TERMS AND CONDITIONS OF PURCHASE

Acceptance-Agreement: The issuance of this Purchase Order ("Omleri)manishitudifIlhio & the the information of the issuance of this Purchase Order ("Omleri)manishitudifIlhio & the issuance of the issue of

Patents: Vendor shall defend and hold harmless BC, and any person or entity associated with BC, against and from any liability, loss, damage, expense, and legal fees arising in connection with any claim that the purchase or sale of the goods or services furnished hereunder constitutes unfair competition or that the goods or services furnished hereunder infringe the patent, copyright, trade secret, or other rights of any other person or entity. BC may be represented in connection with any such claim by its own counsel at Vendor's expense. If BC reasonably believes that the goods or services are likely to infringe any such right, Vendor shall, at its expense and as requested by BC, either procure the right for BC to use the goods or services or replace or modify the same to make them non-infringing but functionally equivalent.

Independent Contractor: If Vendor's obligations hereunder require or contemplate the performance of work or services by Vendor, its employees, agent m MC m4()[(t)-31 eq 1.120(o)3(

have no rights against BC with respect thereto except as may exist under patent laws.

Entire Agreement: This Order (including any referenced and/or attached document), when accepted, is the entire agreement between the parties and supersedes any prior oral or written agreement between the parties. This order can be modif(r)-11(d)J -0.004 hd0 Tw [canmoetT*(.)6(w)-2(h)16(ed)-fw [(c)-24.efn-11(e)20 224)]