





fabricated in producing any goods especially for you, are and shall remain our exclusive property at all times. You have no rights therein apart from the right to use or resell the goods you purchase.

- 13) Confidentiality.** If you visit any of our facilities or otherwise are accorded access to any of our proprietary or confidential information, you will hold all such information in strict secrecy and not use or disclose any such information to a third party without our prior written consent. This provision applies to you, your agents and representatives that any of this confidential information is disclosed to. The protections of this paragraph are in addition to our rights under any applicable law or any written agreement executed between us such as a Mutual Confidentiality Agreement and/or Non-Disclosure Agreement.
- 14) Proprietary Rights and Indemnification.** You warrant that goods that we have manufactured in accordance with or based upon your specifications or upon technical data you have furnished to us or any reports created or generated based upon your specifications do not infringe any United States and/or foreign patent, trademark, copyright, known trade secret or any other proprietary rights of persons not a party to this Agreement. You will indemnify us from and hold us harmless against any and all judgments, decrees, orders, claims and liability, and all loss, cost, damage, injury, or expenses incident thereto, resulting from any alleged infringement. If we request, you will defend us at your own expense in any action or proceeding instituted against us in which any such infringement in the manufacture, use or sale of goods or services conforming to your specifications or technical data is asserted. We may, if we desire, be represented by and participate through our own counsel, whose reasonable fees and expenses you agree to pay. If any claim of infringement or the like is made with respect to goods or services we have designed, manufactured or provided entirely in accordance with our own specifications, our obligations shall be exclusively as set forth in Section 2-312(3) and 2-607 of the Uniform Commercial Code as in effect in the State of Connecticut. We will not be obligated on any claim if: i. You have failed to provide us with prompt written notice of any such claim or threatened claim; or ii. Any such claim or threatened claim is based upon an allegation that your purchase, use or resale of goods we have supplied, but which have not been installed and operated in accordance with our specifications and directions, infringes the intellectual property rights of third persons; or iii. Any such claim is attributable to equipment or other devices supplied by anyone but us (even if the equipment or devices were made or adapted for use or resale with goods sold by us); or iv. You do not allow us to control the defense against or other opposition to such claim, including the settlement of such claim and any related proceedings.
- 15) Applicable Law.** This Agreement is to be construed and enforced in accordance with Connecticut law.
- 16) Construction.** This Agreement and any service contract you elect in lieu of the warranty of paragraph 9, are intended as the final expression of the agreement between you and us and constitute the complete and exclusive statement of the terms of the agreement between you and us. No statement or agreements, oral or written, made before or at the signing of this Agreement, may vary or modify the written terms of this understanding. Neither you nor we may claim any amendment, modification or release from any provision of this Agreement unless it is in writing, signed by both of us, and specifically states that it amends this Agreement or a service contract you have elected.