

1. **TERMS AND CONDITIONS:** These terms and conditions control the purchase of the goods and services set forth in this Purchase Order (the "Order"). In the event of any conflict between the Order specific terms and provisions, including any exhibits or documents attached hereto or incorporated by reference herein, and the standard terms and conditions set forth herein, the Order specific provisions shall control. These terms and conditions may not be waived or modified except as specifically set forth in writing by Buyer.

2. **ACKNOWLEDGMENT AND ACCEPTANCE:** The issuance of this Order to Seller constitutes an offer expressly limited to the terms contained herein. SELLER'S ACCEPTANCE OF THIS ORDER IS EXPRESSLY LIMITED TO THE TERMS AND CONDITIONS CONTAINED HEREIN. ANY ADDITION OR CHANGE TO OR DELETION OF THESE TERMS BY SELLER IN ANY PRIOR PROPOSAL, IN SELLER'S ACKNOWLEDGMENT FORM OR OTHERWISE COMMUNICATED TO BUYER SHALL BE DEEMED A MATERIAL ALTERATION AND IS EXPRESSLY OBJECTED TO AND REJECTED BY BUYER. Buyer may revoke this offer at any time prior to Seller's acceptance. Unless Seller notifies Buyer of its acceptance of this offer within twenty (20) days of the date hereof, this offer shall expire at Buyer's option without liability.

3. **TECHNICAL INFORMATION:** All specifications, drawings, schematics, technical information, notes, instructions or other information referred to on the face of this Order or contained in attachments or exhibits hereto are deemed to be incorporated herein by reference, and Seller expressly acknowledges that it has received and read such referenced information and will treat it as Confidential Information in accordance with Section 14 hereof. In addition, any specifications, drawings, schematics, technical information, notes, instructions, data, tools, dies, patterns, masks, gauges, test equipment, and other material or information furnished or paid for by Buyer shall: (a) be kept confidential in accordance with Section 14; (b) remain or become Buyer's property; (c) be used by Seller exclusively for Buyer's orders; (d) be clearly marked as Buyer's property and segregated when not in use; (e) be kept in good working condition at Seller's expense; and (f) be shipped to Buyer promptly on demand.

4. **PRICE AND DELIVERY:** Seller shall furnish the goods or services in strict accordance with the price and delivery schedule stated herein. TIME IS OF THE ESSENCE with respect to all of Seller's performance hereunder. Unless otherwise stated, prices include all charges for inspection and packaging, all federal, state and municipal sales, use and excise taxes, goods and services tax and any customs duties not otherwise paid or provided for by Buyer. In the event that Buyer is prohibited by law from making payments to Seller unless Buyer deducts or withholds taxes there from and remits such taxes to the local taxing jurisdiction, then Buyer shall duly withhold such taxes and shall pay to Seller the remaining net amount after the taxes have been withheld. Buyer shall not reimburse Seller for the amount of such taxes withheld. When goods are delivered and/or services are provided or the benefit of services occurs within jurisdictions in that Seller collection and remittance of taxes is required by law, Seller shall have sole responsibility for payment of said taxes to the appropriate tax authorities. In the event Seller does not collect tax from Buyer, and is subsequently audited by any tax authority, liability of Buyer will be limited to the tax assessment, with no reimbursement for penalty or interest charges. Prices shall remain fixed until completion of the deliveries contemplated hereunder. Buyer may return or store at Seller's expense any goods delivered more than five (5) days in advance of the delivery date. Seller represents, warrants, and agrees that the prices charged for goods or services: (a) will not, unless

otherwise agreed in writing by Buyer, be higher than last charged or quoted to Buyer; (b) Seller's lowest price charged any customer for that goods or services regardless of any special terms, conditions, rebates or allowances of any nature; (c) will reflect any price declines occurring prior to the actual shipping date; and (d) will reflect any price decreases occurring after the actual shipping date but before the originally specified shipping date if Buyer permits shipments to be made before the originally specified shipping date. Buyer reserves the right to have a confidential third party audit conducted to ensure Seller's compliance with this Order. Seller shall immediately notify Buyer in writing when Seller first has knowledge of any impending material shortage, governmental regulation, labor dispute or other event or impediment that could result in any delay in the delivery of the goods or performance of the services hereunder. If delivery or performance is not effected within the time stated in this Order, Buyer may, in addition to Buyer's other rights and remedies, purchase the goods elsewhere or retain substitute performance of the services, charge Seller for any resulting expense, loss or damage and/or cancel this Order.

5. PACKAGING AND SHIPPING: Seller shall package, mark and ship the goods: (a) in accordance with the terms of this Order and good commercial practices; (b) in a manner acceptable to common carriers that will protect against the hazards of shipment and storage; (c) at the lowest practicable rate; and (d) in accordance with all applicable laws. Each package shall legibly be marked with proper handling instructions, shipping information, Order number, part or item number, if any, and the names of Buyer and Seller. An itemized packing list shall accompany each shipment. When the goods are ready for shipment, Seller shall inform Buyer in writing of such pending shipment and thereafter ship the goods to Buyer's designated destination. If Buyer does not provide shipping instructions to Seller, Seller shall ship the goods by normal carriage to Buyer. Buyer may reject any shipment not meeting these requirements. If, due to Seller's failure timely to ship the goods, the specified method of transportation would not permit Seller to meet the delivery date specified in this Order, Seller shall, at Seller's sole cost and expense, ship such goods by air transportation or other expedited means acceptable to Buyer. Upon Buyer's request, Seller will promptly provide Buyer with a statement of origin for all goods and with applicable customs documentation for goods wholly or partially manufactured outside of the country of import.

6. SHIPPING TERMS AND RISK OF LOSS: Unless otherwise stated in the Order, all deliveries of goods from United States locations shall be made F.O.B. (Incoterms 2000) Buyer's location (as shown in this Order), and all deliveries from locations outside of the United States shall be made D.D.P. (Incoterms 2000) Buyer's location (as shown in this Order). Notwithstanding the foregoing and any prior inspection and F.O.B. point, Seller shall bear all risk of loss and damage until final inspection and acceptance of the goods by Buyer. Seller shall also bear all risk of loss and any costs of return and redelivery associated with any goods rejected by Buyer. Hazardous Materials Freight: Notwithstanding any of the above requirements of this paragraph to the contrary, title and risk of loss or damage shall pass to Buyer upon delivery to Buyer's point of use at the Buyer location designated in the Order. Notwithstanding any prior inspection and delivery point, Seller shall bear all risk of loss until final inspection and acceptance of the goods by Buyer. Seller shall also bear all risk of loss and any costs of return and redelivery associated with any goods rejected or returned by Buyer.

7. PAYMENT: Seller shall issue invoices only after delivery of the goods and/or completion of the services ordered by Buyer hereunder. Original invoices shall be submitted and shall include Order number, line item number, part number, complete bill to address, description of items, quantities, unit price and extended totals. All costs invoiced to Buyer for reimbursement of expenses agreed under the terms of this Order shall be net of any reclaimable Value Added Taxes ("VAT") incurred on such expenses. Seller agrees to invoice Buyer no later than one hundred eighty (180) days after shipment of goods or performance of the services ordered herein. Buyer will not be obligated to make payment against any invoices submitted after such period. Buyer may reject any invoice for noncompliance with any of the provisions of this Order. The time periods for any cash discount or payment shall commence on the later of the date the goods are received or the date Buyer receives a proper invoice. Buyer shall issue payment within forty-five (45) days after its receipt of a correct and conforming Seller invoice and supporting documentation, or forty-five (45) days after acceptance of the goods by Buyer, whichever is later; provided that if Seller and Buyer have agreed to utilize the evaluated receipts settlement process, Buyer shall issue payment within forty-five (45) days after its acceptance of the goods. Payment is deemed made when Buyer's check is mailed or EDI funds transfer initiated. Buyer's payment is contingent upon Seller's delivery of conforming goods and/or satisfactory completion of services. Payment made for rejected goods or services shall be refunded by Seller within ten (10) days after Buyer's request therefore or, at Buyer's option, shall be deducted from any other or subsequent payments due or to become due to Seller.

8. SET-OFF; RECOUPMENT: Buyer shall have the right at any time to set off or recoup any amount owing from Seller to Buyer or any of Buyer's subsidiaries or affiliates against any amount due and owing from Buyer or any of its subsidiaries or affiliates to Seller.

9. INSPECTION; ACCEPTANCE: Seller, at its cost, shall inspect all goods prior to shipment to Buyer. If requested by Buyer, Seller shall immediately provide Buyer with a copy of the inspection results. Buyer reserves the right to conduct its own pre-shipment inspection and testing wherever such goods are located. If Buyer conducts pre-shipment inspection or testing on Seller's premises, Seller shall provide, without additional charge, all reasonable facilities and assistance for such inspection and tests. Final inspection and acceptance by Buyer shall be at Buyer's premises unless otherwise specified in this Order. Seller shall not modify the specifications for any goods or services purchased hereunder without Buyer's advance written consent. Seller shall notify Buyer at least one hundred twenty (120) days in advance of any changes in the specifications or manufacturing process. Seller shall cooperate with Buyer to provide configuration control and traceability systems for goods and/or services supplied hereunder. Payment before or after inspection shall not constitute acceptance of non-conforming goods or services, and neither inspection, testing nor acceptance of the goods or services shall relieve Seller from its responsibility for latent or patent defects in the goods or other failures to meet the requirements of this Order, fraud or Seller's warranty obligations. If, at any time, Buyer learns that the goods or services are defective or otherwise not in conformity with the requirements of this Order, including the warranties of Section 10, Buyer may, in addition to Buyer's other rights and remedies, upon written notice to Seller: (a) rescind this Order as to such goods or services; (b) accept such goods or services or part thereof at an equitable reduction in price determined by Buyer; or (c) reject such goods or services and require, at

Buyer's option, replacement, repair, refurbishment, reperformance, or credit or rebate of the purchase price paid by Buyer. All replacements and reperformance shall be delivered or undertaken immediately, and if not, Buyer may either replace or correct such goods and effect substitute performance for services and charge Seller for the costs incurred thereby, or terminate this Order for cause.

10. WARRANTY: IN ADDITION TO ANY WARRANTY AND/OR CONDITION IMPLIED BY LAW, SELLER WARRANTS FOR A PERIOD OF THREE (3) YEARS FROM THE DATE OF DELIVERY THAT: (A) ALL GOODS DELIVERED HEREUNDER ARE NEW, OF THE GRADE AND QUALITY SPECIFIED, FREE FROM DEFECTS IN DESIGN, MATERIAL AND WORKMANSHIP AND ARE OF A QUALITY OF WORKMANSHIP THAT IS REQUIRED BY THE BEST PROFESSIONAL PRACTICES AND PROCEDURES IN SIMILAR MANUFACTURING INDUSTRIES; (B) ALL SERVICES ARE PERFORMED IN A GOOD AND WORKMANLIKE MANNER; (C) SELLER HAS GOOD AND MARKETABLE TITLE TO THE GOODS AND HAS CONVEYED SUCH TITLE TO BUYER FREE FROM ANY ENCUMBRANCES, LIENS, SECURITY INTERESTS OR OTHER DEFECTS IN TITLE; (D) THE GOODS OR SERVICES PURCHASED HEREUNDER CONFORM TO APPLICABLE SPECIFICATIONS, DRAWINGS, SAMPLES AND OTHER DESCRIPTIONS, IF ANY,

REFERENCED HEREIN; AND (E) THE GOODS PURCHASED HEREUNDER ARE MERCHANTABLE AND SUITABLE FOR THE PURPOSES INTENDED. All warranties set forth in this Order shall survive any inspection, delivery, acceptance, payment, expiration or earlier termination of this Order, and such warranties shall run to Buyer, its successors, assigns, customers and users of its products. Any goods repaired or replaced and services reperfomed shall be further warranted as set forth above.

11. INDEMNITY: To the fullest extent provided by law, Seller shall indemnify, defend and hold harmless Buyer from and against all demands, claims (including claims for contribution or indemnity), losses, liens and liabilities of whatever kind or nature, including attorneys' fees and costs (collectively a "claim"), incurred by or asserted against Buyer arising from or related in any way to the acts or omissions of Seller, Seller's agents, employees, representatives, subcontractors or assigns, including but not limited to claims asserted against Buyer as a result of a breach or alleged breach of the representations and warranties set forth in Sections 4 and 10 hereof, the presence of Seller's employees on Buyer's premises or the use of any goods proven defective.

12. ASSIGNMENTS: Seller shall not assign, delegate or subcontract this Order or any obligations hereunder without Buyer's prior written consent. Any such attempted assignment or delegation without Buyer's prior written consent shall be void and of no force or effect and, at Buyer's option, shall be cause for Buyer's termination of this Order. Buyer shall be entitled at any time to assign, delegate or subcontract this Order or any obligations hereunder to any third party without Seller's prior written consent.

13. CANCELLATION: At any time Buyer may cancel, terminate, suspend, delay or interrupt this Order or any part thereof, with or without cause (including Force Majeure), by written notice to Seller specifying the effective date and the extent of such cancellation, suspension, delay or interruption. Upon receipt of such notice, Seller shall immediately terminate any affected work under the Order and give immediate notice its suppliers and subcontractors, if any, to do the same and take all other actions to reduce its

costs in connection with any affected goods or services. If Buyer cancels this Order without cause, Buyer shall reimburse Seller for Seller's reasonable out-of-pocket expenses properly and directly allocable to and resulting from such cancellation, net of any amounts that Seller receives or should have received if it mitigated the cancellation as required herein by selling to a third party the goods or services that were to be delivered hereunder, as determined by Buyer according to generally accepted accounting principles. Before assuming any payment obligation under this Section, Buyer may inspect Seller's work in process and audit all relevant documents. The amount of such reimbursement shall in no event exceed an amount equal to the portion of the price that is allocable to the canceled portion of the Order. Such reimbursement shall be Seller's sole and exclusive remedy for any such cancellation and must be submitted to Buyer in writing within thirty (30) days after receipt of Buyer's termination notice. Upon payment of Seller's claim, Buyer shall be entitled to all goods, work and materials paid for. In addition to Buyer's other rights and remedies, Buyer may cancel or suspend this Order, in whole or in part, by written notice to Seller, for cause if: (a) the goods or services or any part thereof fail any inspection or test hereunder or are defective or non-conforming; (b) the goods or services are not delivered to Buyer as scheduled; (c) Seller makes a general assignment for the benefit of creditors, a receiver and/or manager for Seller is appointed, or a petition for bankruptcy, winding up, judicial management or corporate reorganization under any bankruptcy or similar laws is filed by or against Seller; or (d) Seller fails to comply with any of the terms or conditions of this Order. If Seller terminated this Order for cause, it shall have no obligation to make any reimbursements or payments hereunder. Any suspension or cancellation for cause by Buyer that is determined by any court or other authority to be wrongful for any reason shall be deemed for all purposes to be a suspension or cancellation without cause as set forth above.

14. CONFIDENTIAL INFORMATION: "Confidential Information" shall include any information, whether oral, written or observed, regarding the terms or existence of this Order and Buyer's specifications, requirements, plans, programs, plants, processes, products, costs, equipment, operations, finances or customers that may come within the knowledge of Seller and its employees, representatives and agents. All Confidential Information shall remain the exclusive property of Buyer and shall immediately be returned, together with all copies thereof, to Buyer upon request. Seller shall hold Confidential Information in trust and confidence for Buyer and shall not disclose such Confidential Information or use it for any purpose other than to perform this Order. Seller may disclose Confidential Information only to employees and third parties who have signed a confidentiality agreement and who have a need to know such Confidential Information in order for Seller to perform this Order. In addition, Seller may not use Buyer's name or trademarks in any type of advertisement materials, web sites, press releases, interviews, articles, brochures, business cards, project reference or client listings without the other's written consent.

15. INTELLECTUAL PROPERTY INDEMNITY: Seller shall indemnify, defend and hold harmless Buyer, its successors and assigns and the customers of any of them, from and against any and all claims and all costs, expenses (including reasonable attorneys' fees), losses, damages, or liabilities incurred because of claims that the goods, services or use of any goods or services purchased hereunder, or any

component, part or process thereof or product made therewith, irrespective of whether Buyer furnishes any specifications to Seller, infringes any patent, trademark, trade secret, copyright, mask work or application therefore, or other intellectual property right of a third party. If any such claim is asserted against Buyer, its successors or assigns or the customers of any of them, Seller shall, with counsel acceptable to Buyer, defend such action at its expense and shall pay any related costs and damages, including attorneys' fees of both Buyer and Seller. If any injunction shall be obtained against use of the Buyer's (or its successor's, assigns' or customers') goods or services or any component thereof by reason of infringement, Seller shall, at its expense and Buyer's option, either immediately procure for Buyer, its successors and assigns and the customers of any of them, the right to continue using the goods or services or immediately replace or modify the same to become non-infringing but equivalent in form, fit and function. Regardless of which of the foregoing remedies is effected, Seller shall pay to Buyer rework expenses and incremental costs incurred by Buyer to procure alternative products required to fill orders placed by Buyer and accepted by Seller as of the effective date of the injunction.

16. TECHNOLOGY RIGHTS: All products, information and technology produced, conceived or otherwise developed under this Order for Buyer (collectively "Developments"), or as a result of technology furnished by Buyer, shall be deemed works made for hire and shall vest exclusively in Buyer. Seller agrees to use such Developments only in connection with this Order and otherwise to retain them as confidential in accordance with Section 14 above. Seller, at its cost, hereby assigns to Buyer all right, title and interest in all inventions, trade secrets, patents, mask works, copyrights, trademarks and other intellectual property rights developed under this Order and shall fully cooperate with and assist Buyer in perfecting such rights. Seller represents, warrants and agrees that it will not incorporate any third party intellectual property into any Developments, goods or other deliverable provided hereunder without notifying and obtaining the prior written approval of Buyer. Seller hereby waives any and all moral rights, including the right to identification of authorship or limitation on subsequent modification, that Seller (or its employees) has or may have in any invention, materials, Development or other deliverables assigned to Buyer hereunder. Seller warrants that: (a) all of its employees or contractors who perform work for it hereunder will have entered into written agreements with Seller which ensure that the work they do is subject to the terms and conditions of this Section 16; and (b) it will not incorporate any Developments into goods or other deliverables to be provided to Buyer which contain intellectual property not assignable or licensable to Buyer as provided in this Section 16. Seller agrees that if in the course of providing the goods and/or services hereunder, Seller incorporates any Seller intellectual property into any Development, goods or other deliverable provided to Buyer, Buyer is hereby granted and shall have a nonexclusive, royalty free, perpetual, irrevocable, worldwide license, including the right to sublicense, under any such Seller intellectual to make, have made, use, import, prepare derivative works of, reproduce, have reproduced, perform, display, offer to sell, sell, or otherwise distribute such invention, improvement, development, concept, discovery, or other proprietary information as part of or in connection with such Development.

17. HAZARDOUS MATERIALS: If goods or any services provided hereunder include Hazardous Materials, Seller represents and warrants that Seller and its personnel providing services to Buyer have been properly trained and understand the nature of and hazards associated with the design and/or service of

such goods including handling, transportation, and use of such Hazardous Materials, as applicable to Seller. Prior to causing Hazardous Materials to be on Buyer's property, Seller shall obtain written approval from Buyer's Site Environmental/Health/Safety organization. Seller will be responsible for and indemnify Buyer from any liability resulting from the actions of Seller or its contractors in connection with: (a) providing such Hazardous Materials to Buyer; and/or (b) the use of such Hazardous Materials in providing services to Buyer. Seller will timely provide Buyer with material safety data sheets and any other documentation reasonably necessary to enable Buyer to comply with applicable laws and regulations. Seller hereby certifies that goods supplied to Buyer comply with all applicable requirements of Buyer's environmental and safety policies and procedures.

18. PRIVACY: If Buyer transmits any personal information to Seller, Seller warrants that Seller shall not transfer such personal information to any third party or use it for any purpose other than as described in this Order. If Seller obtains personal information in the course of performance of services for Buyer, Seller warrants that Seller shall not transfer such personal information to any third party or use it for any purpose other than as described in this Order. If Seller collects personal information on behalf of Buyer and Buyer has given notice to Seller that Buyer will use such personal information in order to contact the data subject, Seller shall submit personal information to Buyer only if the data subject has opted-in to receive information, either from Buyer, or from other companies or persons in general. Seller shall permanently delete all personal information within thirty (30) days after the personal information is no longer being actively used in fulfilling Seller's obligations to Buyer under this Order. Seller shall take all measures necessary to ensure the security of Seller's data.

19. RELATIONSHIP BETWEEN PARTIES: The relationship between the parties hereto is that of independent contractors. Nothing in this Order shall be construed as creating any partnership, joint venture, or agency between the parties.

20. NOTICES: All notices shall be in writing and deemed effective upon delivery: (a) in person; (b) by verified facsimile transmission; or (c) by registered mail, postage prepaid, return receipt requested, to the addresses set forth herein, as the same may be changed pursuant to this Section 20. Seller shall also send a copy of any notice to Buyer's general counsel at such address.

21. GOVERNING LAW; JURISDICTION. This Order shall be governed by the by the laws of the State of Utah, without giving effect to choice of law principles or to the 1980 United Nations Convention on Contracts for the International Sale of Goods. The parties agree that Utah courts have jurisdiction over them and this Order, that Salt Lake City, Utah is the appropriate place for venue of any litigation arising hereunder, and that all such litigation shall, to the extent possible, be conducted in Salt Lake City, Utah.

22. REMEDIES/NON-WAIVER: Buyer's remedies provided herein are cumulative and in addition to any other or further remedies provided by law or in equity. Any waiver of any kind by a party of a breach of this Order must be in writing, shall be effective only to the extent set forth in such writing and shall not operate or be construed as a waiver of any subsequent breach. Any delay or omission in exercising any right, power or remedy pursuant to a breach or default by a party shall not impair any right, power or remedy that either party may have with respect to that or any other future breach or default.

23. ATTORNEYS' FEES: The prevailing party to any legal action arising out of this Order shall be entitled to recover attorneys' fees and costs it incurred in bringing such action.

24. SAFETY COMPLIANCE AND NON-INTERFERENCE: If Seller performs any services on Buyer's premises, Seller shall: (a) comply with all of Buyer's safety and security regulations and all other pertinent safety regulations imposed by law; and (b) provide Buyer with evidence of insurance in accordance with the minimum limits required by Buyer. Seller and its employees, subcontractors and agents agree to comply with all directives of Buyer's supervisory personnel and further agree not to interfere with any of Buyer's operations. Non-compliance with the foregoing may, at Buyer's option, result in cancellation of this Order for cause.

25 FORCE MAJEURE: Buyer shall not be responsible, in any manner, for any failure or delay in the performance of any of its obligations hereunder caused by a strike, lockout or other industrial disturbance, act of public enemies, any government action, any civil or military action, insurrection, riot, landslide, hurricane, drought, fire, earthquake, explosion, flood, storm, act of God, or any other cause or event not reasonably within Buyer's control. Seller shall immediately notify Buyer in writing if its performance hereunder is delayed due to any such event and Buyer may either (a) extend time of performance, or (b) terminate the uncompleted portion of the Order at no cost to Buyer.

26. SEVERABILITY; HEADINGS: If it is determined by a court of competent jurisdiction as part of a final nonappealable ruling, government action or binding arbitration that any provision of this Order (or part thereof) is invalid, illegal, or otherwise unenforceable, such provision shall be enforced as nearly as possible in accordance with the stated intention of the parties, while the remainder of this Order shall remain in full force and effect and bind the parties according to its terms. To the extent any provision (or part thereof) cannot be enforced in accordance with the stated intentions of the parties, such provision (or part thereof) shall be deemed not to be a part of this Order; provided that in such event the parties shall use their best efforts to negotiate, in good faith, a substitute, valid and enforceable provision that most nearly effects the parties' intent in entering into this Order. Headings are inserted solely for convenience of reference, shall not constitute a part of this Order and shall not otherwise affect the interpretation hereof.

27. COMPLIANCE WITH LAWS: Seller shall comply with all national, state, and local laws and regulations governing the manufacture, transportation, import, export, and/or sale of goods and/or the performance of services in the course of this Order, including but not limited to Department of Commerce, including U. S. Export Administration regulations, Securities Exchange Commission, Environmental Protection Agency, Department of Transportation regulations applicable to Hazardous Materials, Federal Acquisition Regulations or their counter-part for other governmental agencies and the Foreign Corrupt Practices Act. Neither Seller nor any of its subsidiaries will export/re-export any technical data, process, product, or service, directly or indirectly (including the release of controlled technology to foreign nationals from controlled countries), to any country for which the United States government or any agency thereof requires an export license or other government approval without first obtaining such license. Seller shall comply with all applicable laws regarding non-discrimination in terms and conditions of employment, payment of minimum wage and legally mandated employee



benefits and compliance with mandated work hours. Seller shall comply with all applicable laws regarding employment of underage or child labor and shall not employ children under the age of 16. Seller represents and agrees that it is in compliance with Executive Order 11246 and implementing Equal Opportunity regulations, the Vietnam Era Veterans' Readjustment Assistance Act as amended by the Veterans Employment Opportunities Act of 1998 (to include Vietnam-era Veterans and other Veterans who served on active duty during a war or campaign or expedition for which a campaign badge has been authorized), and the Immigration Act of 1987, unless exempted or inapplicable. Seller agrees to fully comply with Buyer's Code of Conduct policy as set forth at [micron.com](http://micron.com). Upon request, Seller shall certify compliance with all such laws and regulations. In addition, Seller agrees not to provide foreign nationals from controlled countries as employees or contractors for work on any Buyer site.

28. ELECTRONIC TRANSACTIONS: Subject to the terms and conditions of this Section 28, the parties agree to accept electronic records and electronic signatures (as such terms are defined in the U.S. Electronic Signatures in Global and National Commerce Act) relating to transactions contemplated by this Order. In connection with system-to-system implementations: (a) the parties will implement the particular transaction sets and/or message specifications mutually agreed upon by the parties. Each party's implementation will comply with applicable standards (e.g., applicable ANSI standards or RosettaNet PIPs), except as otherwise mutually agreed; (b) where applicable standards require that the receiving party issue a notice to the other confirming message receipt, such notice will not constitute a binding acceptance or acknowledgement of anything more than mere receipt. In the event that any element of an applicable standard conflicts with a provision of this Order, the provision of this Order will control; (c) if a party has adopted an electronic identifier (e.g. a digital signature), the other party is entitled to rely on the authenticity of messages signed by or otherwise associated with such electronic identifier unless and until notified otherwise by the adopter; and, (d) either party may use a third party service provider in connection with e-business activities (e.g., to route or translate EDI or XML messages, or to host web based services). The party contracting with a service provider must require that such service provider (i) use information disclosed to or learned by such service provider in connection with providing services solely for the purpose of providing the applicable services, and (ii) not disclose such information to any third party. Either party may begin to use or may change a service provider upon reasonable prior written notice. Each party will be liable for the acts or omissions of its service provider in connection with activities contemplated by this Order.

29. SURVIVAL: Any provisions herein that by their nature extend beyond the expiration, termination or fulfillment of this order shall survive such expiration, termination or fulfillment, including, without limitation, Sections 3, 6, 9-11, 14-23, 26, 27 and 28.

IM Flash Technologies, LLC - January 6, 2006