

# GENERAL DIGITAL CORPORATION

(hereinafter Seller)

## STANDARD TERMS AND CONDITIONS OF SALES

### 1. ENTIRE AGREEMENT

This document contains the entire and only agreement between the parties hereto relating to the subject matter hereof, and any representation, affirmation of fact, and course of prior dealings, promise or condition in connection, therewith, or usage of the trade not incorporated herein, shall not be binding on either party. The rights and obligations contained herein shall inure to and be binding upon the parties, their legal representatives, successors, and permitted assigns.

### 2. ACKNOWLEDGMENT AND ACCEPTANCE

Acknowledgment and acceptance of any order by Seller is expressly limited to and made conditional upon the terms and conditions contained herein. Any of the buyer's terms and conditions which are in addition to or different from those contained herein and which are not separately agreed to in writing (except additional provisions specifying quality, character of the products ordered, and shipping instructions) are hereby objected to and shall be of no effect. The buyer shall be deemed to have assented to all terms and conditions contained herein via placement of the purchase order with Seller.

Purchase Orders are subject to formal acceptance in writing (via email, by letter or fax) by Seller contractual representative even if received elsewhere by a salesperson, selling agent or other representative. Seller will use commercially reasonable efforts to confirm or reject any Buyer Purchase Order within five (5) business days of receipt by Seller contractual representative.

### 3. PRICING

A. Prices in Quotes are in US dollars (\$), include packaging for domestic or international commercial shipment, as appropriate, and are exclusive of any other amounts including without limitation fees for export, special packaging, transportation and insurance, and are payable as per the Quote.

B. Prices do not include any taxes, customs duties or tariffs. When Seller has the legal obligation to pay or collect any such taxes, duties or tariffs, the appropriate amount shall be paid by Buyer unless Buyer provides Seller with a valid exemption certificate. Buyer agrees to indemnify and hold Seller harmless for any liability for any tax, duty or tariff in connection with the sale, as well as the collection or withholding thereof, including penalties and interest.

### 4. PAYMENT TERMS

A. Seller will invoice Buyer for each shipment. The amount invoiced will include the price of the product or services plus all applicable taxes, fees, transportation, insurance, and other fees or charges. If all Service in Buyer's Purchase Order are not shipped at the same time, Seller will invoice Buyer at the time of shipment for the products or services being shipped. Payments shall be remitted to: General Digital Corporation, 60 Prestige Park Road, East Hartford, Connecticut, 06108, USA.

B. Unless otherwise specified, payments are due thirty (30) days after the date of invoice.

C. Any unpaid due amounts will be subject to interest at 1.5% per month, or, if less, the maximum rate allowed by law.

D. Seller shall not be liable under any warranty stated herein if the purchase price has not been paid in full.

E. Seller may offset amounts Seller owes to Buyer against amounts Buyer owes to Seller, whether under the same or a different Purchase Order.

F. In the event of default of payment when due, all costs of collection, including attorney's fees and court costs, shall be paid by the applicant.

G. Any credit extended to the applicant may be reduced or eliminated in the event Seller, in its sole reasonable discretion, determines that the applicant's payment history, financial situation, or ability to pay is impaired.

## 5. ACCEPTANCE OF COMPLETED SERVICES

Acceptance of completed services shall occur immediately upon completion unless buyer provides written notification of non-conformity within 15 calendar days of completion.

## 6. SECURITY INTEREST

A security interest in all goods and equipment purchased shall be retained by Seller until payment in full has been received for such goods and equipment, and Seller may file UCC-1 forms to protect its security interests.

## 7. TITLE AND DELIVERY

All shipments within the forty-eight (48) contiguous United States by Seller shall be FOB (Freight On Board) Point of Shipment, **unless other arrangements are made at order placement.** Title to hardware products and risk of loss pass to Buyer upon delivery to carrier at shipping point. Buyer shall pay all transportation and storage charges. Seller will select the carrier if Buyer does not. Unless explicitly stated in writing by the buyer, all outgoing shipments shall be insured by General Digital for the resale value. The cost of the insurance shall be included in transportation costs. Claims for shortages must be made within Ten (10) days after receipt of the order.

## 8. SPECIAL PRODUCTS

The following provisions are to be considered a part of all Special Product Acknowledgments and Orders. Special Product Orders are those calling for products not contained in Seller's current catalog and price list, or those requiring modifications to catalog products or those requiring sample, environmental, mechanical or life testing, 100% reliability screening, quality conformance qualifications, or any combination thereof. These provisions supersede any part of the other clauses relating to the same project.

A. Delivery dates are best estimates only and are subject to (1) Receipt by Seller of order and negotiated specifications containing, where applicable, all quoted waivers and/or exceptions; (2) successful, first time passage of products submitted to electrical performance test, to environmental and/or life test processing as required by applicable specifications.

B. Seller assumes no responsibility for, nor refund or replacement of, products shipped at the Buyer's request prior to successful completion of acceptance and/or qualification test performed by Seller, except those subject only to Buyer's incoming visual inspection.

## 9. PATENTS

Seller shall defend any suit or proceeding which is based on a claim that any product(s), or part(s) thereof, furnished under this contract constitutes an infringement of any valid United States patent, if notified promptly in writing and given authority, information and assistance for the defense or settlement of same. In case said product(s), or part(s) thereof, is in such suit held to constitute infringement and the use of said product(s) or part(s) is enjoined, then Seller shall at its own expense and at its option, either procure for the Buyer the right to continue using said product(s) or part(s), or replace same with non-infringing

comparable product(s), or modify it so it becomes non-infringing, or refund the purchase price thereof. The forgoing states the entire liability of Seller for patent infringement by said product(s) or part(s) thereof.

## **10. WARRANTIES EXCLUSIVE**

To the full extent allowed by law, the foregoing warranties and remedies are exclusive and are in lieu of all other remedies, warranties, terms, or conditions, express or implied, either in fact or by operation of law, statutory or otherwise. Seller's warranties herein convey to Buyer and to the ultimate end user (the "End User"), but are not extended to any other third parties. The foregoing warranties and remedies are contingent upon proper installation and usage of the final product by the Buyer and/or end customer. Any product found to have been installed improperly or misused, would subsequently be repaired under Seller neither assumes nor authorizes any other person to assume for it any other liability in connection with the sales, installation, maintenance or use of its Products or performance of Services. Replacement Products assume the warranty status of the Product being replaced and have no separate or independent warranty of any kind. OTHER THAN AS EXPRESSLY SET FORTH ABOVE, THE SELLER MAKES NO WARRANTIES, EXPRESS, STATUTORY, IMPLIED, OR OTHERWISE. SELLER SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES AND CONDITIONS OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY LAW.

Seller warrants that, upon delivery to the Buyer, the product sold thereunder shall be free of defects in materials and workmanship and that such product shall substantially conform to the specifications provided by Seller.

### **A. Warranty Commencement and Duration**

1. This Warranty commences on the date of delivery to the Buyer unless another time for commencement has been negotiated between Seller and Buyer prior to such delivery. Should the product be delivered through a third party (UPS, USPS, Federal Express, etc.), the warranty period shall commence on the date that such third party receives the product unless another time for commencement has been negotiated between Seller and Buyer prior to such delivery.
2. The duration of the Warranty shall be one (1) year from the date of delivery as set forth above.

### **B. Return of Product**

This Warranty shall be effective only if Seller receives notice of such defects in materials and workmanship during the period of the Warranty stated above. After Seller receives such notice, Buyer shall obtain a Return Material Authorization (hereafter RMA) number. To obtain an RMA number, Buyer shall contact Seller's Customer Service Department, with the model number(s), serial number(s), and original purchase order number(s) of the product(s). Buyer shall include a brief description of the problem or failure mode experienced. Buyer shall conspicuously mark the outside of the package containing the product(s), with the letters "RMA" and the number assigned by Seller. Any package returned without RMA and the RMA number clearly visible will be rejected at Seller's receiving dock.

After Buyer has provided notice and obtained the appropriate RMA number, Buyer shall return the product, upon request, to General Digital Corporation, 60 Prestige Park Road, East Hartford, Connecticut, 06108, USA, not later than thirty (30) days after Seller's receipt of notice of the alleged problem or failure mode. Buyer shall prepay all transportation charges for return of the product(s) to Seller. Seller shall pay for the cost of sending the product(s) back to Buyer. Transportation to Buyer shall be deemed Best Way and any other transportation method shall be at the Buyer's cost. All costs of customs clearance, shipping, and any other related charges for transportation outside of the contiguous 48 United States, shall be at the Buyer's expense. After Buyer's compliance, Seller shall, at Seller's option, repair or replace the product(s).

Excluded from this Warranty are all problems or failures resulting from:

1. Improper or inadequate maintenance of the product by the Buyer;
2. Unauthorized opening, servicing, or modification of the product by any means;
3. Operation of the product outside its environmental specifications;
4. Neglect, misuse, abuse or accidental damage of the product;
5. Loss of illumination source (e.g., bulbs, LEDs) beyond their expected lifetime;
6. User-replaceable fuses;
7. Modification or integration with other components not covered by a Seller warranty when such integration increases the likelihood of problems, failures, or damage.

Further, this warranty is between Seller and Buyer only, and does not extend to Buyer's customers or users of Buyer's products. In addition, and in the event that Buyer integrates Seller's product with components manufactured or supplied by any other company, this warranty shall only relate to defects in materials and workmanship of Seller's product, and not to problems with, or failures of, Seller's product caused by other components integrated with it.

Seller's rendering of technical advice and/or assistance or Seller's performance of service work in connection with Buyer's order of the product(s) shall not change or enhance this warranty in any way. Buyer's reliance on Seller's skill or judgment to select or furnish suitable goods shall be at Buyer's risk. Seller shall not be liable for any direct, indirect, special incidental, or consequential damages including, but not limited to, loss of profits and/or destruction of other property, caused by any application of the product(s) and/or its integration with other components. Seller's liability shall be limited to the amount paid by the Buyer for the product(s).

The aforementioned remedies are in lieu of and exclude all others. Buyer assumes all other risks and liabilities for loss, damages or injury, whether or not caused by Seller's negligence, to persons or property and arising out of, connected with, or resulting from, the use of Seller's products or services either alone or in combination with other products or services. Seller specifically excludes any and all other warranties, written or oral, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose.

**C. Warranty May Be Voided by Seller if:**

1. Buyer handles or repackages optically enhanced display assemblies improperly (e.g., lack of ESD, poor repackaging, dirty inspection environment) or not in accordance with best practices.
2. Buyer does not follow Seller recommended integration procedures (e.g., star approach to mounting, even pressure on all display edges, etc.).
3. Buyer performs additional optical enhancement services that potentially affect the bond (e.g., uneven surface pressure) or the bonded surfaces (scratches, digs, etc.).
4. Buyer's integration techniques affect the bonded assembly.
5. Buyer exposes the product to an environment (e.g., shock, vibration, temperature, altitude) for which Seller did not agree upon in the Statement of Work.
6. Buyer improperly installs the display so as to cause undue stress upon the unit.

## 11. CUSTOMER-CONSIGNEE MATERIALS PROCEDURES

A. **Consigned** parts shall be shipped to General Digital Corporation (Seller) in such manner as to avoid mechanical or electrical damage. Seller will inspect incoming consignments and may reject the shipment if it is not properly packaged. Return freight shall, in such event, be the responsibility of the consigner. Shipping instructions for Buyer Consigned Materials are included with Seller quotations.

B. All displays will be tested for compliance with the display manufacturer's specifications at incoming inspection. Buyer may be required to provide display controllers, cables, and other materials, in the event that Seller does not have them in-house.

C. Buyer agrees to accept any and all yield losses of consigned displays damaged in-process. Yields are expected to be in excess of 90% for small quantities, increasing to 95%+ in production. However, this cannot be guaranteed for small orders (less than 100 units).

D. Finished product will be returned to the Buyer using original packaging, unless excessively damaged in shipment. In this event, Seller will ship in best available packaging.

E. Finished product warranty is limited to replacement of bonding only in the event of bond failure due to delamination or discoloration, within a period of one year from invoice date. Display failures are specifically excluded from this warranty.

F. Buyer must notify Seller of any rejected material within 10 days of receipt of said material. Rejected material may only be returned to Seller with an authorized RMA. Seller quotation number must be present on all purchase orders and will indicate Buyer's acceptance of all conditions, exceptions and clarifications identified above.

### G. Pre-Order Acknowledgments

1. Buyer must supply a minimum of one (1) fully functional test kit (video controller, backlight controller, digital cables, inverter, and other necessary materials) to allow Seller to fully inspect and evaluate the display(s) before and after optical bonding or enhancement of the display(s).

a) If Buyer elects not to supply a complete kit, Buyer accepts that they assume all risk associated with the limited optical enhancement(s) process, since Seller will not have the means to completely and thoroughly test and inspect the display(s).

b) Or, Buyer can elect to contract Seller to provide a test kit as a separate line item.

2. Buyer understands and accepts that if Seller is required to open or modify the OEM display(s) to perform its optical enhancement services (e.g., film enhancement, optical bonding, backlight replacement), then the OEM warranty will most likely become void.

3. Buyer understands and accepts that each display is unique in terms of its physical construction, performance (environmental, electrical, optical) and durability. Seller must gain experience with each display before it can fully optimize an optically enhanced solution in a production environment.

4. Buyer understands and accepts that each application has unique performance requirements (e.g., environmental, shock, vibration, altitude). Depending on the complexity of the application requirements, Seller may be required to conduct an iterative design process that requires collaborative Buyer testing to arrive at a result that is fully compliant with the Buyer's specific needs.

5. Buyer understands and accepts that each of the Seller's optical enhancements may incorporate unique components (e.g., films, cover glass, heaters, EMI filters, touch sensors), enclosures/brackets, bonding substances (e.g., silicone, epoxy) and various processes and procedures.

6. Seller highly recommends that any new optical enhancement service incorporate the following design life cycle to ensure the best production run results:
  - a) Buyer supplies two or more displays (with test kit) to Seller for evaluation of the displays and to allow preliminary feasibility study. Buyer should provide two or more displays in the event that any are damaged during evaluation or shipment.
  - b) Seller develops a prototype to test recommended optical enhancement(s) and associated processes. The prototype will be supplied to Buyer for inspection, testing, and constructive feedback or approval.
  - c) Seller performs enhancement(s) to a small and limited number of pre-production units to ensure that processes developed during engineering prototype development are correctly implemented in a production environment. Pre-production units are evaluated by Seller and Buyer for product acceptance before proceeding to full production. Modifications to the physical design and associated processes may be changed during and after this phase in an effort to meet full compliance and achieve optimal production yields.
  - d) Full production commences.
7. Buyer understands and accepts that a yield loss is to be expected during the optical enhancement process due to the sensitivity of displays and the complexity of the optical enhancement process. All yield losses are assumed by the Buyer.
  - a) Seller makes no promises of yield loss during the initial evaluation and prototyping phase of product development. It is during this phase that Seller's engineers must learn each display's "personality," nuances and limitations.
  - b) Higher yield losses are possible during pre-production as processes developed during the prototype phase are put to a practical test. Modifications to the original formula may be made during and after this phase to improve future yields.
  - c) Once Seller enters into the Production phase, they expect that the optical enhancement processes are thoroughly tested, mature and proven. Therefore, anticipation is for the yields to be  $\geq 95\%$ , provided pre-production results have achieved consistent results and full compliance.

#### H. Delivery Receipt

1. Buyer has fourteen (14) days after receipt of enhanced displays to report any failures discovered during incoming test and inspection.
  - a) Testing must be performed before Buyer applies any additional display enhancement, or integration into finished product or another subassembly.
  - b) Testing conditions cannot exceed those specified by the Seller, the OEM manufacturer, or the mutually agreed upon Statement of Work and control drawings.
2. Buyer must handle the sensitive electronics in accordance with Seller's and OEM's recommended guidelines.
3. Buyer must comply with Seller's integration recommendations. Otherwise, Buyer runs the risk of damaging the optically enhanced display assembly. Evidence that improper integration techniques used may result in Seller's warranty being voided.

#### I. Repair

1. Buyer must pre-authorize Seller's technicians to perform up to one (1) hour of evaluation per display at standard repair rates.

- a) Buyer must supply Seller with a purchase order before Seller will perform its evaluation.
  - b) During this evaluation, Seller will assess the nature of the failure, the feasibility of repair and issue a repair estimate to Buyer.
  - c) In the event a problem is found, or the Buyer authorizes further repair action by Seller's technicians, a fee will be charged, unless deemed to be covered by the warranty.
  - d) The repair estimate is an approximation based on initial visual and functional inspection. Other complications can be discovered after the display is disassembled and repair efforts are started.
2. Buyer must supply a fully functional test kit (video controller, backlight controller, digital cables, inverter, and other necessary materials) to allow Seller to fully inspect and evaluate the display before and after performing repair services.
- a) If Buyer elects not to supply a complete kit, Buyer accepts that they assume all risk associated with the optical enhancement, since Seller will not have the means to properly test and inspect the display(s).
  - b) Buyer can elect to contract Seller to provide a test kit as a separate line item.
3. Films could get contaminated during the cleaning process. If they do, Seller will attempt to salvage/replace, to the best of its ability. Buyer can provide extra films if needed. Seller can provide films, if available, for an additional fee.

#### J. De-Bonding

Although Seller has a high success rate with de-bonding most optical bonds, success is highly dependent upon a variety of factors such as bond thickness and materials, overlay type, and mechanical considerations.

1. De-bonding or film delamination is extremely difficult and can potentially damage a display or overlay. Therefore, Buyer assumes all risk and responsibility of electrical and physical damages to the display and overlay during the de-bonding process.
2. Buyer is responsible for all labor charges incurred during the de-bonding or delamination process, regardless of the outcome or success of the process.
3. Re-bonding a previously de-bonded or delaminated display or overlay increases the risk of delamination of successive bonds due to contamination of the bonding surfaces. Although Seller has a superb success rate, a guarantee that all recycled parts can be successfully re-bonded cannot be granted.
4. Although Seller uses best practices to clean de-bonded or delaminated surfaces, Seller may recommend a super-cleaning (e.g., plasma etch) to minimize contamination and promote improved adhesion.

#### K. Re-Bonding

1. The fee to re-bond previously de-bonded displays and overlays will be dependent upon volume. Therefore, the unit cost to repair may exceed the original purchase price, especially if the purchase price included volume discounts.
2. Any parts that were damaged or cannot be reused (e.g., snap-in frames, gaskets) as a result of disassembly or de-bonding, must be:
  - a) Consigned to Seller; or
  - b) Buyer will be charged a fee proportional to the volume that Seller must purchase to replace said parts and materials.

#### L. Inspection Criteria

1. Unless otherwise mutually agreed upon in writing, all bonded and optically enhanced assemblies will be inspected to Seller's optical enhancement department's inspection criteria.
2. As a rule of thumb, or in the absence of specific inspection criteria, Seller may invoke the following additional inspection criteria for establishing baseline acceptance:
  - a) Displays will be inspected to OEM inspection criteria.
  - b) Overlays (including touch sensors and filters) will be inspected to OEM inspection criteria.

### 12. LIMITATION OF LIABILITY

SELLER, OR ITS AFFILIATES' OR ITS SUPPLIERS' TOTAL LIABILITY ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO DIRECT, ACTUAL DAMAGES UP TO BUT NOT TO EXCEED THE PURCHASE PRICE OF THE SERVICES. IN NO EVENT SHALL SELLER BE LIABLE FOR COSTS OF SUBSTITUTE PRODUCTS OR SERVICES, LOST PROFITS OR REVENUE, BUSINESS INTERRUPTION, CLAIMS OF THIRD PARTIES, LOSS OF INFORMATION ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, OR ANY SPECIAL, INDIRECT, RELIANCE, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY REGARDLESS OF THE REASON. THE FOREGOING LIMITATIONS SHALL APPLY REGARDLESS OF WHETHER SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. The disclaimers of warranty and limitations of liability set forth herein are an essential element in setting the product price. Because some states and jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply or fully apply to Licensee.

### 13. BUYER CHANGE ORDER AND CANCELLATION

Any and all changes to Buyer's Purchase Orders must be provided by written (paper-based or electronically transmitted) notice from Buyer. Any change order increasing the purchase quantity is subject to acceptance by Seller contractual POC (Point of Contact).

### 14. CANCELLATION OR DEFAULT

Seller may, upon written notice to Buyer, cancel any or all of Buyer Purchase Orders, immediately effective, if:

- A. Buyer fails to perform any material obligations and such failure is not remedied within fifteen (15) calendar days after notice has been given;
- B. Buyer fails to pay for purchases in accordance with the terms stated herein;
- C. Buyer ceases doing business as a going concern; makes an assignment for the benefit of creditors; is unable to pay its debts as they become due; files a voluntary petition in bankruptcy; is adjudicated to be a bankrupt or insolvent debtor; files a petition seeking for itself any reorganization; or consents or acquiesces in the appointment of a trustee, receiver or liquidator; or
- D. any proceeding seeking involuntary reorganization, or similar relief is filed against Buyer which is not dismissed within thirty (30) days after filing, or if any trustee, receiver or liquidator of Buyer or any substantial part of its business assets or properties is appointed without Seller consent or acquiescence and such appointment is not vacated within thirty (30) days after such appointment. Any cancellation pursuant to this clause will be in addition to and not in lieu of any other remedies available to Seller at law or in equity.



**E. Cancellation: Standard Products**

1. Buyer is responsible for one hundred percent (100%) payment if any order scheduled for delivery within thirty (30) days is canceled. Upon written notice to Seller, Buyer may cancel any order for standard products scheduled for shipment beyond thirty (30) days after Seller receives Buyer’s cancellation notice. Buyer shall be liable for any applicable bill-back charges resulting from such cancellation. Buyer shall also pay, as a rescheduling/ restocking charge, twenty-five percent (25%) of the price specified on order sheet for each canceled product unless Buyer reschedules the order for delivery within one hundred twenty (120) days.

**F. Cancellation: Custom Products**

1. If Buyer cancels orders for products containing design, markings, packaging or other specifications unique to Buyer, Buyer shall pay the following cancellation charges in addition to any applicable bill-back charges.

Percentage of Purchase Price to be Paid Upon Cancellation Notice	Number of Days Before Scheduled Delivery that Written Cancellation is Received
100	0-30
75	31-60
50	61-90
20	91-120

**15. EXPORT COMPLIANCE**

Buyer acknowledges that the Products are subject to U.S. export control laws and regulations, including but not limited to the U.S. Export Administration Regulations and the U.S. International Traffic in Arms Regulations. Buyer shall comply strictly with all U.S. export laws and regulations and assumes sole responsibility for obtaining required export or re-export licenses at Buyer's sole risk, cost and expense. Buyer shall not directly or indirectly export, re-export or transmit any Products to any country or foreign national thereof to which such export, re-export, or transmission is restricted or prohibited. Buyer shall indemnify and hold Seller harmless against any liabilities suffered by Seller for any violation of this provision. Buyer agrees to furnish an End User Statement or End User Certificate for any Product if requested by Seller prior to the date of shipment.

**16. U. S. GOVERNMENT USE; RESTRICTED RIGHTS**

Seller Hardware, Software, and Integrated Products are Commercial items and any accompanying documentation have been developed entirely at private expense. They are delivered and licensed as "commercial computer software" as defined in DFARS 252.227-7014 (Jun 1995), as a "commercial item" as defined in FAR 2.101(a), or as "restricted computer software" as defined in FAR 52.227-19 (Jun 1987), or any equivalent agency regulation or contract clause, whichever is applicable. Buyer or its End User has only those rights provided at DFARS 252.227-7015(b)(2) for Software and any accompanying documentation and the applicable rights included in the Seller standard software license.

**17. LICENSE AGREEMENTS**

Notwithstanding anything to the contrary herein, to the extent the Services are delivered with a Seller or Third Party Product license agreement(s) (the "License Agreement(s)"), the terms and conditions of such License Agreement(s) shall apply in addition to the terms and conditions set forth herein. To the extent there is a conflict between the terms and conditions of such License Agreement(s) and those set forth herein, the term or condition set forth in the License Agreement(s) shall govern in all

cases. Nothing herein shall be construed to grant any rights or license to use any Product or other intellectual property in any manner or for any purpose not expressly permitted by the License Agreement.

## 18. PROPRIETARY RIGHTS AND CONFIDENTIALITY

A. Rights in any and all of Seller's information, know-how, trademarks, data, trade secrets, inventions, patents, plans, drawings, specifications, processes, designs, etc., whether or not acquired or reduced to practice during the course or as a result of this order, shall remain the property of Seller and Seller shall not be obligated to provide any of such property to Buyer. Buyer shall obtain no rights in any of such property and the price charged shall include no consideration for such property unless specifically so stated on the face of Seller's Standard Terms and Conditions of Sale. Listing as a separate line item and separately billing for Non-Recurring Engineering (Engineering Services) does not accrue to Buyer rights in any of the aforementioned property of Seller, unless specifically stated on the face of Seller's Standard Terms and Conditions of Sale.

B. Buyer acknowledges that propriety property of Seller is a valuable business asset of Seller and that unauthorized use or disclosure of such would result in irreparable damage to Seller. Buyer agrees that it will:

1. use proprietary information of Seller only for the purposes intended and necessitated by this order, not otherwise use or disclose any proprietary information of Seller without Seller's express informed written consent;
2. take all reasonable precautions to insure protection against use or disclosure;
3. and return, at Seller's request, all proprietary property of Seller which is in the possession or control of Buyer.

C. Any data, information, specifications, processes, drawings, designs, plans, know-how, etc. of Buyer supplied to Seller in conjunction with this order must be considered free from proprietary restrictions, unless expressly agreed otherwise in writing, signed by and authorized by an officer of General Digital Corporation.

## 19. PUBLICITY AND USE OF SELLER MARKS

Buyer shall not release any publicity, advertisement, or news release regarding any contract, subcontract or purchase order with Seller without Seller express written consent. Buyer shall not use any General Digital Corporation trade/service marks or trade names ("collectively "marks") for any purpose whatsoever without the express written consent of Seller, except as expressly permitted by the rules of use set forth in Seller Web site.

## 20. ASSIGNMENT

Seller may freely assign or pledge the payments due (and the documentation supporting such payment obligation) from Buyer under the applicable Purchase Order, and may assign all of its other rights and obligations by giving Buyer written notice thereof but without being obligated to obtain Buyer's consent prior thereto. In the event of an assignment, Seller shall be discharged of any further liability pursuant to the affected Purchase Orders. Buyer may not assign its rights or delegate its obligations under any or all of its Purchase Orders unless Seller written consent is obtained prior thereto and any such assignment without such consent shall be void.

## 21. ARBITRATION

Any controversy or claim arising out of or relating to this agreement shall, at the option of either party, be settled by arbitration in accordance with the rules of American Arbitration Association. Provided, however that in the event of a violation of the provisions of paragraph 21, General Digital Corporation shall be entitled to injunctive or other relief to enforce its rights under this agreement without prejudice to its rights under this paragraph. Such injunctive or equitable relief shall not preclude the award of monetary damages, if appropriate. The parties acknowledge that, by agreeing to this provision, each waives its right to

a jury trial in exchange for a quicker and less expensive method of resolving any dispute concerning this agreement or anything relating thereto.

## **22. CONTROLLING LAW**

This Agreement shall be governed by, subject to, and construed according to the laws of the State of Connecticut. For purposes of applying to Connecticut law, this Agreement shall be deemed to have entered into and wholly performed in Connecticut. Buyer warrants, and it is a condition of this acknowledgment, that Buyer has complied, and will continue to comply with applicable laws, regulations, and order of the United States Government, and of any state or political subdivision thereof, including all statutes, regulations, and directives that are applicable to Buyer's purchase thereunder. Without limiting the foregoing, Buyer further warrants that they have complied with all applicable provisions of the Fair Labor Standards Act of 1938, as amended; and all regulations and orders issued by the US Department of Labor, as well as US export regulations including, but not limited to, the International Trafficking and Arms Regulations (ITAR). Buyer further agrees to defend, indemnify and hold Seller harmless from and against claims, losses, damages, costs and expenses that may be sustained by reason of Buyer's failure to meet any of the above requirements.

## **23. FORCE MAJEURE**

Seller will be excused from any obligation to the extent performance thereof is prevented by acts of God, fire, flood, riots, material shortages, strikes, governmental acts, disasters, earthquakes, inability to obtain labor or materials through its regular sources, or any other cause beyond Seller reasonable control.

## **24. SEVERABILITY**

In case any one or more of the provisions or parts of a provision contained in this agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision or part of a provision of this agreement but this agreement shall be construed as if such invalid, illegal or unenforceable provision or part of a provision had never been contained herein.

## **25. SURVIVAL OF TERMS**

The termination or cancellation of any Buyer Purchase Order shall not affect the parties' obligations and rights hereunder which by their nature should be understood to survive such termination or cancellation.