VECTOR ENGINEERING SERVICES-CONSULTING TERMS AND CONDITIONS

1.0   The Project.

1.1   Engagement. Customer hereby engages Vector on the Project, and Vector accepts such engagement, to produce one or more Deliverables identified in a corresponding SOW, subject to the terms and conditions of this Agreement and corresponding SOW. Each SOW for the Project is hereby incorporated into and made a part of this Agreement for all purposes, and Vector agrees to each SOW and timeline set forth therein.

1.2   Change Orders. All change orders to the Project submitted by either Party shall be in the form of a new SOW marked "change order" ("Change Order"), which shall be submitted within a reasonable period of time prior to delivery of the Deliverable with the associating quote number for the Project included thereon. The Change Order shall include the details of the modification and any adjustments to the Deliverable, Project Fee, or Milestone. A Change Order submitted by a Party is subject to Change Order Approval by the other Party.

1.3   Training and Implementation. Vector shall provide Customer with training and implementation to the extent set forth in the SOW at such terms, locations, and milestones set forth in the SOW. Unless explicitly set forth in the SOW, Vector shall not be required to provide any training or implementation services before or after delivery of a Deliverable.

1.4   Acceptance Testing and Customer Acceptance.   During the Acceptance Period, the Acceptance Tests shall be performed as set forth in the SOW to determine whether the Deliverable substantially complies with the corresponding Specifications.   In the event that Customer elects to reject the Deliverable prior to Acceptance, Customer shall deliver a written notice of termination to Vector prior to expiration of the Acceptance Period and, unless Customer and Vector mutually agree in writing to correction of the Deliverable and/or extension of the Acceptance Period, the SOW related thereto shall be considered terminated pursuant to Section 5.0 of this Agreement.   Notwithstanding the previous sentence, if Customer rejects a Deliverable that substantially complies with the Specifications, such a rejection shall constitute a material breach of this Agreement.

1.5   Milestones. The Deliverable will be produced during the Term specified in the SOW by employees of Vector as required to meet the Milestones in the SOW. Such Term and Milestone shall automatically be extended for events of Force Majeure and excusable delays, such as delays resulting from (a) improper or incomplete specifications, (b) failed, failing, or defective Customer or Third Party Products or technology in which the Deliverable is embedded, or which is embedded in the Deliverable, (c) any other failing component; (d) a delay resulting from any Change Orders, (e) delays caused by suppliers to Vector; (f) power outages or data loss; or (g) any other circumstances beyond Vector's control that result in a delay in the Milestone, without penalty to Vector. Except for the foregoing automatic extension, Customer and Vector must mutually agree in writing to any other revisions or extensions to the Milestones, following good faith discussions regarding such revisions or extensions. If the extension for any Milestone exceeds ninety (90) days,

Vector and Customer shall evaluate the feasibility of continuing the Project set forth in the SOW as a whole or that portion of the Project set forth in the SOW.

2.0   Obligations of Customer.

2.1   Assistance and Access. Customer agrees to assist Vector in producing and testing the Deliverable as identified in the SOW. Customer will provide Vector with such access to Customer equipment, machinery, software, staff, and Customer IP as necessary for Vector to produce the Deliverable. Customer shall name an employee as the primary contact for Vector who is able to obtain information necessary to produce the Deliverable, and Customer will provide an employee to assist in producing the Deliverable as agreed by the parties.

2.2   Control over Deliverable after Customer Acceptance.   After Acceptance, Customer shall be responsible at all times for the supervision, management, and control of the Deliverable and any results obtained or derived from the Deliverable, including, without limitation, all responsibility for the proper condition, development, configuration, testing, integration, and operation of the Deliverable as well as all other activities related to Customer's use of the Deliverable.

3.0   Fees, Additional Costs, Payment Terms.

3.1   Project Fee. In consideration of Vector producing each Deliverable for Customer's use under license, Customer shall pay Vector the Project Fee in accordance with the schedule set forth in each SOW. The Project Fee is inclusive of all materials and labor to produce the Deliverables, but does not include Additional Costs, for which Customer shall separately reimburse Vector in accordance with Section 3.2.

3.2   Additional Costs. Customer agrees that it shall reimburse Vector for the following additional costs incurred by Vector in conjunction with its production of Deliverables: (a) reasonable shipping expenses, (b) reasonable travel expenses for any onsite support requested by Customer and agreed to by Vector, (c) sales taxes, use taxes, service taxes, value added or like taxes, or customs duties ("Additional Costs").

3.3   Payment Terms. Unless otherwise set forth in the SOW, Vector shall issue invoices to Customer upon Acceptance of each Deliverable as specified in Section 1.4 of this Agreement. Additional Costs may be invoiced separately when incurred. Unless otherwise set forth in the SOW, invoices shall be payable to Vector by Customer or its designated third-party purchasing agent within thirty (30) days of the date of invoice unless otherwise specified in writing by Vector. Customer will be responsible for any related sales, use, or value added taxes or duties and shall pay such taxes or duties directly to the taxing authorities in those jurisdictions in which it has a direct pay permit as set forth in the purchase order or will reimburse Vector for such taxes and duties in those jurisdictions in which Customer does not have a direct pay permit. In the event that Customer fails to pay Vector invoices in accordance with this Section 3.3, Vector may terminate this Agreement upon ten (10) days written notice to Customer.

4.0   Confidentiality.   Each Party shall use its

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reasonable good faith efforts not to disclose to others trade secrets and other confidential information of the other party during the term of this Agreement and for a period of five (5) years thereafter. The Deliverable, Specifications, Vector IP and Customer IP shall be deemed confidential information and shall not be disclosed, in whole or in part, to third parties except to the extent absolutely necessary for either party to perform its obligations under this Agreement. Neither party shall be obligated to keep confidential information which is or becomes a part of the public domain through no wrongful act or omission by such party, or is already known by such party, or is independently developed by a third-party or is disclosed under proper judicial or governmental process.

5.0   Term and Termination.

5.1   This Agreement shall commence on the Effective Date and shall continue until terminated as provided herein. An SOW shall commence on the SOW Effective Date set forth in the SOW and shall continue for the duration of the Term set forth in the SOW or as may be terminated earlier as provided herein.

5.2   Termination of an SOW Prior to Acceptance. Customer may terminate an SOW prior to Acceptance of the corresponding Deliverable upon delivery by Customer of a written notice of termination to Vector prior to Acceptance. Upon such termination of an SOW: (a) Customer, its employees, its affiliates, and contractors shall immediately cease using any Deliverable or portion of a Deliverable already provided to Customer, return the corresponding Deliverable and any other related Vector confidential information or otherwise provide Vector with satisfactory evidence of their destruction in the form of an affidavit; (b) any remaining unpaid Additional Costs, including but not limited to any time and materials that Vector had utilized to produce or partially produce the Deliverable (irrespective of Acceptance), shall become immediately due and payable to Vector; and (c) Vector shall refund to Customer the Project Fee, if paid and to the extent such amounts are in excess of any undisputed and disputed amounts due to Vector from Customer as of the SOW termination date.

5.3   Material Breach. Either Party may terminate this Agreement for a material breach by the other Party of the terms, conditions, and limitations of this Agreement or an SOW thirty (30) days after having delivered a prior written notice of breach and termination to the other party, which specifies the nature of the material breach. If such material breach is cured within thirty (30) days of receipt of the notice of breach and termination, this Agreement shall not terminate and shall continue in full force and effect. A "material breach," as referred to herein shall include, but not be limited to: (a) Customer's failure to pay the Invoice within thirty (30) days of the Invoice date; (b) any breach by Customer, its employees, its affiliates, or its contractors of Vector's intellectual property rights in Sections 7.3 or 7.4; (c) any breach by either party of its confidentiality obligations set forth in Section 4.0; (d) any breach by either party of its intellectual property warranty in Section 6.1; (e) Customer's failure to accept a Deliverable that substantially complies with the Specifications; and (f) Customer's failure to comply with its obligations in Section 2.2 of this Agreement.

5.4   Breach. If a breach by Customer fails to rise to the level of a material breach in Section 5.3, Customer shall be liable for all additional costs to Vector caused by the breach, including but not limited to any additional hourly rates of Vector employees.

5.5   Inability to Substantially Perform. In the event that Vector is unable to substantially produce any part of a Deliverable in accordance with the Specifications and Milestones set forth in the SOW, and such inability (i) is not primarily caused by any event of Force Majeure, (ii) is not due to an act or omission of Customer, and (iii) continues for thirty (30) days after the applicable stated Milestone, Customer shall have the right to terminate the applicable SOW and corresponding Deliverable effective upon written notice to Vector and, thereafter, Customer shall not be obligated to make any further payments, other than payments for such part of the Deliverable already rendered, and Vector is not obligated to continue the Deliverable or the development of the Deliverable. Customer termination of an SOW under this section does not automatically terminate any other SOW for the Project, and Vector and Customer shall continue producing any other Deliverable under the terms and conditions of this Agreement. If Vector is unable to substantially produce under this Section 5.5, Customer shall use its best efforts to purchase substitute goods and, in such case, Vector will not be liable for any difference between the cover price or market price for such goods and the price of the Deliverables under this Agreement.

5.6   Effect of Termination. Upon termination of this Agreement: (a) the SOW and any license or sublicense granted pursuant to this Agreement shall automatically and simultaneously terminate; (b) Customer, its employees, its affiliates, and its contractors shall immediately discontinue the use of any Deliverable and any other Vector confidential information and return all copies of the same to Vector or otherwise provide Vector with satisfactory evidence of their destruction in the form of an affidavit; (c) Customer shall immediately pay Vector remaining unpaid fees or Additional Costs shall become immediately due and payable to Vector; and (d) Customer shall immediately pay Vector for un-invoiced time expended by Vector on the Project through the termination date based on Vector's standard hourly rates.

5.7   Survival. Agreement Sections 2.2, 3.3, 5.7, 6.4, 7.0, 8.0, 9.0, and 10.0 shall survive the termination of the Agreement and termination of any license or sublicense granted under the Agreement and the SOW.

6.0   Limited Warranty and Warranty Disclaimer.

6.1   Intellectual Property Limited Warranty. Vector warrants that the execution of this Agreement and any Vector IP embedded in the Deliverable does infringe any third party IP or any agreements, rights or obligations existing between Vector and any third party. Customer warrants that the execution of this Agreement or any Customer IP or Specifications required, specified, or provided by Customer to Vector does not violate any third party IP or any agreements, rights or obligations existing between Customer and any third party.

6.2   Performance Warranty for Vector Software and Hardware. Vector warrants that the Vector Software, for a period of sixty (60) days after Acceptance, and the Vector Hardware, for a period of two (2) years after Acceptance ("Warranty Period"), shall operate substantially in accordance with the Specifications when the Software and the Hardware are installed and maintained correctly by Customer. Vector does not represent or warrant that the operation of the Software and Hardware will be uninterrupted or error free or conform to any reliability, performance or compatibility standards beyond this in the Specifications. If the Deliverable includes any Third Party Products, Vector agrees to convey and transfer to Customer whatever warranties that Customer may obtain, if any, to the extent legally possible.

6.3   Performance Warranty Remedy for Vector Software and Hardware. Vector shall comply with its warranty obligations under Section 6.2 solely in the manner provided in this Section 6.3. At no charge during the Warranty Period, Vector shall make and provide Customer with all revisions necessary to cause the Vector Software and/or Vector Hardware to operate in accordance with the corresponding Specifications, including the provision of a by-pass or temporary fix until such time a permanent revision can be provided. Vector shall be deemed to have complied with its performance warranty obligations under this Section 6.3 upon delivery of a revised version of the Vector Software and/or Vector Hardware to Customer.

6.4   LIMITATION OF WARRANTY AND DISCLAIMER. THE LIMITED WARRANTIES IN SECTIONS 6.1 AND 6.2 ARE EXCLUSIVE AND NO OTHER REPRESENTATION OR WARRANTY, WHETHER WRITTEN OR ORAL, IS EXPRESSED OR IMPLIED.   NOTWITHSTANDING SECTIONS 6.1 AND 6.2, VECTOR HEREBY DISCLAIMS ANY AND ALL WARRANTIES FOR DELIVERABLES THAT ARE TIME AND MATERIALS AND WHITE PAPER AND THE SAME ARE PROVIDED "AS-IS" WITHOUT ANY REPRESENTATIONS   AND   WARRANTIES. NOTWITHSTANDING   SECTIONS   6.1   AND   6.2, CUSTOMER ASSUMES THE ENTIRE RISK AS TO THE USE OF THE DELIVERABLE, AND ANY RESULTS GENERATED   THEREBY.   VECTOR   SPECIFICALLY DISCLAIMS   THE   IMPLIED   WARRANTIES   OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT AND ANY WARRANTY IN THE THIRD PARTY PRODUCTS. ANY WARRANTY FROM VECTOR, WHETHER GRANTED PURSUANT TO THIS   AGREEMENT, OR BY LAW, SHALL BE VOID IF THE DELIVERABLE IS MODIFIED AFTER ACCEPTANCE.

7.0   Delineation of Intellectual Property Rights.

7.1   Grant of License to Customer. Vector grants Customer and Customer accepts a nonexclusive, nontransferable, non-assignable license to use Vector IP embedded in the Deliverable solely for Customer's internal business purposes only, subject to Sections 7.3 and 7.4.

7.2   Grant of License to Vector. Customer hereby grants to Vector a non-exclusive and sublicenseable right and license to any Customer IP necessary to producing the Deliverable, solely for the purposes of enabling Vector to produce the Deliverable for the duration of the Project.

7.3   Ownership of IP. Vector shall retain any and all rights in and to the Vector IP, and Customer shall retain any and all rights in and to the Customer IP, and nothing set forth in the Agreement shall operate as a transfer or conveyance of such ownership rights. Customer shall not remove, modify, or destroy any proprietary markings of Vector, including, but not limited to, legends and notice of Vector's ownership and title to Vector IP placed upon or contained within the Deliverable, and to reproduce all such markings upon or within authorized copies of the Deliverable.

7.4   Reverse Engineering and Creation of Derivatives.   Customer shall neither reverse engineer, decrypt, disassemble, nor decompile the Deliverable or Vector IP without Vector's prior written consent, which shall be revocable at any time upon written notice to Customer. Customer shall neither make nor create Derivatives to the Deliverable and Vector IP without Vector's prior written consent, which shall be revocable at any time upon written notice to Customer. Customer agrees to notify and consult with Vector with respect to any proposed creation of any Derivatives to the Deliverable or Vector IP prior to Customer's creation of the same.   As additional consideration for the license granted pursuant to this Agreement, if Vector grants Customer prior written consent to make such Derivatives to the Deliverable or Vector Retained IP, then: (a) Customer shall promptly and fully disclose to Vector all such Derivatives created by Customer and (b) if a Derivative created by Customer may be considered for a patent, Vector shall have the option to apply for such patent in its name.

8.0   Limitation of Liability and Indemnification.

8.1   LIMITATION OF LIABILITY.   WITH   THE EXCEPTION OF LIABILITY FOR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, VECTOR SHALL NOT BE LIABLE   TO   CUSTOMER   PURSUANT   TO   THIS AGREEMENT FOR ANY AMOUNT REPRESENTING DIRECT DAMAGES IN EXCESS OF THE PROJECT FEES. VECTOR SHALL NOT BE LIABLE TO CUSTOMER PURSUANT TO THIS AGREEMENT FOR ANY AMOUNTS REPRESENTING   LOSS   OF   PROFIT,   LOSS   OF BUSINESS   OR   INDIRECT,   CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF CUSTOMER, INCLUDING COSTS OR DAMAGES RELATED TO PROGRAM DEVELOPMENT DELAYS, PRODUCTION STOPPAGES, PRODUCT RECALLS OR PRODUCT LIABILITY.   THE FOREGOING SHALL NOT LIMIT THE INDEMNIFICATION, DEFENSE AND HOLD HARMLESS OBLIGATIONS SET FORTH IN THIS AGREEMENT.

8.2   INDEMNIFICATION.   AS   AN   EXPRESS CONDITION   TO   INSTALLING   AND   USING   THE DELIVERABLE, CUSTOMER AGREES TO INDEMNIFY VECTOR AND ITS AFFILIATES FROM AND AGAINST ANY AND ALL THIRD PARTY CLAIMS AND DAMAGES INCURRED BY VECTOR, INCLUDING ATTORNEYS' FEES RELATED THERETO, THAT ARISE OR RESULT FROM AUTHORIZED OR UNAUTHORIZED USE OR MISUSE OR OPERATION OF THE DELIVERABLE BY CUSTOMER OR BY ANYONE TO WHOM CUSTOMER PROVIDED THE DELIVERABLE.

9.0   General Provisions.

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9.1   No Assignment. Customer may not assign any rights nor delegate any obligations under this Agreement without the prior written consent of Vector.

9.2   Notices. Any notices, requests, demands, or other communications required in this Agreement shall be in writing and shall be either personally delivered, sent by fax, or sent by registered mail, return-receipt requested. Unless amended as provided for herein, the following are the addresses and fax numbers for delivery/transmission of notices and other communications pursuant to this Agreement:

Vector Notices:

Vector CANtech, Inc.
Attn: Legal Administrator
39500 Orchard Hill Place, Suite 550
Novi, Michigan 48375 USA
Email: legal@vector-cantech.com
Fax: +1 (248) 449-9704

9.3   Waiver/Severability. Neither party's failure to exercise any of its rights under this Agreement shall constitute or be deemed a waiver or forfeiture of those rights. If any term or provision of this Agreement is held to be illegal or unenforceable, the validity or enforceability of the remainder of this Agreement shall not be affected.

9.4   Incorporation by Reference, Entire Agreement. The terms, conditions, and limitations of all SOWs (including those constituting Change Orders) are hereby incorporated into and made a part of this Agreement by reference as though fully set forth herein. This Agreement and the SOWs constitute the entire agreement between Vector and Customer and supersede any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of this Agreement or the SOWs. Except for those terms and conditions appearing on the face of a purchase order which have been specifically agreed upon between by Vector, Customer's additional or different terms and conditions (including those appearing on the reverse side of, or as an attachment to, a Customer purchase order) shall not apply and shall be null and void.

9.5   Applicable Law. This Agreement shall be governed by the laws of the State of Michigan without regard to its conflict of law provisions and excluding the United Nations Convention on Contracts for the International Sale of Goods.

9.6   Arbitration. Any dispute arising out of or related to this Agreement, or the breach thereof, which cannot be settled through negotiation within fifteen (15) days of the date of delivery of a Notice of Dispute by one party, shall be resolved by mediation administered by the American Arbitration Association ("AAA") governed by its Commercial Mediation Rules then in effect. If no resolution is reached after two (2) full days of mediation, then the dispute shall be settled by arbitration administered by the AAA governed by its Commercial Arbitration Rules then in effect. The venue for mediation and arbitration shall be in the Southfield, Michigan (or successor) office of the AAA. The arbitration shall be conducted by one neutral arbitrator (admitted to practice law in Michigan and experienced in intellectual property litigation) mutually agreed upon by the parties in writing, or in the event of no such agreement, one neutral arbitrator selected by the AAA.   The decision by the arbitrator (and/or award) shall be final and binding on the parties and judgment on the decision (and/or award) may be entered by any court having jurisdiction thereof; provided, however, that such decision shall not be binding unless rendered pursuant to a written reasoned opinion containing findings of fact and conclusions of law. All reasonable fees and expenses of the mediators and arbitrators, all reasonable fees and expenses of the lawyers, and any of the arbitration fees and/or court costs resulting from the arbitration and any related court proceedings will be allocated in proportion to each party's relative success.

10.0   Definitions.

"AAA" is defined in Section 9.6 of this Agreement.

 "Acceptance" means (a) acknowledgement by the Customer that the Deliverable substantially complies with the Specifications upon performance of the Acceptance Tests, (b) Customer's first commercial use of the Deliverable or (c) expiration of the Acceptance Period, whichever is earlier.

"Acceptance Period" means the thirty (30) day period after the delivery date of the Deliverable.

"Acceptance Tests" means the testing protocol set forth in the SOW and agreed upon by Vector and Customer which tests determine whether the Deliverable substantially complies with the Specifications.

"Acquired Vector Know-How" means the knowledge, faculty, skill, and expertise that Vector or its personnel gains as a result of the Project and creation of a Deliverable.

"Additional Costs" is defined in Section 3.2 of this Agreement.

"Change Order" is defined in Section 1.2 of this Agreement.

"Change Order Approval" means the approval by a party of the other party's Change Order, which approval shall not be unreasonably withheld.

"Created IP" means the IP created by Vector or its employees, or by Vector or its employees in conjunction with Customer or Customer employees, by reason of having produced a Deliverable, which includes Improvements on Deliverables, but excludes Pre-Existing Vector IP and Acquired Vector Know-How.

"Customer IP" means (a)(i) the non-exclusive license in the Created IP granted by Vector to Customer in Section 7.1 of this Agreement or (a)(ii) if specified in the SOW as owned by the Customer, the Created IP; and (b) any and all IP that is made available by Customer to Vector for the purposes of this Agreement and the accompanying one or more SOWs, that is embodied in printed or unprinted technical data, models, software, designs, drawings, diagrams, specifications, communication protocols, algorithms, architectures, source and object codes, test

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procedures, and all other technical information in whatever form, tangible or intangible, including all IP developed by, controlled by, acquired by or licensed to Customer prior to entering into this Agreement but excludes Vector IP.

"Deliverable" means the (a) Hardware; (b) Software; (c) White Paper; (d) and/or Time and Materials to be delivered hereunder pursuant to the SOW.

"Derivative" means any modification, including but not limited to any revisions, enhancements, error corrections, or bug fixes of or to a Deliverable.

"Force Majeure" means an event or circumstance beyond the control of the parties, such as a war, strike, riot, crime, and/or act of God (e.g., flooding, earthquake, or volcano).

"Hardware" means any equipment, electronics, cables, wires, microprocessors, circuit boards, controllers, microchips, magnetic media, optical media or firmware capable of using, transferring, modifying, executing, communicating with or storing the Software, that may contain Third Party Products.

"Improvements" means inventions, or claims to inventions, which constitute advancements or developments, whether or not patentable and whether or not the subject of any patent application, which are not sufficiently supported by the specification of a previously-filed patent or patent application, and that are made upon a Deliverable.

"IP" means all intellectual property rights, worldwide, both statutory and non-statutory protecting discoveries, inventions, ideas, concepts, techniques, improvements, works of authorship, derivatives, know-how, trade secrets, and other intellectual property of any kind, against unauthorized manufacture, use, sale, copying, distribution or importation by persons other than the owner or authorized user thereof, including, without limitation: (a) patent rights, patent registrations and applications for securing such rights; (b) designs, mask works, and applications for securing such rights; (c) copyrights, copyright registrations and applications for securing such rights; (d) trademarks, service marks, trade names or other designations of origin; and (e) all other rights available to prevent the unlawful use or disclosure of trade secrets and other confidential information.

"Milestone" or "Milestones" means the date by which Vector must deliver all or part of a Deliverable to Customer subject to any extension under Section 1.2 and 1.5.

"Pre-Existing Vector IP" means any and all IP registered by, developed by, controlled by, acquired by or licensed to Vector, including trademarks and trade names, embodied in printed or unprinted technical data, models, software, designs, drawings, diagrams, specifications, communication protocols, algorithms, architectures, source and object codes, test procedures, and all other technical information in whatever form, tangible or intangible, including, but not limited to: (a) embedded automotive software (including embedded automotive software components for network operating strategies (e.g., CAN, FNOS, GMLAN, DCNET, DBKOM, J1939, LIN, MOST, FlexRay, TTCAN, CCP, XCP, K-line, KWP2000, CANopen, ISO11783 etc.); (b) operating system implementations (e.g., OSEK operating system,

etc.); (c) small area network analysis, configuration, validation and testing tools (e.g., CANalyzer, CANoe, and CANape, etc.); (d) PLM tools (eASEE); and (e) any know-how existing before the effective date of this Agreement of Vector or its employees.

"Project" means the collective production by Vector for Customer of one or more Deliverables, with each Deliverable set forth in a separate SOW.

"Project Fees" means those fees for the Deliverable set forth in the SOW.

"Software" means one or more programs capable of operating on Hardware, including all machine readable instructions, without regard to whether such instructions are compiled, and all data and configuration information, or files, used or created by the instructions, that may contain Third Party Products.

"SOW" means each Statement of Work, including any and all Change Orders, executed by Customer and Vector describing the Project and each Deliverable and setting forth the Project Fees and Milestones.

"Specifications" means the specifications for each Deliverable wholly contained in the SOW as may be amended by any subsequent Change Order, to the exclusion of any other specifications contained in any other document of Customer or Vector.

"Third Party Products" means Software, Hardware, or other products/supplies not developed by Vector but provided by a third party used with or embedded within (or specified for use or embedding within) a Deliverable, whether selected, specified or offered by Vector or the Customer; the foregoing shall not be considered Vector Software or Vector Hardware.

"Time and Materials" consists of support, education, travel, development tools and training provided onsite at Vector or a Customer location.

"Vector Hardware" means any Hardware developed by Vector, which by implication excludes Third Party Products incorporated therein or used in conjunction therewith.

"Vector IP" means (a) Pre-Existing Vector IP; (b) Created IP (unless specified in the SOW as owned by the Customer); and (c) Acquired Vector Know-How, as well as any Derivatives of or Improvements to the foregoing, no matter who the author or inventor, but excluding Customer IP.

"Vector Software" means any Software developed by Vector, which by implication excludes Third Party Products incorporated therein or used in conjunction therewith.

"Warranty Period" is defined in Section 6.2 of this Agreement.

"White Paper" means reports, studies, tests, specifications, and other documents created in a written format as a distinct Project unto itself.

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