

of a trade secret. Vendor shall protect and indemnify Buyer from and against claims, damages, judgments, expenses and loss arising from infringement or alleged infringement of any intellectual property rights in connection with the goods delivered hereunder and Vendor shall defend or settle at its own expense any suit or proceeding brought against such indemnitees for such infringement. The provisions of this Section shall survive the expiration or termination of this Order.

7. Indemnity. Vendor shall defend, indemnify and save harmless Buyer, its Affiliates and its and their customers from and against any loss, cost, damage or expense (including reasonable attorney's fees) arising from (a) any and all claims which may be made against an indemnitee by reason of injury or death to person, or damage to property, suffered or claimed to have been suffered by any person, firm, corporation or other entity caused by defective goods furnished hereunder or by any act of omission, negligent or otherwise of Vendor or any subcontractor of Vendor or any of their employees, workmen, servants or agents; (b) any and all damage to an indemnitee's property, including property occupied or used by, or in the care, custody or control of Vendor, caused or alleged to have been caused by defective goods furnished hereunder or by any act or omission, negligent or otherwise, of Vendor or any subcontractor of Vendor or of any of their employees, workmen, servants or agents; (c) to the extent permitted under applicable law, any and all claims which may be made against an indemnitee by reason of injury or death to person or damage to property, howsoever caused or alleged to have been caused by, and suffered or claimed to have been suffered by Vendor or any subcontractor of Vendor or by any of their employees, workmen, servant or agents; and (d) any breach by Vendor of its representations, warranties or obligations hereunder. The provisions of this Section shall survive the expiration or termination of this Order.

8. Insurance. Vendor shall maintain insurance of the types and in the amounts that are commercially reasonable for the industry in which Vendor operates and that are satisfactory to Buyer. Vendor will provide certificates of insurance evidencing such policies upon Buyer's request.

9. Nonwaiver. The failure of Buyer to insist upon strict performance of any terms and conditions hereof, or failure or delay to exercise any rights or remedies provided herein shall not be deemed a waiver of any right of Buyer to insist upon strict performance hereof or any of its rights or remedies as to any such goods.

10. Compliance with Laws and Ethical Business Practices. In the performance of work hereunder, Vendor shall comply with all applicable federal, state and local laws and rules and regulations of any governmental authority which have the effect of law, including without limitation all anti-bribery, anti-corruption, export and reexport requirements, laws and regulations of the United States of America and any other applicable export and reexport laws and regulations. Vendor agrees to adhere to ethical business practices in the performance of work hereunder, and to promptly report to Buyer if it has received a direct or indirect request or demand for any bribe, kickback or undue financial or other advantage of any kind in connection with the solicitation or performance of this Agreement.

11. Termination by Buyer for Cause. By written notice to Vendor, Buyer may terminate this Order in whole or in part if (a) Vendor fails to perform strictly in accordance with the required delivery schedule, (b) Vendor, in Buyer's judgment, fails to make progress thereby endangering performance of this Order, (c) Vendor fails to strictly comply with any of the other provisions of this Order, or (d) Vendor becomes insolvent or develops such financial condition so as to endanger performance, including commencement of voluntary or involuntary proceedings in bankruptcy or reorganization, or an assignment for the benefit of creditors.