer's information is being disclosed to seller for the sole purpose of permitting seller to perform the services set forth in the request for quotation and/or purchase order, and agrees that it will not use the information for any other purpose. In addition, seller agrees that it will not disclose, disseminate, or otherwise make available buyer's information to anyone, other than to those employees who have a need to know it in order for seller to fulfill its obligation under issued purchase order. Seller agrees that it will take appropriate action by instruction, agreement, or otherwise, with any person permitted access to buyer's information. The buyer's information and any additions thereto are the sole property of buyer. At buyer's request or upon completion of seller's use of buyer's information, seller will return all copies of buyer's information to buyer or, at buyer's request, destroy buyer's information and certify such destruction to buyer.

Seller further agrees to indemnify and hold buyer harmless from any and all liabilities, damages, fines (including costs of defense, settlement, and reasonable attorney's fees), arising out of the disclosure or improper use of buyer's information by seller or seller's employees.