

## PURCHASE ORDER CONDITIONS

1. **Acceptance.** Acceptance, acknowledgment fulfillment or shipment of any part of this Order constitutes an agreement to all terms and conditions set forth or referenced herein and on the face hereof and on attachments hereto and such terms and conditions (the "Terms") shall constitute the entire agreement between Seller and Purchaser except as otherwise provided below. This Order constitutes an offer by Purchaser and expressly limits acceptance to the Terms and no agent or employee of Purchaser is authorized to make any agreement or understanding in any way modifying the Terms, nor shall any additional provisions or provisions of variance herewith that may appear in Seller's quotation, acknowledgment, invoice or in any other communication from Seller to Purchaser be deemed accepted by or binding on Purchaser, such provisions being rejected by Purchaser and superseded by the Terms, unless and until expressly assented to in writing with legal consideration by Purchaser's authorized representative. Clerical errors and omissions by the Purchaser are subject to correction. Notwithstanding anything herein to the contrary, if a written contract executed by both Seller and Purchaser is in existence covering the sale of the goods and/ or services covered hereby, the terms and conditions of said contract shall prevail to the extent they are inconsistent with these Terms.
2. **Price.** The price of the goods is the price stated in the Order; provided if Seller's price or the regular market price of the items covered hereunder is lower than the price stated in this Order on the date of shipment of the item, Seller agrees to give Purchaser the benefit of such lower price on any such item. No charges for transportation, boxing, crating, etc., are allowable unless Purchaser has previously approved.
3. **Payment Terms.** Seller shall issue an invoice to Purchaser on or any time after the completion of delivery and only in accordance with these Terms. Purchaser shall pay all properly invoiced amounts due to Seller within 45 days after Purchaser's receipt of such invoice, except for any amounts disputed by Purchaser in good faith. Without prejudice to any other right or remedy it may have, Purchaser reserves the right to set off at any time any amount owing to it by Seller against any amount payable by Purchaser to Seller. In the event of a payment dispute, Purchaser shall deliver a written statement to Seller no later than 5 days prior to the date payment is due on the disputed invoice listing all disputed items and providing a reasonably detailed description of each disputed item. Amounts not so disputed are deemed accepted and must be paid, notwithstanding disputes on other items, within the period set forth in this Section. The parties shall seek to resolve all such disputes expeditiously and in good faith. Seller shall continue performing its obligations under this Order notwithstanding any such dispute. Payment shall not constitute final acceptance.
4. **Delivery.** Seller acknowledges that time is of the essence with respect to Seller's obligations hereunder including the timely delivery of the goods and services. Seller shall deliver the goods and/or services in the quantities on the date(s) specified in the Order. Seller shall deliver all Goods to the address specified in the Order (the "Delivery Point") during Purchaser's normal business hours or as otherwise instructed by Purchaser. Seller shall pack all goods for shipment according to Purchaser's instructions or, if there are no instructions, in a manner sufficient to ensure that the goods are delivered in undamaged condition.

Delivery shall be made and title and risk of loss or damage to the goods shall pass from Seller to Purchaser in accordance with the Incoterm (2010) specified on the face of this Order. The Order number must appear on all shipping documents, shipping labels, bills of lading, air waybills, invoices, correspondence and any other documents pertaining to the Order.

5. **Default and Delays in Delivery.** Purchaser may by written notice of default to Seller (a) terminate the whole or any part of this Order in any one of the following circumstances: (i) if Seller fails to make

shipment of goods or fails to perform the work within the time specified herein or any extension thereof; or (ii) if Seller fails to comply with the other Terms; and (b) procure upon such terms as Purchaser shall deem appropriate goods or services similar to those so terminated, in which case Seller shall continue performance of this Order to the extent not terminated and shall be liable to Purchaser for any excess costs for such similar goods or services and any expenses incurred in connection therewith. Seller shall indemnify and hold harmless Purchaser for all costs, expenses and damages, whether direct, indirect, or consequential, arising from Seller's default described above in (i) and (ii).

6. Force Majeure. Neither party shall be held responsible for any delay or failure in performance of any part of this Order to the extent such delay or failure is caused by fire, flood, civil, governmental or military authority, act of God, or other similar causes beyond its reasonable control and without the fault or negligence of the delayed or nonperforming party or its subcontractors. Seller's liability for loss or damage to Purchaser's material in Seller's possession or control shall not be modified by this clause. When a Seller's delay or nonperformance continues for a period of at least fifteen (15) days, Purchaser may terminate, at no charge, this Order.
7. Notification of Sellers Facility or Process Change. Seller shall inform Purchaser in writing about any and all changes that may impact the quality of the goods or services being provided under this Order. These changes include without limitation (i) a change in the manufacturing, assembly or test location; or (ii) removal or reduction of inspection or test procedures and/or methods associated with the goods or services as of the date of this Order; or (iii) any substantive changes in the components or materials of the goods (including changes in the goods bill of materials), manufacturing process, and/or the processes and procedures used in performing the services or the design of the goods. The Seller agrees to flow down the substance of this clause to its suppliers and to report the supplier's change information to Purchaser in writing.
8. Inspection and Rejection. Purchaser has the right to inspect the goods on or after the delivery date. Purchaser, at its sole option, may inspect all or a sample of the goods, and may reject all or any portion of the goods if it determines the goods are nonconforming or defective. If Purchaser rejects any portion of the goods, Purchaser has the right, effective upon written notice to Seller, to: (a) rescind this Order in whole or in part; (b) accept the goods at a reasonably reduced price; or (c) reject the goods and require replacement of the rejected goods. If Purchaser requires replacement of the goods, Seller shall, at its expense, within 7 business days or such other period of time as may be agreed to by the parties, replace the nonconforming or defective goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective goods and the delivery of replacement goods. If Seller fails to timely deliver replacement goods, Purchaser may cover and replace them with goods from a third party and charge Seller the cost thereof. Any inspection or other action by Purchaser under this section shall not reduce or otherwise affect Seller's obligations under the Order, and Purchaser shall have the right to conduct further inspections after Seller has carried out its remedial actions.
9. Warranty. Seller warrants that all goods and/ or services will conform strictly with applicable drawings, specifications, samples and other descriptions and requirements that are provided or made available to Seller by Purchaser in connection with this Order; including, without limitation, requirements provided by Purchaser to Seller on its web pages. Seller warrants that all goods will (i) be merchantable, (ii) free from defects in design, materials and workmanship (iii) if not of Purchaser's design, be suitable for the purpose intended whether expressed or reasonably implied and (iv) be free and clear of liens, security interests and other encumbrances. The foregoing warranties shall survive inspection, testing, acceptance and payment and shall run to the Purchaser, its customers and the users of the item or work. Remedies may include repair, replacement or reimbursement of the purchase price of nonconforming goods, all at Purchaser's election.

Seller shall indemnify and hold harmless Purchaser for all costs, expenses and damages, whether direct, indirect, incidental, or consequential, arising from a breach of this warranty or any other Terms of this Order. The warranties set forth in this Order are cumulative and in addition to any other warranty provided by law or equity. Any applicable statute of limitations runs from the date of Purchaser's discovery of the noncompliance of the goods and/ or services with the warranties in this Order.

10. Patent Indemnity. Notwithstanding the specifications, drawings, samples and other descriptions furnished by Purchaser, Seller warrants that the goods and the sale or use thereof by Purchaser or any transferee will not infringe any U.S. or foreign Letters of Patent, copyrights, trade secrets, trademarks or other intellectual property rights. Seller shall defend, indemnify and hold harmless Purchaser, its successors and assigns, customers and users of the goods, against all suits at law or in equity and from all damages, claims, demands and costs for actual or alleged infringement. Seller shall replace or modify infringing goods with comparable items acceptable to Purchaser or substantially the same form, fit, and function so as to remove the source of infringement, and shall extend this provision thereto. If the use or sale of any of the above goods is enjoined as a result of such claim, suit or action, Seller at no expense to Purchaser shall obtain for Purchaser and its customers the right to use and sell such goods.
11. Purchaser's Property. Title to and the right to immediate possession of all tools, molds, dies, parts, supplies, jigs, fixtures, plans, drawings, specifications and all other equipment, materials and property that are furnished by Purchaser for Seller's use hereunder; or are procured, produced, manufactured or fabricated by Seller in connection with Seller's performance hereunder; or are in any manner paid for directly or indirectly by Purchaser (all of which is collectively referred to as "Purchaser's Property"); shall at all times be and remain with Purchaser. Seller will ensure that at all times Purchaser's Property shall be and remain free and clear of any interest or claim on the part of Seller's creditors or other third parties.

Seller waives any and all liens that it has or may acquire with respect to Purchaser's Property. Seller shall take all measures which Purchaser deems appropriate to perfect or evidence Purchaser's title to all Purchaser's Property, including without limitation executing and filing informational financing statements and other documents with respect thereto, and for such purpose, Seller hereby irrevocably appoints Purchaser as Seller's attorney-in-fact to execute all such documents in Seller's name and on Seller's behalf. Seller shall clearly mark or otherwise adequately identify all Purchaser's Property as belonging to Purchaser. Seller shall not transfer possession of any Purchaser's Property to any third party or delegate or assign any of Purchaser's obligations with respect thereto, unless otherwise specifically agreed by Purchaser in writing.

While any of Purchaser's Property remains in Seller's possession, Seller shall at its expense maintain the same in good operating condition and repair and in compliance with all warranties contained herein. Seller shall be responsible for and shall bear all risk of loss or damage to all Purchaser's Property while in Seller's care, custody, possession or control, and shall insure such risks with full replacement value fire and extended coverage insurance reasonably satisfactory to Purchaser. Unless otherwise agreed by Purchaser in writing, Seller will use all Purchaser's Property solely and exclusively to perform for Purchaser's benefit hereunder, and not for the benefit of any other party.

Seller, as a material part of the consideration hereunder, hereby assumes all risk of damage to property or injury to persons arising from its use of all Purchaser's Property. Seller shall indemnify Purchaser from and hold Purchaser harmless against any and all claims arising from Seller's use of all Purchaser's Property, including all attorney's fees, expenses and liabilities incurred in the defense or settlement of any such claims, and, in the event of any claim against Purchaser by an employee or agent of Seller, Seller's liability and indemnification obligation hereunder shall not be limited by any amount recoverable by such persons under worker's compensation or similar applicable law. Seller shall maintain such

liability insurance with respect to its obligations under this Paragraph as Purchaser may from time to time require.

Purchaser shall have the right to recover immediate possession of all items of Purchaser's Property at any time, with or without cause, and without any additional charge or fee being assessed to Purchaser by reason of such recovery. Upon Purchaser's request, Seller shall deliver all Purchaser's Property to Purchaser, FCA Seller's dock, in good condition and repair, normal wear and tear only excepted. Seller grants to Purchaser the unconditional right to enter upon Seller's premises during normal business hours upon twenty-four (24) hours notice to recover Purchaser's Property.

12. Purchaser's Design. If the goods or parts thereof, contracted for hereunder, are of Purchaser's design, the Seller shall not reproduce for others any such goods or parts thereof without the prior written consent of Purchaser, nor shall Seller supply or disclose to others any information regarding such goods or parts thereof, nor incorporate in other items or articles any special feature of design or manufacture, considered by Purchaser to be peculiar or unique to the items or parts thereof, contracted for hereunder, without such prior written consent.
13. Invention. Any invention resulting from or arising out of performance by Seller or Seller's employees under this Order, which performance has been funded by Purchaser, shall be the property of Purchaser.
14. Assignment and Delegation. Seller shall not assign, transfer, delegate or subcontract any of its rights or obligations under this Order without the prior written consent of Purchaser, which may be withheld in Purchaser's sole discretion. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve the Seller of any of its obligations hereunder.
15. Changes/Stop Work Order. Purchaser may, at any time, by written notice make changes within the general scope of this Order in the specifications, designs, drawings, quantity ordered, methods of shipment, packaging, or place or time of delivery. If any such changes cause an increase or decrease in the cost of or the time required for the performance of any part of the work under this Order, an equitable adjustment shall be made in the price or delivery schedule, or both, and this Order shall be modified in writing accordingly. Any claim by Seller for an adjustment must be made in writing thirty (30) days of the receipt of any such notice. Nothing contained herein shall relieve the Seller from proceeding without delay to perform this Order as changed.
16. Termination. In addition to all of the other rights which Purchaser may have to cancel this Order, Purchaser shall have the further right, without assigning any reason therefore, to terminate any work hereunder, in whole or in part, at any time. Purchaser will not be liable to Seller for any costs for completed goods, goods in process or materials acquired or contracted for, if such costs were incurred more than the permitted number of days prior to the delivery dates as stated on the face of this Order or if none is stated, thirty (30) days. If Purchaser cancels this Order within such time as specified on the face of this Order or if none is stated, thirty (30) days, and if the parties cannot agree within a reasonable time upon the amount of fair compensation to the Seller for such termination: (a) Purchaser will pay the contract price for all goods reasonably completed in accordance with this Order and not previously paid for unless said goods are part of Seller's standard commercial items, and (b) Purchaser will pay a fair and proper proportion of the contract price for goods in process and for all materials acquired or contracted for within the time specified on the face of this Order for the purpose of fulfilling this Order which Seller is unable to cancel, return or otherwise use in Seller's operations. Should Purchaser so desire, cancellation charges shall be subject to Purchaser's audit.
17. Indemnification/Insurance. In the event Seller, its employees, agents, subcontractors and/or lower-tier subcontractors enter premises occupied by or under the control of Purchaser in the performance of this Order, Seller agrees that it will indemnify and hold harmless Purchaser, its officers and employees from

any loss, costs, damage, expense or liability by reason of property damage, including theft, or personal injury of whatsoever nature or kind arising out of, as a result of, or in connection with such entry. Unless otherwise specified by Web Industries in writing, Seller shall maintain and cause Seller's subcontractors to maintain during the term of this Purchase Order (a) workers' compensation insurance as prescribed by the law of the state or nation in which the work is performed; (b) employer's liability insurance with limits of at least \$500,000 for each occurrence; (c) automobile liability insurance if the use of motor vehicles is required hereunder, with limits of at least \$1,000,000 combined single limit for bodily injury and property damage per occurrence; and (d) Commercial General Liability ("CGL") insurance, ISO 1988 or later occurrence form of insurance, including, without limitation, Blanket Contractual Liability and Broad Form Property Damage, with limits of at least \$1,000,000 combined single limit for bodily injury and property damage per occurrence. All CGL and automobile liability insurance shall designate Web Industries, its affiliates, and its directors, officers, and employees as additional insured. All such insurance must be primary and non-contributory and required to respond and pay prior to any other insurance or self-insurance available. Except where prohibited by law, Seller shall require its insurer to waive all rights of subrogation against Seller's insurers and Seller.

18. Compliance. Seller warrants, and it is a condition of this Order, that all performance hereunder shall be in accordance with all applicable United States, state, and local laws, regulations and orders, and applicable foreign laws and regulations. Until received by Purchaser, all goods are Seller's sole responsibility including, but not limited to, the responsibility for proper, lawful handling or shipment of such items, or of any by-item or waste stream resulting therefrom.
19. Right of Access. Seller, without additional charge, shall permit reasonable access by representatives of Purchaser, Purchaser's customers and applicable regulatory agencies to Seller's premises (and the premises of Seller's subcontractors and supplier(s)) for the purpose of examining Seller's facilities, processes, goods, and records relating to this Order. Such examination may include inspection and testing of equipment, materials, parts, items (including software and licensed materials) to be furnished and services to be rendered, manufacturing and assembly processes, testing and quality procedures, and all applicable records relating to the manufacture, inspection, testing, and sale of such goods and the furnishing of such services.

If requested by Purchaser, Seller shall provide at its facility, without additional charge, suitable and convenient office space for representatives of Purchaser and/or representatives of Purchaser's customers, as reasonably required.

20. Government Contracts or Subcontracts. The provisions of this Section, and the provision of Section 21, shall apply to all U.S. government subcontracts.

The Seller agrees that its plant, books and records shall be subject to inspection and audit at all reasonable times by any authorized representative of a government agency or a customer acquiring from Purchaser the goods or services provided to Purchaser by Seller.

When the goods ordered herein are for use in connection with a U.S. Government prime contract or subcontract identified by a U.S. Government prime contract number and/or a DO or DX priority rating on the face of this Order, Seller will comply with the FARs/DFARs, and the provisions of DPAS listed and identified in this Order, as well as all other agency-specific, mandatory flow down acquisition regulations and laws for commercial items identified in this Order.

21. Non-Discrimination in Employment. In connection with performance of work hereunder the Seller agrees to comply with all applicable provisions of Executive Order No. 11246 of September 24, 1965, as amended, and rules, regulations and orders pertaining thereto.

**Seller 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 Seller take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.**

22. **Remedies.** All rights and remedies of Purchaser set forth in this Order or available at law shall be cumulative and not alternative and shall not be exhausted by any one or more uses thereof. The waiver by Purchaser of any term or condition of this Order shall not be deemed a waiver of any subsequent breach of the same or any other term or condition. SELLER HEREBY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS ORDER.
23. **Limitation of Liability.** In no event shall Purchaser be responsible or held liable to Seller for punitive, indirect, incidental or consequential damages, including, without limitation, liability for loss of use, loss of profits, capital investment, product development costs, unabsorbed overhead, or interest expenses, however the same may be caused, including fault or negligence of Purchaser.
24. **Survival of Obligations.** The obligations of the parties under this Order, which, by their nature would continue beyond the termination, cancellation or expiration of this Order, shall survive the termination, cancellation or expiration of this Order.
25. **General Indemnification.** Seller shall defend, indemnify and hold harmless Purchaser and its subsidiaries, affiliates, successors or assigns and their respective directors, officers, shareholders and employees against any and all loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost or expense, including reasonable attorney and professional fees and costs, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers arising out of or occurring in connection with the goods and/or services purchased from Seller or Seller's negligence, willful misconduct or breach of the Terms. Seller shall not enter into any settlement of any claim without Purchaser's prior written consent.
26. **Taxes.** Except where prohibited by law, Purchaser and Seller agree that all customs duties, Value Added Tax (VAT), turnover taxes, sales tax, and other applicable taxes, social insurance contributions, or fees (those imposed on or measured by the services provided or goods delivered) are included in the prices provided by Seller, and shall not be billed to Purchaser as separate items. Seller shall also be responsible for any and all payroll taxes for services performed in country by Seller's personnel. If VAT, sales tax, or other similar taxes are imposed by the country in which the services are performed, unless Purchaser has provided an exemption certificate or a direct pay permit, Seller agrees to bill such taxes as separate line items on an invoice, in accordance to the applicable taxing jurisdiction's laws. Where VAT is applicable, Seller agrees to use its reasonable commercial efforts to ensure that its invoices to Purchaser are issued in such a way that they meet the requirements for deduction of input VAT by Purchaser.
27. **Export Control.** Seller shall be responsible for the control, disclosure of and access to technical data, information and other items received under this Order in accordance with U.S. export control laws and regulations, including but not limited to the International Traffic in Arms Regulations (ITAR) and the export laws of the country of the Purchaser if the Purchaser is not U.S. based. Seller shall comply with all such laws and regulations and shall indemnify Purchaser for all liabilities, penalties, losses, damages, costs or expenses that may be imposed on or incurred by Purchaser in connection with any violations of such laws and regulations by Seller.

If any technical data required to perform this Order is exported to the Seller under a DSP-5, Offshore Procurement License, pursuant to ITAR 124.13, Seller shall comply with the following: (i) The technical data shall be used only to person, subcontractor, Seller facility or country without the prior written permission of Web Industries and the U.S. Department of State, Directorate of Defense Trade Controls, as required; (iii) Seller acknowledges that it is not acquiring any rights to the technical data; (iv) Seller, including lower-tier subcontractors, shall return, or at Web Industries' direction, destroy all of the technical data exported to Seller pursuant to this Order upon fulfillment of its terms; (v) Unless otherwise directed by Web Industries, Seller shall deliver the items only to Web Industries or to an agency of the U.S. Government; and (vi) Seller shall include the terms of this Subsection in all lower-tier subcontracts issued when technical data is provided to the lower-tier subcontractor. In all cases Seller, prior to the transfer of such technical data, must have written permission consistent with clause (ii).

## 28. Import.

Customs. For each shipment of goods covered by this Order, Seller shall furnish Purchaser with a commercial invoice containing, at a minimum, the following information: (a) port of entry; (b) name and address of Seller and Purchaser entity purchasing the items; (c) name of shipper (if different from Seller); (d) country of export; (e) detailed description of items in English; (f) quantities and weights; (g) actual purchase price, including all elements of the amount paid or payable by Purchaser; (h) the currency in which the sale was made; (i) all charges, costs and expenses associated with the items, including freight, insurance, commission, containerization and packing, unless the cost of packing, containerization and inland freight are already included in the invoice price; (j) all rebates or discounts; and (k) the country of origin (manufacture) of the items. The value of any goods or services furnished for the production of the items (e.g., "assists") not included in the invoice price, must be reported on the invoice for the first shipment of goods unless Purchaser directs otherwise in writing. All items, unless specifically exempted, shall be marked in a conspicuous place as legibly, indelibly, and permanently as the nature of the article (or container) will permit, with the country of manufacture of the items. Seller agrees to comply with all laws and regulations governing the importation of goods into the customs territory of the United States and any other country of importation. Seller agrees to hold harmless and indemnify Purchaser, its directors, officers and employees against all losses, claims, penalties, judgments, liabilities and expenses which any of them may pay or incur arising out of this Order, including but not limited to all representations made by the Seller with respect to documentation or other Customs or Governmental requirements with regard to entry requirements, classification, valuation, preferential treatment, duty drawback or trade terms.

Government Duty Increases. If government authorities declare or otherwise impose countervailing duties, antidumping duties, or retaliatory duties on goods imported by Purchaser under this Order, Purchaser reserves the right to terminate this Order in accordance with the provisions in Section 16.

Duty Drawback Rights. All drawback of duties and rights thereto related to duties paid by Seller or Purchaser upon importation of the goods into any customs territory if the goods are subsequently exported from that country shall accrue to the exclusive benefit of Purchaser. Seller agrees to provide Purchaser with all documents, records and other supporting information necessary to obtain any such duty drawback, and agrees to reasonably cooperate with Purchaser to obtain such payment.

C-TPAT. Seller agrees to comply with the Security Recommendations of the U.S. Bureau of Customs and Border Protection's Customs-Trade Partnership Against Terrorism (C-TPAT) program to the extent that the C-TPAT Security Recommendations are reasonable for Seller's operations, depending on the company's size and structure. Further information about the CTPAT program may be found on Customs website at <<http://www.cbp.gov>>.

29. **Notices.** All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on this Order or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.
30. **Severability.** If any of the provisions of this Order shall be invalid or unenforceable in any jurisdiction, such invalidity or unenforceability shall not affect any other term or provision of this Order or invalidate or render unenforceable such term or provision in any other jurisdiction.
31. **Applicable Law and Submission to Jurisdiction.** All matters arising out of or relating to this Order shall be governed by and construed in accordance with the internal laws of The Commonwealth of Massachusetts, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than Massachusetts. Any legal suit, action or proceeding arising out of or relating to this Order shall be instituted in the federal courts of the United States of America or the courts of the Commonwealth of Massachusetts, in each case, located in the City of Boston and County of Suffolk, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. The application of the United Nations Convention on the International Sale of Goods is hereby excluded.
32. **Order of Precedence.** In the event of any inconsistency among this Order, the documents referenced herein and any attachments hereto, the inconsistency shall be resolved by giving precedence in the following descending order: (i) provisions set forth on the face of this Order, (ii) the specifications specifically identified in this Order, (iii) the drawings specifically identified in this Order, (iv) these Terms, and (v) the other documents incorporated by reference.
33. **Confidential Information.** Seller agrees that it will at all times hold in confidence for Purchaser all designs, know-how, techniques, devices, drawings, specifications, patterns, technical information, documents, business plans, item requirements, forecasts and similar data, oral, written or otherwise, conveyed by Purchaser to Seller in connection herewith or procured, developed, produced, manufactured or fabricated by Seller in connection with Seller's performance hereunder (collectively, "Information"). Seller shall exercise the same degree of care to prevent disclosure of any Information to others as it takes to preserve and safeguard its own proprietary information, but in any event, no less than a reasonable degree of care. Seller shall not, without the prior written consent of Purchaser, reproduce any Information; nor disclose Information to any party; nor use Information for any purpose other than performance for the benefit of Seller hereunder. Upon Purchaser's request, Seller shall promptly return all documents and other materials received from Purchaser. Purchaser shall be entitled to injunctive relief for any violation of this Section.

Any technical knowledge or information of Seller which the Seller shall have disclosed or may hereafter disclose to the Purchaser in connection with the goods or services or other performance covered by this Order shall not, unless otherwise specifically agreed upon in writing by the Purchaser, be deemed to be confidential or proprietary information and shall be acquired by Purchaser free from any restrictions as part of the consideration of this Order.

Seller shall not, without prior written consent of Purchaser, issue any news release, publicity or promotion material regarding this Order or make public use of any Identification in any circumstances related to this Order. "Identification" means any semblance of any trade name, trademark, service mark, insignia, symbol, logo, or any other designation or drawing of Web Industries or its affiliates. Seller shall



remove or obliterate any Identification prior to use or disposition of any material rejected or not purchased by Purchaser.