

# TERMS AND CONDITIONS OF PURCHASE - SERVICES

## **Buyer and Contractor agree as follows:**

In these General Conditions of Purchase, "Buyer" shall mean the NEXPERIA entity listed on the face of the purchase order.

### **1. ACCEPTANCE**

This order ("Order") is Buyer's offer to Contractor. When Contractor accepts this Order, either by acknowledgement, commencement of performance, or by delivery of any items ordered, it shall be a binding contract ("Contract").

**THIS ORDER IS LIMITED TO THE TERMS AND CONDITIONS SPECIFIED ON THE FACE AND REVERSE OF THIS DOCUMENT AND ANY ATTACHMENTS. BUYER DOES NOT AGREE TO ANY PROPOSED ADDITION, ALTERATION OR DELETION BY CONTRACTOR. THESE TERMS AND CONDITIONS CAN BE VARIED ONLY BY A WRITING SIGNED BY BUYER. ANY OTHER STATEMENT OR WRITING OF CONTRACTOR SHALL NOT ALTER, ADD TO, OR OTHERWISE AFFECT THESE TERMS AND CONDITIONS.**

### **2. SERVICES AND FEES**

The Description of Work as delineated in the purchase order / Contract, describes the services that Contractor will perform and the fees which Buyer will pay in return. No work is to be performed hereunder until Contractor and Buyer execute a Contract and Contractor receives a purchase order number from Buyer. Invoices shall be submitted in triplicate and shall contain the following information: purchase order number, description of services, and extended totals in addition to any other information specified elsewhere herein. Buyer shall pay such invoice within ninety (90) days from the end of month of the invoice date. For Nexperia UK Ltd., the following payment schedule will apply. Payments will follow on 5th or 21st of the month, or the next working day if this is a weekend or a holiday.

### **3. TERM**

Contractor will begin work on the date referenced in the Contract and, unless terminated sooner, the Contract will end when the services are completed.

### **4. ACCEPTANCE OF DELIVERABLES**

Buyer will tell Contractor in writing within fifteen (15) days of receiving a deliverable whether it accepts or rejects that deliverable. Buyer may reject any deliverable which does not comply with the Description of Work and/or with Buyer's standards. If Buyer fails to notify Contractor within the specified time, Buyer will accept the deliverable. If Buyer rejects it, Buyer may either terminate the Contract pursuant to paragraph 7(a), or allow Contractor an opportunity to revise the deliverable to render it acceptable to Buyer.

### **5. REPORTS**

At least once a month, Contractor will report to Buyer on the status of the work. On reasonable notice, Buyer may inspect Contractor's work in progress and receive copies of it.

## 6. PRICING AND TAXES

(a) All fees and amounts payable by Buyer to Contractor are exclusive of any value added tax, goods and service tax, sales tax, use tax, consumption tax or any other similar tax only (collectively referred to as "VAT"). If the transactions as described in this Order are subject to any applicable VAT, Contractor shall provide Buyer with an invoice which specifically states this VAT and which also complies with the applicable tax regulations ("valid invoice"). Provided Contractor has stated VAT (as identified above) on a valid invoice Buyer will pay to Contractor the VAT properly chargeable in respect of that payment. Buyer reserves the right to withhold payments to Contractor until Contractor has provided Buyer with a valid invoice. If Contractor has incorrectly determined the amount of VAT chargeable to Buyer, then the invoice shall be corrected and:

- where Buyer has overpaid any amount of VAT, Contractor will repay this amount of VAT plus interest to Buyer; or
- where Buyer has paid less than the correct amount of VAT, Buyer shall pay the outstanding amount of VAT to Contractor upon receipt of a valid invoice.

Buyer reserves the right to claim compensation for damages in case a VAT deduction is denied or VAT refund is rejected due to Contractor's failure to issue a valid invoice.

(b) In the event that any applicable law requires Buyer to withhold taxes or similar deductions (including interest, penalties, and additions thereto) imposed on payments made or to be made by Buyer to Contractor, Buyer may deduct such taxes from such payments provided that such taxes are paid to the appropriate tax authorities. In such event Buyer shall furnish Contractor with tax receipts issued by the appropriate tax authorities to enable Contractor to support (if applicable) a claim for credit against income taxes as well as to enable Contractor to document (if necessary) Contractor's compliance with tax obligations in any jurisdiction outside Contractor's home country.

(c) Contractor warrants that the prices for services and deliverables will not be less favorable than prices applicable to sales by Contractor to any other customer purchasing substantially comparable services and deliverables.

## 7. TERMINATION

(a) If any deliverable is rejected by Buyer or is not delivered by its due date, then Buyer may terminate this Contract immediately by giving written notice to Contractor and will not owe any amount for deliverables which have not been accepted.

(b) Buyer may terminate this Contract immediately if Contractor or any of its agents breach the confidentiality provisions or the indemnity provisions.

(c) Buyer may terminate the Contract without any reason by giving twenty-four (24) hours written notice to Contractor. If Buyer terminates for convenience, it will pay Contractor a prorated amount for partially completed deliverables.

## 8. RELATIONSHIP OF PARTIES

Contractor is an independent contractor, not an employee of Buyer. No employment relationship is created by this Contract for contracted services, and:

(a) Contractor is not a Buyer employee and is ineligible for any Buyer employee benefits. Contractor acknowledges he is not eligible to receive, and expressly waives any and all rights or entitlement to Buyer-provided benefits, including, but not limited to 401(K) and ERISA in connection with the terms of this independent contractor relationship. Further, Contractor waives any entitlement to employee benefits if it is subsequently determined that eligibility does exist by any state, local or federal agency.

- (b) Contractor, as used in this Contract, means the person that signs this Contract and all its agents.
- (c) Contractor shall retain independent, professional status throughout this Contract and shall use their own discretion in performing the tasks assigned.
- (d) Contractor will report as income to the appropriate government agencies all compensation received pursuant to this Contract and will pay when due all applicable taxes, including income and estimated taxes, incurred as a result of the compensation paid by Buyer to Contractor for services under this Contract. Buyer will not make deductions from its fees to Contractor for taxes, insurance, bonds or any other subscription of any kind. On request, Contractor shall provide Buyer with proof of timely payment thereof. Contractor shall indemnify Buyer for any claims, costs, losses, fees, penalties, interest, or damages suffered by Buyer resulting from Contractor's failure to comply with this provision.

## **9. INSURANCE**

Contractor will maintain worker's compensation insurance, state disability insurance, sufficient comprehensive general liability insurance, and such other insurance as Buyer may reasonably request. At Buyer's request, Contractor will make Buyer an additional insured on any such policy (other than workers compensation or state disability). Contractor will furnish to Buyer, at Buyer's request, a certificate of insurance documenting any of the above mentioned coverage. All such insurance certificates shall provide that they shall not be cancelled or amended without thirty days prior written notice to Buyer and shall be with insurance companies reasonably satisfactory to Buyer. Insurance shall be maintained for the period specified by Buyer or so long as work on the premises is ongoing, if no period is specified.

## **10. CONFIDENTIALITY**

- (a) Buyer Confidential Information means information relating to the research, development, products, methods of manufacture, trade secrets, business plans, customers, finances, and personal data related to the business or affairs of Buyer. Buyer Confidential Information does not include any information (i) which Contractor knew before Buyer disclosed it to Contractor; (ii) which has become publicly known through no wrongful act of Contractor; or (iii) which Contractor developed independently, as evidenced by appropriate documentation.
- (b) Contractor agrees not to disclose any Buyer Confidential Information and to take all reasonable precautions to prevent its unauthorized dissemination, both during and after the Contract. Without limiting the scope of this duty, Contractor agrees to limit its internal distribution of Buyer Confidential Information to its employees and agents who have a need to know and to take steps to ensure that the dissemination is so limited. Contractor agrees not to use any Buyer Confidential Information for its own benefit or for the benefit of anyone other than Buyer. Without limiting the scope of this duty, Contractor agrees not to design or manufacture any products which incorporate Buyer Confidential Information.
- (c) All Buyer Confidential Information remains the property of Buyer and no license or other rights in the Confidential Information is granted hereby.
- (d) All information is provided "AS IS" and without any warranty, express, implied, or otherwise, regarding accuracy or performance. Further, upon Buyer's written request, Contractor agrees to return to Buyer, all Buyer Confidential Information, including but not limited to all computer programs, documentation, notes, plans, drawings and copies thereof.

## **11. OWNERSHIP OF WORK PRODUCTS**

Buyer recognizes that Contractor may have pre-existing property rights in certain materials, products, courseware, etc. which Contractor uses in performing this Contract. Buyer does not intend to abrogate or take away such rights. However, to the extent Contractor, in performing this Contract, produces new work product, including

without limitation notes, reports, documentation, drawings, computer programs (source code, object code and listings), derivatives of pre-existing copyrighted works of Contractor, customer lists, inventions, creations, works, devices, masks, models, work-in-process, and deliverables ("Work Product"), all such Work Product shall be the property of Buyer. Work Product, if applicable, will be specifically outlined in the Purchase Order Contract. Therefore, Contractor agrees to assign and does hereby expressly assign to Buyer all rights, title, and interest in and to the Work Product of this Contract including any and all moral rights Contractor may have in any software which is a part of the Work Product. Contractor also hereby forever waives and agrees never to assert any and all moral rights Contractor may have in any software which is a part of the Work Product, even after termination of Contractor's work on behalf of Buyer. During and after this Contract, Contractor will assist Buyer in every way, at Buyer's expense, to secure, maintain and defend for Buyer's benefit all copyrights, patent rights, mask work rights, trade secret rights and other proprietary rights in and to the Work Product.

## **12. LICENSE TO USE CONTRACTOR'S RELATED RIGHTS**

Buyer acknowledges that from time to time Contractor may have intellectual property rights which Contractor wishes to incorporate into the Work Product of this Contract or which may be necessary for the utilization by Buyer of such Work Product ("Contractor's Related Rights"). Unless otherwise agreed in advance, Contractor hereby grants Buyer, and its subsidiaries and Affiliates, a royalty free irrevocable, worldwide, non-exclusive license to use, disclose, reproduce, modify, license and distribute Contractor's Related Rights. Contractor's Related Rights, if applicable, will be specifically outlined in this Contract. Contractor will indemnify, hold harmless and, at Buyer's request, defend Buyer, its subsidiaries and Affiliates from and against all claims, liabilities, damages, losses and expenses including, but not limited to reasonable attorneys' fees and costs of suit, arising out of or in connection with all claims that the use or disclosure of Contractor's Related Rights and/or Contractor's Work Product violates any third party's rights

## **13. NO CONFLICT**

Contractor represents and warrants that its performance of this Contract will not conflict with any other contract to which Contractor is bound, and while working on this Contract, Contractor will not engage in any such consulting services or enter into any agreement in conflict with this Contract. At no time during the past twelve months has Contractor been a Federal, State or Local Government employee who has been substantially involved in the procurement of Buyer products for such government entity.

## **14. CONTRACTOR'S EMPLOYEES AND AGENTS**

Contractor will require each of its employees and agents who work under this Contract to follow Buyer work rules while on Buyer premises.

## **15. REIMBURSABLE EXPENSES**

Contractor will not be reimbursed for any expenses incurred in connection with performance of services under this Contract, unless approved in advance and in writing by the Buyer technical monitor, or as expressly provided for in the Contract statement of work. Contractor shall utilize standard coach air fare, mid-size automobile rental, and Holiday Inn or equivalent hotel accommodations, unless authorized by Buyer to the contrary; and agrees to make its own reservations for such, utilizing such Buyer discounts which may be available.

## **16. APPLICABLE LAW**

The Contract arising pursuant to the Order shall be governed by and construed in accordance with the laws set forth in the table below, based on the identity of the Buyer. Any rights, remedies and warranties available to Buyer by operation of law may only be waived or modified in writing by Buyer in a supplement or an amendment to this Order.

**Buyer**

Nexperia B.V.  
Nexperia Germany GmbH  
Nexperia Hong Kong Limited  
Nexperia Hungary Kft  
Nexperia Malaysia Sdn. Bhd.  
Nexperia Singapore Pte. Ltd.  
Nexperia Taiwan Co. Ltd.  
Nexperia UK Ltd.  
Nexperia USA Inc.  
Nexperia Philippines Inc.  
Nexperia China Ltd.

**Applicable Law**

The Netherlands  
Germany  
Hong Kong SAR  
Hungary  
Malaysia  
Singapore  
Taiwan  
United Kingdom  
State of California, USA  
Philippines  
People's Republic of China

**17. MISCELLANEOUS**

- **Assignment.** Contractor shall not assign, transfer, subcontract or delegate any of Contractor's rights or obligations under this Contract, or any part thereof, without prior review and written consent of Buyer. Any assignment without Buyer's prior written consent shall be void and have no binding effect upon Buyer. No subcontract entered into by Contractor shall relieve Contractor of any of its liabilities and/or obligations. Buyer may assign any Contract to any of its Affiliates or to any third party in connection with a merger upon written notice to Contractor.
- **Affiliates.** The term "Affiliate" shall mean, with respect to a party, any corporation or other legal entity that now or hereafter Controls, is Controlled by or is under common Control with such party; where "Control" means the direct or indirect ownership of greater than fifty percent (50%) of the shares or similar interests entitled to vote for the election of directors or other persons performing similar functions. An entity is considered an Affiliate only so long as such Control exists.
- **Equitable Relief.** Any breach of the confidentiality provisions of this Contract by Contractor will result in irreparable harm to Buyer. Contractor therefore agrees that Buyer shall have the right to an injunction or other equitable relief to enforce this Contract and any of its provisions, without prejudice to any other rights and remedies that Buyer may have.
- **Compliance with Laws and Regulations.** Contractor agrees to comply with all applicable federal, state and applicable laws, rules, regulations and ordinances (including, without limitation, environmental, health and safety laws and regulations and any Buyer's policies or guidelines on the environment and banned substances from time to time informed to Contractor).
- **Severability.** If any provision of this Contract is found by a court of competent jurisdiction to be unenforceable for any reason, the remainder of this Contract shall continue in full force and effect.
- **Arbitration.** At the option of either party, any dispute arising from or with respect to this Contract shall be decided by arbitration by the American Arbitration Association in accordance with its Commercial rules. At the request of either party, the proceedings will be conducted in secrecy.
- **Advertising / Publicity Releases.** The terms and existence of this Contract and everything supplied in connection with it by Buyer shall be held in confidence by Contractor. Contractor shall not in any manner, advertise, publish or release any information concerning this Order, or any portion thereof, without the prior written consent of Buyer. Contractor shall not use Buyer's name in any way, including without limitation, a general or sample listing of Contractor's customers, without Buyer's prior written consent. This Contract does not grant or confer any right to use any trademark, trade name, logo, service mark or other mark of Buyer or its Affiliates, in any advertising, publications, promotional activities, or for any other purpose. Any violation of this paragraph shall be deemed a material breach.

- **Gifts.** Contractor shall not make or offer gifts or gratuities of any kind to Buyer's employees, agents or members of their families to secure or influence any business transaction. Violations shall be a material breach of this Contract.
- **Setoff.** Buyer shall have the right to apply any amount which Contractor may owe to Buyer against open invoices as directed solely by Buyer until the full amount has been credited to Buyer.
- **Cash Discounts.** Time in connection with any discount offered will be computed from (i) scheduled delivery date, (ii) date of actual delivery, or (iii) date an acceptable invoice is received by Buyer's Accounts Payable Department, whichever is later. Payment is deemed to be made for purpose of earning a discount on the date of mailing of Buyer's check.
- **Survival of Terms.** The provisions of paragraphs 8, 10, 11, 12, 16, 17, and 19 – 29 hereof shall survive termination of this Contract.
- **Complete Understanding; Modification:** This Contract and the attached exhibits constitute the full and complete understanding and agreement of the parties relating to the subject matter hereof and supersede all prior understandings and agreements relating to such subject matter. Any waiver, modification, or amendment of any provision of this Contract shall be effective only if in writing and signed by the parties. The provisions of this Contract shall prevail over any conflicting provisions in a purchase order, acceptance notice or other document
- **Export Controls:** Contractor agrees that it will not export or re-export, directly or indirectly, any of Buyer's items, (goods, software, incl. source codes, technology or technical services), without complying with all applicable international and national export control laws, including but not limited to the US Export Administration Regulation and the US International Traffic in Arms Regulations, for which at the time of export or re-export, an export license or other governmental approval is required, without first obtaining such license or approval. Contractor also agrees to inform Buyer whether or not the deliverable is US controlled and/or controlled under the export control laws of its own country, and if so, provide Buyer with the export control classification number (ECCN).
- **Discrimination.** To the extent not exempt, Buyer and Contractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.

## 18. SUPPLY CHAIN SECURITY

Buyer as a multinational company is committed to safe and secure supply chains by participating in governmental programs on supply chain security like the U.S. Customs and Border Protection program C-TPAT (Customs Trade Partnership Against Terrorism), the respective Authorized Economic Operator programs (AEO) and other supply chain security programs. In order to meet the conditions as laid down in these security programs, Buyer requires its business partners to be subject to specific measures where the Contractor is not allowed to have access to or work with Buyer goods without prior authorization from Buyer. Buyer may require Contractor to comply with specific (additional) measures.

## 19. DAMAGES

**IN NO EVENT SHALL CONTRACTOR BE ENTITLED TO INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, REVENUE, GOODWILL, OR PRODUCTION DOWNTIME, EVEN IF BUYER IS ADVISED OF THE SAME.**

## 20. WARRANTIES

CONTRACTOR WARRANTS THAT ALL SERVICES, DELIVERABLES AND/OR GOODS WILL CONFORM WITH ALL WRITTEN PROPOSALS AND DESCRIPTIONS AS WELL AS ANY DRAWINGS, SPECIFICATIONS, SAMPLES, OR MODELS FURNISHED BY BUYER OR FURNISHED BY CONTRACTOR AND APPROVED BY BUYER. CONTRACTOR FURTHER WARRANTS THAT ALL DELIVERABLES AND/OR GOODS SHALL BE MERCHANTABLE AND FIT FOR THEIR INTENDED PURPOSE AND SHALL BE NEW, NOT REFURBISHED OR RECONDITIONED, AND THAT ALL SERVICES SHALL BE RENDERED IN A GOOD AND WORKMANLIKE MANNER BY SKILLED PERSONNEL. THE FOREGOING WARRANTIES ARE IN ADDITION TO AND NOT IN LIEU OF ANY OTHER WARRANTIES, IMPLIED OR EXPRESS.

## 21. INDEMNITY

CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS BUYER, ITS OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES AND EMPLOYEES FROM ANY AND ALL CLAIMS, LIABILITIES, DAMAGES, AND EXPENSES (INCLUDING ATTORNEYS' FEES ACTUALLY INCURRED) INCLUDING ON ACCOUNT OF DEATH OR INJURY TO ANY PERSON OR DAMAGE TO ANY PROPERTY ARISING FROM OR IN CONNECTION WITH ANY SERVICES, DELIVERABLES AND/OR GOODS SUPPLIED, EXCEPT TO THE EXTENT CAUSED BY BUYER'S SOLE NEGLIGENCE. THIS INDEMNITY SHALL APPLY WITHOUT REGARD TO WHETHER THE CLAIM, DAMAGE, LIABILITY OR EXPENSE IS BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT. THIS INDEMNITY SHALL SURVIVE DELIVERY AND ACCEPTANCE OF THE SERVICES, DELIVERABLES AND/OR GOODS.

## 22. NO OPEN SOURCE SOFTWARE

Contractor represents and warrants that, to the best of its knowledge after proper due diligence and inquiry, its software product and/or software/hardware product to be provided to Buyer for use or distribution by Buyer (including in Buyer's product packages or through a download from Buyer's website, or otherwise) does not include any portion of any Open Source Software. Contractor agrees that it will defend, indemnify and hold harmless Buyer and its customers against any and all losses, damages, costs and expenses arising from a breach by Contractor of any of its obligations or representations hereunder, including, without limitation, any third party claims in connection with any such breach.

For the purpose of this representation and warranty, the term Open Source Software means:

- (i) any software that requires as a condition of use, modification and/or distribution of such software, that such software:
  - be disclosed or distributed in source code form;
  - be licensed for the purpose of making derivative works; and/or
  - can be redistributed only free of enforceable intellectual property rights (e.g., patents);

and/or

- (ii) any software that contains, is derived in any manner (in whole or in part) from, or statically or dynamically links against any software specified under paragraph 22(i) above.

For the purpose of this representation and warranty, by means of example and without limitation, any software modules or packages licensed or distributed under any of the following licenses or distribution models shall qualify as Open Source Software:

- GNU's General Public License (GPL) or Lesser/Library GPL (LGPL),
- the Artistic License,
- the Mozilla Public License,

- the Common Public License,
- the Sun Community Source License (SCSL), and
- the Sun Industry Standards Source License (SISSL).

### **23. RIGHT TO AUDIT**

Contractor and its subcontractors shall keep accurate records and books of accounting showing all charges and related expenses incurred in performance of services hereunder. Said records shall be maintained in conformance with generally accepted accounting principles and procedures. Buyer shall have the right to inspect such records and perform audits for three years from the date of this Contract, on Contractor's or subcontractor's premises during business hours, or assign said audits to outside parties. Contractor agrees to fully reimburse any recoveries plus reasonable audit costs in the event of financial discoveries resulting from an audit. Buyer shall maintain the right to extend payment terms until such time as corrections have been made. The terms of this paragraph shall appear in all of Contractor's subcontracts.

### **24. CHANGES**

The Buyer may at any time, by a written and/or verbal order and without notice to sureties or assignees, suspend performance hereunder, or make changes within the general scope of this Order in any one or more of the following ways: (a) Applicable drawings, designs or specifications; (b) Method of shipment or packing, and/or, (c) Place of delivery and/or delivery schedule. If any such change causes an increase or decrease in the cost of, or the time required for performance of this Order, an equitable adjustment shall be made in the Order price or delivery schedule, or both and the Order shall be modified in writing accordingly. No claim by Seller for adjustment shall be valid unless asserted within twenty (20) days from the date of receipt by the Seller of the notification of change provided, however that such period may be extended upon the written approval of the Buyer. Nothing in this paragraph shall excuse the Seller from proceeding with the Order as changed or amended.

### **25. PATENTS AND TRADEMARKS**

Seller warrants that all goods and services shall not infringe on any third party patent, copyright, trade secret, trade name, trademark or service mark, or other proprietary right. Seller shall at its own expense defend, indemnify and hold Buyer, its officers, directors agents, representatives and employees harmless from any and all claims, liabilities, damages, and expenses (including attorneys' fees actually incurred) by virtue of any proceedings, claimed infringement of patents, copyrights, trade secrets, trade names, trademarks, service marks, or other proprietary right in connection with goods or services supplied.

### **26. TOOLING AND DOCUMENTS**

All specifications, drawings or other documents and data furnished by Buyer and all tools, dies, molds, jigs, fixtures, patterns, machinery, special test equipment, special taps and gauges which have been furnished, paid for, or charged against Buyer, or which have and their cost amortized shall be deemed Buyer's property, treated as Buyer Confidential Information.

Any specifications, drawings, information, tools, moulds, masks, jigs, dies and other materials furnished to Contractor or funded or paid for by Buyer (whether separate or as a part of the unit price), in whole or in part, shall (i) remain or become as of the moment of completion thereof, Buyer's property, provided the risk therefor (including risks of loss or damage) remains with Contractor until delivery to Buyer, (ii) if use thereof by Contractor is allowed by Buyer, be used exclusively for the purposes of the Agreement, be properly used, maintained and kept in good working condition at Contractor's expense, (iii) be clearly marked as Buyer's property and be kept in separate storage when not in use, and (iv) be delivered to Buyer promptly on Buyer's demand. Contractor shall inform any third parties who might seek recourse thereon of Buyer's proprietary right; Contractor shall immediately inform Buyer of any such event. Contractor shall take out adequate insurance, mentioning Buyer as beneficiary, for all property of Buyer in the possession of Contractor.

## **27. ATTORNEYS' FEES**

If any legal action is necessary to enforce this Contract, the prevailing party shall be entitled to reasonable attorneys' fees and expenses in addition to any other allowable relief.

## **28. INTELLECTUAL PROPERTY RIGHTS**

Contractor agrees that any information, drawings, know-how, specifications, designs, concepts, techniques, developments, inventions, technologies and other work products generated or developed in the course of work performed under the Agreement by Contractor and any intellectual property and other proprietary rights therein or thereto shall vest in Buyer. Contractor assigns or shall cause to be assigned to Buyer all right, title and interest to any and all such items and rights and to do everything necessary to perfect such rights and to protect Buyer's interest therein. Contractor shall inform any third parties who might seek recourse thereon of Buyer's proprietary rights; Contractor shall immediately inform Buyer of such an event.

## **29. NO WAIVER**

No waiver by Buyer of any breach of any condition, covenant or term of the Agreement shall be effective unless it is in writing and no failure or delay by Buyer in enforcing any provision of the Agreement or in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

## **30. LANGUAGE**

Translated versions of this Contract are also available. If there is any inconsistency between the English language version of this Contract and any translated version of this Contract, then the English language version shall prevail.