



Corporate Terms and Conditions of Sale

All Customer Purchase Orders are subject to these terms and conditions and all additional terms and conditions presented on or accompanying an ARRIS Quotation or ARRIS Order Acknowledgment. ARRIS specifically rejects and Customer disclaims all printed provisions in Customer's printed Purchase Orders including associated forms and/or documents. These terms and conditions, together with the ARRIS Order Acknowledgment shall constitute the entire agreement between ARRIS and Customer with respect to any Customer Purchase Order and the Products and/or Services provided hereunder. These terms and conditions supersede any prior or contemporaneous agreements or representations written or oral. Any amendment of these terms and conditions must be in writing and signed by ARRIS to be binding on ARRIS.

1. DEFINITIONS AND INTERPRETATION

Within this document definitions are defined as follows:

"ARRIS" means ARRIS Solutions, Inc., a wholly owned subsidiary of ARRIS Group, Inc. and/or its designated affiliates.

"Customer" means the person or entity however constituted to whom the Products or Services are provided.

"Delivery" means the date of Customer's receipt of Products or completion of Services at Customer's designated location.

"GPL" means the General Public License relating to software modification.

"Hardware" means equipment designed and manufactured by ARRIS, or other manufacturer's equipment offered for sale by ARRIS to Customer.

"Order Acknowledgment" means a document furnished by ARRIS or acknowledging the receipt of Customer's Purchase Order and ARRIS' agreement to supply the Products and/or Services stated therein under the terms and conditions stated herein.

"Products" means the Hardware and/or Software offered for sale or licensed to Customer at time of sale.

"Purchase Order" means Customer's document for the acquisition of Products and/or Services, exclusive of all printed terms and conditions contained thereon.

"Quotation" means either ARRIS' offer to sell Services and/or Products or ARRIS' document that provides a summary of the Statement of Work and pricing corresponding to the Statement of Work.

"Services" means various types of services, both technical and professional, as provided by ARRIS to Customer covering items such as training, maintenance services, on-site support, applications engineering, site engineering and installation. Services are not Products.

"Shipment Date" means the date on which ARRIS has scheduled shipment of Products to Customer.

"Software" means ARRIS-licensed software, including updates, and any other enhancements, modifications, and bug fixes thereto, in object code form only, and any full or partial copies thereof. Software is licensed by ARRIS separately or as part of a Product sale.

"Statement of Work" means ARRIS' document which describes in detail the work or Services to be performed and any Products to be supplied.

Interpretation within this document is defined as follows:

- (i) headings are for convenience only and do not affect interpretation;
- (ii) the singular includes the plural and conversely;
- (iii) reference to a party means ARRIS and Customer exclusively; and
- (iv) in the event of a conflict between Customer's Purchase Order or associated documents and the terms and conditions herein, the terms and conditions herein including the Order Acknowledgment shall govern.

"Technical Services" means support services as offered for all ARRIS products, which include warranty repair and return and annual support contracts supporting Product software upgrades and maintenance. Annual contracts for post-sale technical support and/or repair services ("Technical Support Services") of the Products are not subject to the terms and conditions within this document. If available, such Technical Support Services may be purchased separately and are subject to ARRIS' Technical Support Services terms and conditions available at http://www.arrisi.com/support/tech_support/contact/Guide_to_ARRIS_Technical_Services.pdf

2. ACCEPTANCE OF PURCHASE ORDERS

As used herein, "Acceptance of Customer's Purchase Order" shall mean ARRIS' agreement, as evidenced by the issuance of an Order Acknowledgment, to supply the Products and/or Services identified in Customer's Purchase Order under the terms and conditions herein. All Customer Purchase Orders are subject to written acceptance by ARRIS, at its sole discretion, even if received elsewhere by a salesperson, selling agent or representative. Furthermore, Acceptance of Customer's Purchase Order shall be subject to a minimum order amount of two hundred fifty dollars (\$250.00). No Customer Purchase Order will be binding upon ARRIS until ARRIS issues its written Order Acknowledgment.

3. PURCHASE ORDER CHANGES

Customer may not change its Purchase Order without ARRIS' written consent. Any revision in drawings, designs, specifications, shipment completion dates or Purchase Order termination requested by Customer may result in additional cost to Customer. Any additional cost to Customer will be at ARRIS' standard rates in effect at the time of Customer's request. ARRIS' performance of Customer's request shall commence only upon the issuance of a new Purchase Order or written amendment to an existing Purchase Order authorizing the applicable charge.

Customer's oral requests for Services shall be binding on Customer and deemed by ARRIS as valid Customer Purchase Orders, governed by these terms and conditions. Customer further agrees, as a result of any request made hereunder to pay any and all charges associated with such Service request. Customer requested changes in performance of Services shall be reviewed upon ARRIS' receipt of Customer's request to determine if additional charges are applicable.

4. PRICE OF PRODUCTS AND/OR SERVICES

The price for Products and Services are based on ARRIS' published list prices in effect at time of ARRIS' receipt of Customer's Purchase Order unless otherwise set forth in the Order Acknowledgment, or a valid issued Quotation, Statement of Work or proposal. A Quotation, Statement of Work or proposal is valid for a period of **sixty (60)** days from date of issue. Errors or omissions in price are subject to correction by ARRIS.

All published list prices (in US dollars) are subject to change by ARRIS without notice. ARRIS retains all rights to change the Products and/or Services or may discontinue any Products and/or Services at ARRIS' sole discretion.

5. PRICES; ADJUSTMENTS

The price of Products and Services may subsequently be adjusted to reasonably reflect the adverse cost impact to ARRIS of:

- (i) Customer changes or delays which are outside of the scope of Services;
- (ii) legal/regulatory changes which occur after the issuance of the Quotation and/or Statement of Work for the particular Services in question; or
- (iii) the failure of Customer to perform its obligations under Sections 6, 7, and 8.

ARRIS will provide a written notice and reason for an adjustment to the price within a reasonable period of time after ARRIS becomes aware of an event under which ARRIS intends to request an adjustment. The parties will then determine, in a commercially reasonable manner, the price adjustment that is appropriate. Pending such agreement, ARRIS will continue to perform the Services specified in the Purchase Order for ten (10) business days or such other greater time that may be agreed to in writing by ARRIS, unless Customer fails to pay amounts due to ARRIS when due, an event specifically identified in the Quotation and/or Statement of Work permitting suspension or termination of the Services occurs, or Customer is otherwise in breach.

In the event an adjustment to the price has not been made within the aforementioned ten (10) business days, ARRIS shall have the right to terminate this Purchase Order, in whole or in part and in addition to any other remedy available to ARRIS, Customer shall make immediate payment to ARRIS on account of all Products delivered and/or Services rendered.

6. SCHEDULE FOR PERFORMANCE OF SERVICES

ARRIS will perform the Services in accordance with the schedule stated in the Quotation and/or Statement of Work. Both parties agree to adhere to the schedule, however, each party will give due consideration to any reasonable proposal by the other party regarding changes in the schedule which, if agreed upon, will be recorded in a written modification to the applicable Purchase Order. Dates for performance of Services are estimated by ARRIS in good faith but not guaranteed by ARRIS. Except as otherwise set forth in the Quotation and/or Statement of Work, ARRIS will have unrestricted access to Customer's site and any other locations at which Services are to be performed at all times (including overtime hours, Saturdays, Sundays and holidays) for the purpose of performing the Services.

7. SITE PREPARATION AND CONDITION FOR SERVICES

Customer will be responsible for preparation of the site, at which ARRIS will perform the Services, to the specifications and in accordance with the time schedule stated in the Quotation and/or Statement of Work. Customer warrants to ARRIS that each such site is in compliance with all applicable health and safety regulations and is free from all friable asbestos and hazardous contamination or pollutants, as further provided in Section 8 below.

8. HAZARDOUS MATERIALS

Prior to the date specified in the Quotation and/or Statement of Work for the performance of Service, Customer will take any and all steps needed to assure that each site is free from all friable asbestos and hazardous contamination or pollutants. If contamination is found to be present at a site, ARRIS will have no further obligations under any Quotation and/or Statement of Work (other than with respect to any software licenses or confidentiality obligations), until such contamination is removed.

9. PACKAGING, SHIPMENT, AND SERVICE DATES

All Products shall be suitably packed for shipment. ARRIS may charge for packing and/or packaging including special documentation to comply with Customer requirements.

Shipment terms are EXW shipping location (Incoterms 2010), unless restated otherwise by an ARRIS Quotation, confirming Customer Purchase Order and ARRIS Order Acknowledgement.

Shipment Date for Products or date for performance of Services is estimated by ARRIS but is not guaranteed by ARRIS. Catalog items normally in stock are sold subject to prior sale, and ARRIS reserves the right to establish shipping schedules in accordance with current stock levels. ARRIS will adhere as closely as possible to the Customer's requested shipping schedule and will exercise diligence in meeting the desired shipping dates. HOWEVER, ARRIS WILL NOT BE RESPONSIBLE FOR DELAYS IN SHIPMENT OR PERFORMANCE OF ANY SERVICE. Customer, regardless of the circumstances, will not hold ARRIS liable for any liabilities, penalties, or charges of any nature due to the late performance of any Service date. ARRIS assumes no liability for any direct or liquidated damages during shipment or delivery of Products.

Unless otherwise expressly stated, ARRIS shall have the right to make delivery of goods and data in installments. All installments shall be separately invoiced and paid as billed without regard to subsequent deliveries. Failure to pay for any installment when due shall excuse ARRIS from making further deliveries. Delay in delivery of any installment shall not relieve Customer of its obligation to accept remaining installments. ARRIS shall have the right to ship any material and data to Customer in advance of the shipping date agreed upon by the parties, and Customer agrees to accept without recourse any such shipments shipped in advance of the agreed upon shipping date.

In the event of shipment delay requested by Customer or a delay caused by lack of shipping instructions, ARRIS will store all Products covered thereby at. ARRIS will invoice the Customer at the full price for the Products including an additional storage fee.

10. TITLE, RISK OF LOSS, AND INSURANCE

Title, risk of loss, damage, and insurance responsibilities for the Products pass from ARRIS to Customer upon acceptance of Product by the shipping agent or carrier. Title to all Software shall remain with ARRIS or its licensors, but risk of loss, damage and insurance responsibilities shall pass to Customer at ARRIS' shipping location.

To secure full and prompt payment hereunder, Customer hereby grants to ARRIS the right to a security interest in the Products acquired by Customer.

11. ACCEPTANCE OR REJECTION OF PRODUCTS/SERVICES

After the delivery of the Products or the performance of Services, Customer shall have five (5) business days in which to inspect the Products and/or Services for conformity to the Purchase Order, statement of work or ARRIS quotation (as applicable) (hereinafter "Acceptance Period"). Acceptance of Products and Services by Customer shall automatically occur at the expiration of the Acceptance Period unless ARRIS is advised otherwise in writing within the Acceptance Period or upon Customer's commercial use of the Products and/or Services. Technical Support Services contracts are expressly excluded from this section.

IF ANY PRODUCT OR SERVICE DOES NOT SUBSTANTIALLY CONFORM TO THE APPLICABLE PURCHASE ORDER, STATEMENT OF WORK OR QUOTATION (AS APPLICABLE) CUSTOMER SHALL NOTIFY ARRIS IN WRITING OF THE NONCONFORMANCE, AND FOR PRODUCTS, OBTAIN AN AUTHORIZATION FOR RETURN, AND RETURN SUCH PRODUCTS TO ARRIS FOR CORRECTION OR COMPLETION AS REQUIRED. WITH RESPECT TO SERVICES, ARRIS SHALL, AT NO ADDITIONAL CHARGE (IF DETERMINED BY ARRIS TO BE ARRIS' FAULT), TAKE PROMPT ACTION TO CORRECT SUCH UNSATISFACTORY SERVICES.

12. PAYMENT TERMS

Customer's payment obligations, as stated on ARRIS' invoices, are thirty (30) days, unless otherwise stated. Invoices for Services will be rendered in accordance with an established milestone schedule or upon completion of any Services. Late charges of one and one-half percent (1 1/2%) per month on outstanding balances, or the maximum permitted by law, whichever is less, may be charged. All amounts due shall be payable in United States dollars unless otherwise specifically agreed upon in ARRIS' Order Acknowledgement.

If, in ARRIS' judgment, Customer's financial condition does not justify continuation of the existing payment terms, ARRIS may:

- (i) require full or partial payment of Customer's account;
- (ii) require payment in advance of Products shipment;
- (iii) require payment in advance for performance of any Services;
- (iv) change Customer's credit terms; or
- (v) any combination of the above.

13. TAXES

In addition to the Price for Products or Services paid by Customer, Customer will pay ARRIS the amount of all taxes, excises, or other governmental charges that ARRIS may be required to pay with respect to the production, sale, license, or transportation of any Products delivered hereunder, including the performance of any Services, except taxes on or measured by ARRIS' net income. If Customer claims exemption from any taxes, Customer will provide ARRIS with documentation required by the taxing authority to support the exemption.

14. PRODUCT AND SERVICES WARRANTY

ARRIS warrants from the date of shipment to customer that Products will substantially conform to ARRIS specifications in effect as of the date of shipment and will be free from substantial defects in material and workmanship under normal use (within published specifications), given proper installation and maintenance, for the specified warranty period for the Product. ARRIS further warrants to Customer that all Services performed by ARRIS for customer will be provided in a workmanlike manner.

Customer must promptly notify ARRIS of any claimed defect in the Product and/or Services. ARRIS or its agent may inspect the Product or workmanship on Customer's premises. Product returned to ARRIS under warranty must be shipped prepaid by Customer.

EXCEPT AS AGREED TO IN A SEPARATE WRITING BETWEEN THE PARTIES, THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES WITH RESPECT TO THE GOODS AND SERVICES DELIVERED TO CUSTOMER HEREUNDER, WHETHER STATUTORY, BY OPERATION OF LAW, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE AND ANY WARRANTIES ARISING OUT OF USAGE OR TRADE. THIS WARRANTY IS APPLICABLE SOLELY TO CUSTOMER AND NOT TO ANY SUCCESSOR IN INTEREST OR ANY OTHER THIRD PARTY. NO WAIVER, ALTERATION, OR MODIFICATION OF THIS WARRANTY SHALL BE BINDING AGAINST ARRIS UNLESS IN WRITING AS A SEPARATE AMENDMENT HERETO AND SIGNED BY AN ARRIS AUTHORIZED EXECUTIVE. IF A PRODUCT IS NOT LISTED IN THE BELOW TABLE, THEN ARRIS DISCLAIMS ALL WARRANTIES OF ALL TYPES. FOR ANY THIRD PARTY PRODUCTS SOLD UNDER THIS AGREEMENT, SUCH THIRD PARTY VENDOR WILL PROVIDE DIRECTLY TO CUSTOMER THE RESPECTIVE WARRANTIES, SOFTWARE LICENSE AND INDEMNIFICATION.

ARRIS EXPRESSLY DISCLAIMS ALL WARRANTIES FOR ANY THIRD PARTY EQUIPMENT AND SOFTWARE PURCHASED AND LICENSED BY CUSTOMER DIRECTLY FROM ANY THIRD PARTY VENDOR, EVEN IF RECOMMENDED FOR USE BY ARRIS WITH THE PRODUCTS. ANY AND ALL WARRANTIES FOR SUCH THIRD PARTY EQUIPMENT AND SOFTWARE SHALL BE PROVIDED UNDER THE TERMS AND CONDITIONS OF THE AGREEMENT(S) BETWEEN CUSTOMER AND THE THIRD PARTY VENDOR FOR SUCH THIRD PARTY EQUIPMENT AND SOFTWARE.

Other than as expressly stated, the ARRIS warranty shall not cover components subject to normal wear and tear, such as fuses, batteries except as otherwise provided herein, and lamps.

The warranty period for ARRIS' primary products is as noted in the following table.

| ARRIS Product Categories | Warranty Period from Shipment Date* |
|--|--|
| Category A Products All ARRIS C4® Cable Modem Termination System ("CMTS") Products including C4®, C4c™ and D5® Universal Edge QAM; VIPr® Video Transcoder and System Solutions; ENCORE® and QUARTET® Encoders; HEMi® Headend Micro Solutions and BMR1200®, BEQ™ and all MSP platforms and applications | Hardware One (1)Year Software Ninety (90) Days |
| Category B Products All ARRIS Touchstone® Telephony ("TTM") and Cable Modems ("CM") | One (1)Year Two (2) Years for European Countries |
| Category C Products All TTM Batteries, LPSUs and Telco IF Package for Multiline TTMs | One (1)Year |
| Category D Products All ARRIS Third Party OEM Products, including FTTMax™ Optical Network Units (ONUs) and Ruckus WiFi Wireless Equipment including FlexMaster™ Management System, ZoneDirector™ LAN Controller, ZoneFlex™ 7025, 7300 and 7962 series, ZoneSwitch™ 4000 series, ZoneFlex™ 7761CM, 7731, 7762 series. | Pass Through from OEM |
| Category E Products All TeleWire Supply® Distribution Products, including but not limited to ARRIS Digicon® Connectors and the MONARCH® and Regal® series equipment | Pass Through from OEM |
| Category F Products All ARRIS CHP Max5000® Converged Indoor Headend Platform hardware products such as the CHP chassis, CHP and FTTMax™ application modules, power supplies and platform hardware components, all CHP and FTTMax stand alone rack mount products, optical passives, and power meters. | Five (5) years within the United States and Canada Three (3) years outside United States and Canada |
| Category G Products All ARRIS Opti Max™ nodes, Flex Max® amplifiers and Trans Max™ Hardened Field Hub and Outdoor Optical Amplification hardware products, and hardware components, and field optical passives | Five (5) years within the United States and Canada Three (3) years outside United States and Canada |
| Category H Products All ARRIS ConvergeMedia™ Distribution Platforms and Management Suite, AdManager™ including SkyVision Ad Management, ARRIS Fixed Mobile Convergence (FMC) and CVEx™, SVA, BAAP and VMS products. | Hardware One (1)Year Software Ninety (90) Days |
| Category I Products All Assurance Software Products: WorkAssure™ Workforce Management, EventAssure™ Outage Management and ServAssure™ Network and Service Management | Hardware One (1)Year Software Ninety (90) Days |
| Category J Products All ARRIS MOXI® HD DVR and ARRIS Whole Home Solutions, including the MOXI® Gateway and MOXI® Player | Hardware One (1) Year Software Maintenance Agreement Required |

*For Category H and Category I Products only, if ARRIS is engaged by Customer to provide Services for the implementation of the purchased Products, Warranty Period for such Products shall commence upon Customer Acceptance of the Products and Services.

15. WARRANTY LIMITATIONS

ARRIS does not warrant (i) that the operation of the Product will be uninterrupted or error-free; (ii) that the functions of the Product will meet Customer's requirements; or (iii) that the Product will operate in combination with non-ARRIS products selected by Customer for its use. In addition, ARRIS does not warrant physical damage to the surface of the products, including cracks or scratches on the casing or damage caused by unauthorized attempts to open, repair or modify the products, or any other cause beyond the range of the intended use.

ARRIS shall be relieved of all obligations and liability under the Warranty provisions set forth herein, if:

- (i) The Hardware or Software is operated with, or the error or defect is due to, any accessory, equipment, software or part not approved or sold by ARRIS; or
- (ii) The Hardware or Software was not purchased from ARRIS or its authorized reseller(s) or installed, operated and maintained in accordance with ARRIS' instructions and documentation; or
- (iii) The Hardware or Software has been repaired, altered or modified by someone other than ARRIS or approved by ARRIS; or
- (iv) Customer does not notify ARRIS in writing of the error or defect within the applicable Warranty Period with sufficient information for ARRIS to identify and reproduce such error or defect, or fail to return the defective Hardware or Software according to the terms of this agreement; or
- (v) ARRIS demonstrates that the alleged error or defect in the Software or Hardware does not exist or was caused by Customer or any third party's misuse, neglect, improper installation or testing, or any other cause beyond the range of the intended use, or by accident, fire, lightning, terrorism or other hazard or act of God.

ARRIS' entire liability and Customer's exclusive remedy whether in contract, tort or otherwise, for any claim related to or arising out of breach of the warranty covering Product or Services shall be correction of defects by repair, replacement, re-performance of service or credit, at ARRIS' discretion. Refurbished Product may be used to repair or replace the Product. Customer shall have no claim to Product which was replaced or the components therein which were replaced. ARRIS has no liability with respect to claims relating to or arising from the use of equipment not bearing the ARRIS or C-COR name.

No agent, distributor, or representative is authorized to make any warranties on behalf of ARRIS or to assume for ARRIS any other liability in connection with any Product or Services.

16. PRODUCT SUPPORT AND DISCONTINUED PRODUCTS

ARRIS, in its sole discretion, shall have the right to modify or discontinue ARRIS Products at any time during the term of this agreement, including any revised or additional specifications. For discontinued product, ARRIS will give ninety (90) days prior written notice to Customer of such discontinuance. Except for orders accepted by ARRIS prior to the date of such notice, ARRIS shall be under no obligation to continue the production of any ARRIS Product. Provided, however, ARRIS shall use reasonable commercial efforts to continue to provide spare parts and maintenance and support services to Customer for any discontinued ARRIS Product (other than Category I Products) for a period of five (5) years from the date on which such product is discontinued. For Category I Products, ARRIS shall use reasonable commercial efforts to continue to provide maintenance and support services to Customer for a period of three (3) years from the date on which such product is discontinued.

17. RETURNS

Products may not be returned to ARRIS without prior authorization. Customer must contact ARRIS to obtain an authorization number and return the Products to the location designated by ARRIS with all transportation charges paid by Customer. ARRIS may charge Customer certain fees for Products returned to ARRIS. Any Products returned to ARRIS without proper authorization will be returned to Customer at Customer expense.

18. DISCLAIMER OF LIABILITY

ARRIS WILL NOT BE LIABLE FOR INJURIES OR DAMAGES TO PERSONS OR PROPERTY RESULTING FROM ANY CAUSE WHATSOEVER. THIS LIMITATION APPLIES TO ALL PRODUCTS AND SERVICES PERFORMED DURING AND AFTER THE WARRANTY PERIOD.

IN NO EVENT SHALL ARRIS BE LIABLE FOR ANY DAMAGES RESULTING FROM LOSS OF DATA, LOSS OF USE OR LOSS OF REVENUE OR PROFIT AND ARRIS FURTHER DISCLAIMS ANY AND ALL LIABILITY FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR OTHER SIMILAR DAMAGES. The Products are not specifically designed, tested, manufactured or intended for operation or use in any inherently dangerous, life endangering or life support applications where any failure of the Products could lead to death, personal injury or significant physical or environmental damage (High Risk Activities). If Customer uses the Products in High Risk Activities, including but not limited to nuclear facilities or the flight, navigation or communication of aircraft, Customer agrees that neither ARRIS nor its third party licensors are liable in whole or in part, for any claims or damages arising from such use, and that Customer shall indemnify and hold ARRIS and its third party licensors harmless from any and all claims for loss, cost, damage, expense or liability arising out of or in connection with any use of the Products in High Risk Activities.

IF ANY REMEDY HEREUNDER FAILS OF ITS ESSENTIAL PURPOSE, OR IN ANY OTHER EVENT, ARRIS' AGGREGATE LIABILITY HEREUNDER SHALL NOT EXCEED THE DEPRECIATED VALUE OF THE AFFECTED PRODUCT OR THE ACTUAL AMOUNT PAID TO ARRIS FOR SERVICES.

19. COMPLIANCE WITH APPLICABLE LAWS

The Customer will comply with all applicable laws affecting the purchase and use of Products. Customer agrees to maintain all registrations with governmental agencies, commercial registries, chambers of commerce, or other offices which may be required under law in order to properly conduct commercial business.

Prior to the date specified in the Quotation and/or Statement of Work for the performance of Service, Customer will (i) obtain and pay for all governmental or third party consents, permits, approvals, licenses and public and private easements necessary for ARRIS' unrestricted access to any site or location needed for performance of the Services and delivery of the Products, and (ii) will notify ARRIS in advance of any requirements including all local laws, regulations, ordinances and the like to which ARRIS is or will be required to comply in the rendering of Services and in the supplying of Products hereunder.

When required, Customer will comply with United States laws applicable to the use, sale or license of Products, including but not limited to the Foreign Corrupt Practices Act and the Export Administration Act.

20. CONFIDENTIAL INFORMATION

Neither party will disclose to any third party or entity any information or data fixed in a tangible medium and marked as the confidential or proprietary information (hereinafter referred to as "Confidential Information") of the other party, or if provided orally, confirmed in writing to be confidential or proprietary within twenty (20) calendar days after its disclosure.

Notwithstanding the provisions herein, if Customer receives Confidential Information it shall treat such Confidential Information as confidential, prohibit copying and use such Confidential Information only in connection with fulfilling its obligations under Customer's Purchase Order, including programs, methods of

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