

Purchase Order Number	POIN-281
Purchase Order Date	07/04/2020
Purchase Order Type	Services
Requested Delivery Date	
Payment Terms	Net 45
Payment Type	NEFT
Buyer	Nishant Sawhney
Phone Number	+91 (99587) 50006
Email	nishant.sawhney@automationan

Page 1 of 5

Supplier:
Connectivity IT Solutions Private Ltd #1877, 3rd Floor, Gangothri, #1877, 3rd Floor, Gangothri Bengaluru- 560070 Karnataka India

Comments:

Ship To:
Automation Anywhere Software Pvt. Ltd. Level-12, Prestige Trade Tower, No.:46, Palace Road, High Grounds, Sampangi Rama Nagar Bengaluru- 560001 Karnataka India Gopal Dey +91 (99587) 50006 (Mobile)
Bill To:
LE400 Automation Anywhere Software Pvt. Ltd. 560001 Karnataka India Nishant Sawhney +91 (99587) 50006 (Mobile)

Currency	Total Lines Amount	Total Tax Amount	Total PO Amount
INR	653,190.00	0.00	653,190.00

Service Lines						
Line Number	Item Name	Description	Start Date	End Date	Due Date	Amount
1		Premium support year 1 renewal, PA-3020	07/04/2020	06/04/2021		235,790.00
2		PANDB URL filtering subscription renewal, PA-3020	16/05/2020	15/05/2021		208,700.00
3		Threat prevention subscription renewal, PA-3020	16/05/2020	15/05/2021		208,700.00

Messages
INDIA: All invoices must be sent directly to our Accounts Payable Department. The method of delivery must be email. Please send invoice to ap.in@automationanywhere.com.
GSTIN: 29AAICA3765D1ZW
Automation Anywhere, Inc Purchase Order Terms and Conditions These Purchase Order Terms and Conditions and any applicable Statement of Work apply to and are incorporated by reference into each Purchase Order (collectively, "Agreement") entered into by Automation Anywhere, Inc. ("AAI") under which a vendor



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provides AAI with products or services ("Vendor"). Upon acceptance of a Purchase Order, provision of products or commencement of a service, Vendor shall be bound by the provisions of this Agreement, including all provisions set forth on the applicable Purchase Order, whether Vendor acknowledges or otherwise signs this Agreement or the Purchase Order, unless Vendor objects to such terms in writing prior to shipping products or commencing services. Any terms or conditions contained in any acknowledgment, invoice or other communication between AAI and Vendor, which are inconsistent with the terms and conditions herein, are hereby rejected. 1. Changes or Modifications. AAI may at any time make changes in the general scope and terms of this Agreement by written change order, and hereby reserves the right to reschedule any delivery or cancel any Purchase Order issued at any time prior to shipment of the products or prior to commencement of any services. AAI shall not be subject to any charges or other fees as a result of such cancellation. Nothing herein shall excuse Vendor from proceeding with the Agreement as changed. This Agreement shall not be deemed or construed to be modified, amended, rescinded, cancelled or waived in whole or in part, except by written change order signed by an AAI authorized representative. After AAI's approval or acceptance of the initial specifications for the products, Vendor shall not make any changes in the design, material or processes that may affect the form, fit, functionality, interchangeability, quality or reliability of the products without AAI's prior written consent. 2. Purchase Order Number. AAI's Purchase Order number must appear on all invoices, packing lists and bills of lading and shall appear on each package, container or envelope on each shipment made pursuant to such Purchase Order. 3. Delivery Documentation. All deliveries of products to AAI must contain a packing list identifying the products delivered. Each copy must show the AAI Purchase Order number, part number, and quantity of products shipped. Bills of Lading shall be mailed in triplicate to the destination address shown on the face of the AAI Purchase Order, or to the consignee of such Purchase Order on the day shipment is made. Delivery and acceptance of services shall be evidenced by an authorized representative of AAI signing the submitted invoice specifically accepting the services and referencing the appropriate Purchase Order number. 4. Packaging and Shipping. All physical products are to be packed in accordance with sound commercial practices to obtain the lowest transportation rates unless otherwise specified in the AAI Purchase Order and to comply with requirements of common carriers. Transportation insurance for loss or damage will not be purchased by AAI unless specifically directed. Excess transportation costs resulting from failure to comply with the provisions of this paragraph will be charged to Vendor's account. Unless otherwise specified in the Purchase Order, packaging must conform to AAI's specifications and should be constructed for handling with a mechanical device. A complete packing list specifying AAI's applicable Purchase Order number, quantity of products shipped, and part number shall be enclosed with all shipments hereunder. Vendor shall mark each container with necessary lifting, loading and shipping information, including the AAI Purchase Order number, date of shipment, and name and address of consignor and consignee. Vendor shall bear the expense of any premium transportation charges unless otherwise agreed. Prepaid transportation charges appearing on Vendor's invoice must be supported by a paid freight bill and bill of lading. 5. Delivery. Unless otherwise stated in a Purchase Order, time is of the essence. Deliveries are to be made in such quantities and at such times as are specified in the applicable Purchase Order. If no delivery schedule is specified, the order shall be filled promptly and delivery will be made by the most expeditious form of land transportation. If no method of shipment is specified in the Purchase Order, Vendor shall use the least expensive carrier. Upon request, Vendor shall provide AAI notice of the departure of any shipment of products from Vendor's (or its contractor's) site. Vendor shall provide AAI notice as soon as it is aware that any delivery will not be on time. At AAI's request, Vendor will provide AAI with daily notification of shipping delays or of the progress of delayed products in transit. Such notification will include action plans for recovery or expediting of the affected products. In the event Vendor fails to deliver products as scheduled, AAI, without limiting its other rights and remedies, may, at its option, either: (a) direct expedited routing, and any excess costs incurred thereby shall be charged to Vendor's account; or (b) in accordance with Section 13 [DEFAULT/ CANCELLATION] hereof, cancel all or any part of the Purchase Order. With regard to any products delivered in advance of the schedule AAI may, at its option, either: (a) return the products at Vendor's expense for proper delivery, or (b) accept the products with payment only in accordance with Section 8 below and with the right to charge Vendor for storage of the products. Delivery terms are DDP AAI's dock or the dock of AAI's designated recipient. 6. Identification of the Products shall occur in accordance with Section 2501 of the California Commercial Code. Vendor assumes all risk of loss until receipt by AAI. Title to the products shall pass to AAI upon receipt by AAI of the products at the designated destination. If the products ordered are destroyed prior to title passing to AAI, AAI may at its option cancel the Purchase Order or require delivery of substitute products of equal quantity and quality. Such delivery will be made as soon as commercially practicable. If the loss of products is partial, AAI shall have the right to require delivery of the products not destroyed. 7. Invoices. Prior to submitting an invoice to AAI, Vendor shall provide AAI with a TIN number or 1099 form. Unless otherwise stated in the applicable Purchase Order or Statement or Work, Vendor shall invoice following completion and delivery of the product or services. Vendor shall submit invoices to AP@automationanywhere.com. Invoices must include: Purchase Order number, invoice number, invoice date, invoice accounting period, complete bill to address, description of any services or products for which Vendor is billing AAI, extended totals, and either: (a) an Automated Clearing House ("ACH") routing number and ACH account number if payment is to be made within the United States or (b) a Society for Worldwide Interbank Financial Telecommunication code and International Bank Account Number if payment is to be made outside of the United States. An invoice containing each of the foregoing elements shall be deemed a "Correct Invoice". 8. Payment. AAI will pay the undisputed portion of a Correct Invoice within 60 days of receipt. Payment shall be in US Dollars. Payment method is via ACH for payments within the United States and via SWIFT for payments outside of the United States. AAI is not obligated to pay any invoice submitted 180 days or more after completion of services or delivery of products. Payment of undisputed amounts will not limit AAI's right to object and refuse payment of disputed amounts. In addition to other rights and remedies AAI may have, AAI may offset any payment obligations to Vendor that AAI may incur under the Agreement against any fees owed to AAI and not yet paid by Vendor under this agreement or any other agreement between Vendor and AAI. 9. Costs and Taxes. Vendor will be responsible for all costs or expenses it incurs in connection with providing the services or products. All prices set forth on a Purchase Order(s) are inclusive of, and Vendor is responsible for, all shipping and handling, custom and duties, and insurance in transit coverage, if required by AAI for products. If legally required, AAI will withhold taxes from its payments to Vendor and provide a withholding tax certificate. If and to the extent AAI is obligated to reimburse Vendor for costs or expenses, Vendor must provide all reasonably requested documentation to support such costs or expenses. 10. Inspection. Vendor shall test each lot to ensure that the products meet AAI's specifications and acceptance criteria, and Vendor shall not ship any products that do not conform thereto. All products (including raw materials, components, subassemblies and end products) may be inspected and tested by AAI at all reasonable times and places before, during and after manufacture. If any products are defective in materials or workmanship, or are otherwise not in conformity with the requirements of this Agreement, it shall be at AAI's sole discretion, whether or not payment has been made, to reject such products, return them to Vendor at Vendor's expense, and receive a refund for the purchase price (if payment has been made), or require that such products be corrected or replaced promptly with satisfactory materials or workmanship. Payment shall not constitute acceptance. In no event shall AAI be liable for any reduction in value of any products used in connection with any inspection or test. If any inspection or test is made on Vendor's premises, Vendor shall, without additional charge, provide reasonable facilities and assistance for the safety and convenience of inspectors in such manner as not unduly to delay the work. Inspection of products at Vendor's facility shall be without prejudice to AAI's right to inspect and reject such products upon delivery to AAI's facility. Where applicable, AAI may, at its option, inspect all products or inspect a statistical sample selected from each lot. Vendor further agrees to maintain adequate authenticated inspection test documents that relate to work performed under this Agreement. Such records shall be retained by Vendor for a period of three (3) years after completion of this Agreement or as otherwise specified by AAI and made available to AAI upon request. Vendor agrees to supply

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AAI with inspection and test reports, affidavits, certifications or any other documents as may be reasonably requested. 11. Confidential Information. Vendor will acquire knowledge of AAI Confidential Information (as defined below) in connection with its performance hereunder and agrees to keep such AAI Confidential Information in confidence during, and following termination or expiration, of the term of this Agreement. "AAI Confidential Information" includes but is not limited to all information, whether written or oral, in any form, including without limitation, information relating to the research, development, products, methods of manufacture, trade secrets, business plans, customers, vendors, finances, personnel data, Work Product (as defined herein) and other material or information considered proprietary by AAI relating to the current or anticipated business or affairs of AAI which is disclosed directly or indirectly to Vendor. In addition, AAI Confidential Information means any third party's proprietary or confidential information disclosed to Vendor in the course of providing Services or products to AAI. AAI Confidential Information does not include any information (i) which Vendor lawfully knew without restriction on disclosure before AAI disclosed it to Vendor, (ii) which is now or becomes publicly known through no wrongful act or failure to act of Vendor, (iii) which Vendor developed independently without use of the AAI Confidential Information, as evidenced by appropriate documentation, or (iv) which is hereafter lawfully furnished to Vendor by a third party as a matter of right and without restriction on disclosure. In addition, Vendor may disclose Confidential Information which is required to be disclosed pursuant to a requirement of a government agency or law so long as Vendor provides prompt notice to AAI of such requirement prior to disclosure. Vendor agrees not to copy, alter or directly or indirectly disclose any AAI Confidential Information. Additionally, Vendor agrees to limit its internal distribution of AAI Confidential Information to Vendor's Contractors (defined in Section 17) who have a need to know, and to take steps to ensure that the dissemination of such Confidential Information is so limited, including the execution by Vendor's Contractors of nondisclosure agreements with provisions substantially similar to those set forth herein. In no event will Vendor use less than the degree of care and means that it uses to protect its own information of like kind, but in any event not less than reasonable care to prevent the unauthorized use of AAI Confidential Information. Vendor further agrees not to use the AAI Confidential Information except in the course of performing hereunder, and agrees not to use such AAI Confidential Information for its own benefit or for the benefit of any third party. Vendor agrees not to design or manufacture any products which incorporate AAI Confidential Information. All AAI Confidential Information is and shall remain the property of AAI. Upon AAI's written request or the termination of this Agreement, Vendor shall return, transfer or assign to AAI all AAI Confidential Information, including all Work Product, as defined herein, and all copies thereof. 12. Development Tools. Unless otherwise specified in this Agreement, all development tools and/or all other equipment required to perform services or provide products shall be furnished by Vendor, maintained in good condition and replaced when necessary at Vendor's expense. If a third-party license is required for AAI to receive and use service deliverables or products, Vendor is responsible for obtaining such license, at Vendor's cost, unless otherwise stated in the applicable Purchase Order or Statement of Work. 13. Default; Cancellation. AAI may, by written notice of default to Vendor, terminate all or any part of this Agreement if Vendor fails to make delivery of the products or perform the services within the time specified in the applicable Purchase Order or Statement of Work, or in any authorized extension. If this Agreement or any part hereof is terminated by AAI, in addition to any other rights provided in this Agreement, AAI may require Vendor to transfer title and deliver to AAI in the manner and to the extent directed by AAI, any completed or partially completed products and any materials, programs, object and source code, designs, parts, tools, dies, jigs, fixtures, plans, drawings, information and manufacturing materials specifically produced or acquired for performance of this Agreement. If, after notice of termination of the Agreement under the provisions of this Section 13, it is determined for any reason that Vendor was not in default or that the default was excusable, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 13 hereof. The rights and remedies of AAI provided in this Section 13 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement. 14. Termination. This Agreement may be terminated in whole or in part at any time by AAI for its own convenience. Any such termination will not be construed as a cancellation for breach. AAI's sole liability and Vendor's exclusive remedy for such termination will be as follows: (a) AAI will purchase and pay for any products that have been completed as of the effective date of the cancellation; (b) AAI will pay Vendor for the actual labor and materials costs incurred by Vendor in connection with the development of any products that are partially completed as of the effective date of cancellation; and (c) AAI will pay Vendor for the costs of materials procured by Vendor specifically on account of the cancelled Agreements if such materials cannot be diverted by Vendor to another use. In no event will AAI's liability in the aggregate exceed the total price which would have been paid under the applicable Purchase Order for the work had it not been terminated. Notwithstanding the foregoing, to the extent such termination involves materials Vendor normally develops, manufactures or supplies for distribution to other customers, and not specifically developed or manufactured pursuant to a Purchase Order, AAI's exclusive liability and Vendor's exclusive remedy will be payment for finished products and services delivered or performed according to schedule prior to termination, subject to AAI's final acceptance at the applicable price specified. The provisions of this paragraph will not apply to any portion of this Agreement canceled for Vendor's breach. No cancellation charges shall be payable if notice of cancellation is given or deemed to be given at least thirty (30) days before the scheduled delivery date. Prior to AAI's payment, AAI may audit Vendor's records at reasonable times or require Vendor to provide reasonable documentation and invoices to substantiate any cancellation charges or require Vendor to produce evidence that the relevant products, materials, and components shall have been disposed of in accordance with AAI'S instructions. AAI reserves the right to direct the disposition of any work or property paid by AAI hereunder. Vendor's invoice for payment must be submitted in writing no later than thirty (30) days from the date of receipt of termination notice. 15. AAI's Property. Title and property furnished to Vendor by AAI or paid for by AAI shall remain with AAI. Vendor shall not alter or use such property for any purpose other than that specified by AAI, or for any other person, without the prior written consent of AAI. Vendor shall keep adequate records of such property and such records shall be made available to AAI upon request, and shall store, protect, preserve, repair and maintain such property in accordance with sound commercial practice, all at Vendor's expense. Unless otherwise agreed to by AAI, Vendor shall insure AAI's interest in such material against loss or damage by reason of fire (including extended coverage), flood, accident, theft, riot or civil commotion. In the event that AAI's property becomes lost or damaged to any extent while in Vendor's possession, Vendor agrees to indemnify AAI or replace such property at Vendor's expense, in accordance with AAI's request. At the completion or termination of this Agreement, Vendor shall request disposition instructions for all such property or the remainder thereof, whether in its original form or in semi-processed form. Vendor agrees to make such property available as directed by AAI, including preparation and delivery. The use of AAI's name, logo or reference to any association or partnership is expressly prohibited without AAI's written permission. 16. Ownership of Work Product. For purposes of this Agreement, "Work Product" shall include, without limitation, all designs, discoveries, creations, works, devices, masks, models, work in progress, service deliverables, inventions, products, computer programs, procedures, improvements, developments, drawings, notes, documents, business processes, information and materials made, conceived or developed by Vendor alone or with others which result from or relate to the services performed hereunder. Standard products manufactured by Vendor and sold to AAI without having been designed, customized or modified for AAI do not constitute Work Product. All Work Product shall at all times be and remain the sole and exclusive property of AAI. Vendor hereby agrees to irrevocably assign and transfer to AAI and does hereby assign and transfer to AAI all of its worldwide right, title and interest in and to the Work Product including all related intellectual property rights. AAI will have the sole right to determine the treatment of any Work Product, including the right to keep it as trade secret, execute and file patent applications on it, to use and disclose it without prior patent application, to file registrations for copyright or trademark in its own name or to follow any other procedure that AAI deems appropriate. Vendor agrees: (a) to disclose promptly in writing to AAI all Work Product in its possession; (b) to assist AAI in every reasonable way, at AAI's expense, to secure, perfect, register, apply for,

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maintain, and defend for AAI's benefit all copyrights, patent rights, mask work rights, trade secret rights, and all other proprietary rights or statutory protections in and to the Work Product in AAI's name as it deems appropriate; and (c) to otherwise treat all Work Product as AAI Confidential Information as described above. These obligations to disclose, assist, execute and keep confidential survive the expiration or termination of this Agreement. All tools, materials, and equipment supplied by AAI to Vendor shall remain the sole property of AAI. Vendor will ensure that Vendor's Contractors appropriately waive any and all claims and assign to AAI any and all rights or any interests in any Work Product or original works created in connection with this Agreement. Vendor irrevocably agrees not to assert against AAI or its direct or indirect customers, assignees or licensees, or distributors any claim of any intellectual property rights of Vendor affecting the Work Product. AAI will not have rights to any works conceived or reduced to practice by Vendor which were developed entirely on Vendor's own time without using AAI equipment, supplies, facilities, trade secrets or Confidential Information, unless (i) such works relate to AAI's business, or AAI's actual or demonstrably anticipated research or development, or (ii) such works result from any services performed by Vendor for AAI. Except for works within (i), (ii) or (iii) of the preceding sentence which shall be works owned by AAI, any other works that fall within the preceding sentence not owned by AAI but which are necessary to use the products and services for their intended purposes, Vendor hereby grants AAI a non-exclusive, irrevocable, perpetual, worldwide, royalty free, fully paid-up license to make, have made, sell, demonstrate, use, reproduce, modify, create derivative works based on such works, and sublicense such works, including the right to sublicense through multiple tiers of distribution. 17. Independent Contractor. At all times during the term of this Agreement and in the course of providing products and services, Vendor is and shall be an independent contractor and is not an agent or employee of, and has no authority to bind, AAI by contract or otherwise. Vendor will perform the services and provide the products under the general direction of AAI, but Vendor will determine, in Vendor's sole discretion, the manner and means by which the services are accomplished and products are developed, subject to the requirement that Vendor shall at all times comply with applicable law. Neither Vendor nor its employees, agents or subcontractors ("Vendor's Contractors") are agents or employees of AAI, and therefore are not entitled to any employee benefits of AAI, including but not limited to, any type of insurance. Vendor shall be responsible for all costs and expenses incident to performing its obligations under this Agreement and shall provide Vendor's own supplies and equipment. Vendor will indemnify AAI and hold it harmless from and against all claims, damages, losses and expenses, including reasonable fees and expenses of attorneys and other professionals, relating to any obligation imposed by law on AAI to pay any withholding taxes, social security, unemployment or disability insurance, or similar items in connection with compensation received by Vendor pursuant to this Agreement. 18. Indemnification. Vendor shall, in the performance of services and development of the products under this Agreement, fully comply with all applicable federal, state and local laws, rules, regulations and ordinances and shall indemnify and hold harmless AAI from and against any loss, claim, damage, liability, expense, or cost (including without limitation attorney's fees and court costs) resulting from failure of such compliance, or out of any other negligence by Vendor or those acting on Vendor's behalf. 19. Insurance. During the term of this Agreement, Vendor shall maintain adequate insurance coverage and endorsements with an insurance company licensed to do business in the jurisdiction where the services will be performed and where the products will be delivered. At a minimum, Vendor shall maintain the following types of insurance during the term of this Agreement: Commercial General Liability, Worker's Compensation, Liability and Errors and Omissions coverage. Vendor shall bear the cost of all required insurance. Before performing any services, Vendor shall provide AAI with a certificate of insurance. 20. LIMITATION OF LIABILITY. IN NO EVENT SHALL AAI BE LIABLE TO VENDOR OR VENDOR'S CONTRACTORS, OR ANY THIRD PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT, WHETHER OR NOT AAI WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. IN NO EVENT SHALL AAI BE LIABLE FOR SUMS IN EXCESS OF THE VALUE OF THE PRODUCTS AND SERVICES PROVIDED HEREUNDER. 21. Assignments and Subcontracts. Vendor shall not assign or subcontract this Agreement or any right or obligation hereunder without the prior written consent of AAI. AAI may from time to time assign this Agreement or any rights, obligations, or benefits hereunder to its related, affiliated, or successor corporations. 22. Delays. Whenever any cause delays or threatens to delay the timely performance of this Agreement, any development of a product, or any provision of any service hereunder, Vendor shall immediately notify AAI of all relevant information with respect to such cause. If Vendor is or will be delayed in any performance or delivery by more time than is acceptable to AAI in AAI's sole judgment, then AAI may terminate this Agreement in whole or in part and such termination shall not be a breach of this Agreement and shall be without penalty to or payment by AAI. 23. Price Warranty. Vendor warrants that the prices specified in this Agreement do not exceed the prices charged for like quantities of the same or substantially similar products or services to any other purchaser. If prices are lowered for any other customer purchasing similar products or services in similar quantities, AAI's price shall be lowered to such price. Vendor agrees to notify AAI of such lower prices within ten (10) days of such entering into an agreement with such pricing. Vendor will give AAI the benefit of any price decreases to actual time of delivery. Purchase Orders under this Agreement may not be filled at higher prices than last quoted or charged without the prior written consent of AAI. Prices include and Vendor shall bear all duties, fees, and taxes including sales, use, property, excise, value added and gross receipts levied on this Agreement or the products prior to delivery to the F.O.B. Destination Point. Vendor agrees that if any of the above is paid by AAI, Vendor shall immediately reimburse AAI for the amount paid plus any related expenses and interest. 24. Services Warranty. Vendor represents and warrants that all services provided pursuant to a Purchase Order, Statement of Work and/or this Agreement Vendor represents and warrants that all services performed by Vendor for or on behalf of AAI, and all services performed by Vendor pursuant to a Purchase Order, Statement of Work and/or this Agreement (a) will not infringe upon or violate any patent, copyright, trade secret, or other property right of any former employer, client or other third party, (b) will be completed in a professional, workmanlike manner, with the degree of skill and care that is required by current, good and sound professional procedures, (c) will be completed in accordance with applicable specifications and shall be correct and appropriate for the purposes contemplated in the applicable Purchase Order, Statement of Work, and/or this Agreement. Vendor represents and warrants that the performance of services under this Agreement will not conflict with, or be prohibited in any way by, any other agreement or statutory restriction to which Vendor is bound. 25. Products Warranty. Vendor represents and warrants that all Work Product and service deliverables provided by Vendor pursuant to a Purchase Order, Statement of Work and/or this Agreement, are Vendor's original works of authorship and will not infringe upon or violate any patent, copyright, trade secret, or other property right of any former employer, client or other third party. Vendor warrants that all products provided will be new and will not be used or refurbished. Vendor warrants that all products delivered shall be free from defects in materials and workmanship and shall conform to all applicable specifications, drawings, samples or other descriptions given, including those set forth in this Agreement and Vendor's product literature, to be of merchantable quality, to correctly process, provide, and/or receive data, and, if of Vendor's design, to be suitable for the purpose intended, to meet all of the performance requirements and to be free from defects in design. This warranty shall run to AAI, its successors, assigns, and the users of products covered by this Agreement. The aforesaid expressed warranties shall be in addition to any warranty implied by law and any standard warranty or guarantee of Vendor, shall be construed as conditions as well as warranties and shall not be exclusive. Vendor agrees to replace or to correct any products not conforming to the foregoing requirements when notified by AAI or its successors within three (3) years after final acceptance. Vendor hereby agrees that it will make spare parts available to AAI for a period of five (5) years from the date of shipment at Vendors then current price, less applicable discounts. If Vendor, upon notice of defect, fails promptly to correct or replace the products, AAI may do so without further notice and Vendor shall reimburse AAI for all costs incurred thereby. No inspection, test or approval of any kind, including approval of designs, shall affect Vendor's obligation under this Section. Products which have been rejected shall not thereafter be tendered for acceptance unless the former rejection and correction are identified. Replaced

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or repaired products shall be subject to the provisions of this Section 25 to the same extent as the original products except that the warranty shall run from the last delivery date. AAI may return rejected products or hold them at Vendor's risk and expense, and may in either event charge Vendor with costs of transportation, shipping, unpacking, examining, repacking, reshipping, and the like. 26. Infringement Indemnity. Unless an infringement arises exclusively from a design that is proprietary to and provided by AAI, Vendor shall, at its expense, hold harmless and defend AAI, its customers, and all persons claiming under AAI (collectively, the "AAI Indemnified Parties"), defend and indemnify the AAI Indemnified Parties against any suit or suits for the infringement of any patent, trade secret, copyright, trademark or other intellectual property right of a third party and shall indemnify the AAI Indemnified Parties against all damages, claims, losses, liabilities, costs and expense of any kind or nature (including without limitation attorney's fees and court costs) arising there from by reason of the development, manufacture, sale or the normal and intended use of the products covered by this Agreement. Where performance under this Agreement includes experimental, developmental or research effort and such work is paid for in whole or in part by AAI, Vendor agrees to disclose to AAI all confidential processes, know-how and trade secrets resulting there from and, on request, to assign to AAI each invention and property right resulting there from. Should the use by AAI or its customers of any allegedly infringing products, or in the event Vendor desires to minimize its liabilities hereunder, Vendor may, at its option: (a) substitute a fully equivalent non-infringing item; (b) modify the infringing item so that it no longer infringes but remains functionally equivalent; (c) obtain for AAI or AAI's customers, at Vendor's expense, the right to continue use of such item. If none of the foregoing is feasible, AAI may, at its option, require that Vendor take back such infringing item and refund to AAI or its customers the purchase price therefor. 27. Governing Law; Venue. This agreement shall be construed in accordance with, and all disputes hereunder shall be governed by, the laws of the state of California, except its conflicts of law rules. The California Superior Court in Santa Clara County and/or United States District Court for the Northern District of California in San Jose, California shall have jurisdiction and venue over all controversies in connection herewith. 28. Attorneys' Fees. The prevailing party in any action to enforce this Agreement shall be entitled to receive its reasonable court costs and attorney's fees in addition to any other damages. 29. Notices; Manner of Giving Notice. All notices hereunder shall be in writing and shall be deemed to have been duly given if delivered personally, two days after delivery to an internationally or nationally recognized overnight delivery service, charges prepaid, five days after sent by registered or certified mail, postage prepaid, or when receipt is confirmed by telex, confirmed facsimile or other telegraphic means to the address set forth in the applicable Purchase Order, or such address provided by the parties from time to time in writing. Any party may change its address for such communications by giving notice thereof to the other party in conformance with this Section. 30. Government Flow down Provisions. If this Agreement is placed under a U.S. Government contract/subcontract, at any tier, all provisions of the Federal Acquisition Regulations (FAR), and other Government agency regulations contained or incorporated by reference in AAI's Government contract/subcontract apply to, and are incorporated by reference in, this Agreement. Vendor shall indemnify and hold AAI harmless from any and all liability under AAI's Government contract/subcontract arising from: (a) Vendor's failure to submit cost or pricing data which is accurate, current and complete; and (b) Vendor's failure to comply with any Cost Accounting Standards. 31. Export Law Compliance. Vendor shall comply fully with all applicable federal, state and local laws in the performance of this Agreement including, but not limited to, all applicable employment, tax, export control and environmental laws. Neither Vendor nor AAI shall export directly or indirectly, any information acquired under this Agreement or any products utilizing any such information to any country for which the United States Government or any agency thereof at the time of export requires an export license or other government approval, without first obtaining such license or approval. Upon AAI's request, Vendor will promptly provide AAI with a statement of origin for all products and United States Customs documentation for products wholly or partially manufactured outside of the United States. With respect to any transactions under a Purchase Order, both parties will cooperate in any reasonable manner to affect compliance with foreign sales corporation rules as set forth in the Internal Revenue Code. 32. Disclaimer of Trademark Rights. Vendor hereby disclaims any interest in any trademark, tradenames, or good will associated therewith belonging to AAI and further hereby assigns to AAI any such rights Vendor may acquire in such trademarks, tradenames or goodwill, however acquired, whether by operation of law, estoppel or otherwise. 32. Survival. Vendor's obligations under Sections 11, 13, 14, 16, 18, 20, 24, 25, 26, 27, 28, 29, 30, 31, 32 and 33 shall survive any termination of this Agreement. 33. Entire Agreement. This Agreement, including Purchase Orders and Statements of Work, and all of these terms and modifications, if any, all constitutes the exclusive and entire agreement between AAI and Vendor and supersedes any and all prior discussions, correspondence, understandings and/or agreements pertaining to its subject matter.