

RT ENGINEERING CORPORATION
Automation Equipment & Machinery
Terms and Conditions

The following agreed upon terms and conditions ("Agreement") as of this _____, 2015 (the "Effective Date") by and between RT Engineering Corporation, a corporation organized under the laws of the Commonwealth of Massachusetts and having its principal place of business at 1 Kenwood Circle, Franklin, Massachusetts 02038 ("RT Engineering"), and _____ ("Customer"), a corporation organized and existing under the laws of _____ and having its principal place of business at _____.

This Agreement applies to any orders submitted by Customer in response to any Proposal from RT Engineering. Any additional or differing terms and conditions on Customer's Purchase Order do not apply unless expressly agreed to in writing by RT Engineering, signed by the President. A standard RT Engineering Order Confirmation Form will not be considered to be such a writing. If RT Engineering does expressly agree in writing, the writing applies only to the order that it references.

In consideration of the mutual covenants contained in this Agreement, RT Engineering and Customer agree as follows:

1. DEFINITIONS: The following definitions shall apply to this Agreement.

(a) "RT Engineering Documentation" shall mean the operation and maintenance manual, diagrams, documents for installation and start-up, spare parts list, and any other documents customarily provided by RT Engineering with the RT Engineering Products.

(b) "RT Engineering Equipment" shall mean a hardware device manufactured by RT Engineering that supports only one (1) user of the RT Engineering Software, per license, at any given time, a subassembly of such device, or a spare part for such device.

(c) "RT Engineering Products" and "Work Products" shall mean all products manufactured by RT Engineering, including RT Engineering Equipment, RT Engineering Software and any related RT Engineering Documentation and services.

(d) "Product" shall mean the _____ supplied by RT Engineering.

(e) "Proposal" shall mean any written estimate of prices, costs and/or fees submitted by RT Engineering in response to a Customer query.

(f) "Seller" shall mean RT Engineering.

(g) "System" means the control systems that consist of RT Engineering Equipment or Third Party Equipment and RT Engineering Software or Third Party Software; the precise type and quantity of which, that are subject to this Agreement, are set forth on the quotation accompanying this Agreement.

(h) "Third Party" means a party other than RT Engineering, herein also called the "Licensor".

(i) "Third Party Documentation" shall mean the operation and maintenance manual, diagrams, documents for installation and start-up and any other documents customarily provided by a Third Party for distribution with the Third Party Products.

(j) "Third Party Equipment" shall mean a hardware device manufactured by a Third Party.

(k) "Third Party Products" shall mean all products manufactured by a Third Party and distributed by

RT Engineering, including Third Party Equipment, Third Party Software and any related Third Party Documentation.

(l) "Third Party Software" shall mean Third Party proprietary computer software programs and firmware, in machine readable object code form only, intended to be used solely on and with the Third Party Equipment supplied or designated by RT Engineering hereunder.

2. SALE OF PRODUCT

- (a) Subject to the terms and conditions of this Agreement, RT Engineering hereby agrees to sell to Customer and Customer hereby agrees to purchase the Product.

3. ORDER ACKNOWLEDGEMENT FORMS AND CANCELLATION

(a) General

The sales contract for the Product between RT Engineering and Customer shall be made by means of Customer placing a firm written order and RT Engineering acknowledging an acceptance thereto in writing through an Order Acknowledgement Form. No order will be binding on RT Engineering or Customer until so confirmed.

(b) Cancellation

In the event of cancellation by Customer of all or any portion of the Product to be supplied under this Agreement, Customer shall be responsible for paying Seller all of Seller's costs (the "Project Costs") incurred in the design and manufacture of the Product since the last milestone payment made by Customer. Such Project Costs include but are not limited to: (1) all reasonable and customary engineering and other personnel time incurred through the date of receipt of cancellation notification and any additional time required to wind the design and manufacture down, up to a maximum of five (5) days; (2) material costs incurred through the date of receipt of cancellation notification, including costs incurred under non-cancelable purchase order commitments, and any cancellation charges incurred by Seller in stopping the delivery of materials; and (3) other reasonable costs or expenses incurred by Seller as a result of Customer's cancellation. Seller shall use best efforts to mitigate or avoid Project Costs. All such Project Costs will be billed by Seller to Customer at Seller's then current billing rates.

(c) Ownership

Upon full payment by Customer of all undisputed amounts invoiced by Seller for services provided under this Agreement, Seller agrees to deliver the Product to Customer and transfer title of the Product to Customer. Should Seller be required to install the Product at Customer's site, Customer will be obligated to pay for such installation unless covered in the quote for the Product. Seller also agrees to license any technology to Customer as set forth under the section describing Intellectual Property Rights. Customer will be required to execute a separate license agreement covering the use of such intellectual property, acknowledging Seller's ownership interest.

In the event of any cancellation by Customer where Customer pays Seller anything less than 100% of all amounts invoiced to Customer by Seller under this Agreement, Seller shall be under no obligation to deliver the Product to Customer or provide licenses as described in this paragraph. In such case of less than 100% payment, Seller shall retain title to the Product.

If the Customer refuses to allow RT Engineering access to the System, or to System components, to facilitate repairs or to complete the required work, then upon thirty (30) days written notice to Customer, RT Engineering may consider the project cancelled and cancellation terms enforced. In such event, Customer shall be responsible for payment of all Project Costs as set forth above.

4. PRICE

The prices in any Proposal submitted by RT Engineering are valid for 30 days from the date thereof. Otherwise, prices are subject to change without notice. RT Engineering will retain a security interest in the Product until the purchase price is paid in full. Customer will execute such further documentation as RT Engineering reasonably requests in order to carry out the intent of the previous sentence.

5. TERMS OF PAYMENT

(a) The payment schedule for the Project will be linked to associated Project milestones. The following milestone schedule will be followed unless otherwise specified in quotation document:

- 40% due with placement of order;
- 50% prior to shipment; and
- 10% net 45 days after shipment of the Product.

(b) All amounts which are outstanding and unpaid for more than 30 days will be subject to a late charge at the rate of one and one-half percent (1.5%) per month (or at the highest permitted by law, whichever is less). Seller shall have no legal obligation to ship the Product to Customer, unless Customer is current on paying all outstanding invoices rendered by Seller.

(c) All taxes on the transactions under this Agreement (excluding income taxes or other taxes imposed upon RT Engineering and measured by the gross or net income of RT Engineering) are the responsibility of Customer.

(d) Changes in scope will be documented using RT Engineering's Engineering Change Notice procedures. All accepted changes in scope will be covered with a modification to the project purchase order or a separate purchase order.

(e) The method of payment for orders over \$ 150,000 shall be by certified check or wire transfer.

(f) At the conclusion of any milestone review point or acceptance test, if the milestone criteria/acceptance test criteria are met, Customer shall sign an acceptance test certificate, acknowledging that the Product meets the specified milestone criteria. If this letter is not received within 5 business days from the milestone review meeting, then milestone shall be deemed rejected by the Customer.

(g) Excluding a Customer cancellation, payment of anything less than 100% of all amounts invoiced or owed to Seller by Customer under this Agreement shall give Seller the following rights in addition to all other rights granted to Seller under this Agreement or by law: (1) Seller may retain possession of the Product, or, if at customer's site, take possession of the Product with or without court order, or (2) Seller may allow Customer to retain possession of and title to Product but may void its warranty obligations. Failure to make agreed upon milestone payments within 10 days of the due date shall give Seller the following rights in addition to all other rights granted to Seller under this Agreement or by law: (1) Seller will allow Customer to retain possession of and title to Product but may void its warranty obligations.

6. DELIVERY, DELAY, CHANGES IN SCOPE, CUSTOMER RESPONSIBILITY

(a) **Delivery**

Shipping terms are FOB Franklin, Massachusetts. Delivery shall be deemed to occur at the FOB point. In addition, title (except for Software) and risk of loss shall pass at the FOB point. Special packaging requirements requested by Customer will be at Customer's expense. Customer will pay all charges for transportation and insurance. Unless notified in writing by Customer, Seller will make all arrangements for transportation and insurance and invoice the Customer. Customer will be named sole beneficiary of insurance and in the event of loss, will be responsible

for reconciliation.

(b) Order Acceptance and Delivery Schedule

Upon receipt of a hard copy purchase order and initial project payment from the Customer, Seller will review the details of the order to ensure that they are in accordance with the terms and conditions stated within this document. If there are discrepancies between the Customer PO and the RT Engineering proposal and Terms and Conditions, the Seller's contracts administrator will contact the Customer to resolve the outstanding issues. Upon agreement on the scope and terms and conditions for the project between Seller and the Customer, Seller will issue a written (letter, fax, or email) order acceptance document.

The product delivery schedule is defined as the period of time starting from the Seller official order acceptance to the commencement of the FAT milestone which shall be no longer than the length of time in the final customer quotation. Seller will issue an updated schedule based upon current resource loading and availability at time of order acceptance. This updated schedule may differ from the estimated schedule presented in the proposal based upon the actual order acceptance date and the current resource availability at that date. Seller shall use reasonable commercial efforts to fill all orders promptly upon issuance of the Order Acknowledgement Form therefor.

(c) Delay

(i) Delays Due to Customer Modification and Supplier Delay

Seller reserves the right to modify the scheduled delivery of Product based upon changes in scope, delays in Customer response, delays due to Customer scheduling conflicts, and delays resulting from Seller's suppliers which were beyond the control of Seller.

(ii) RT Engineering's Limitation of Liability for Delay

IN NO EVENT SHALL SELLER BE RESPONSIBLE FOR SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES RESULTING FROM A DELAY IN SHIPMENT.

(d) Project Changes in Scope

The pricing is based on the descriptions included in the associated proposal or quote. These items are meant to define the system and/or project scope and to confirm understanding between Seller and Customer. Subsequent additions and/or deletions to the system and/or project scope after the purchase order is accepted will be handled using Engineering Change Notices (ECNs). ECNs will only be implemented after agreement in writing between Seller and Customer. Changes to the scope of work may affect pricing of the system and/or the system delivery schedule. All accepted changes in scope will be covered with a modification to the project purchase order or a separate purchase order to reflect any revisions to the project pricing.

(e) Customer Responsibility

Customer shall assign a contact that will be responsible for interfacing with Seller, answering questions, and promptly obtaining information and samples when required. Delays in response to Seller requests will result in delays in the delivery of the Product.

Customer will be responsible for providing engineering drawings and sample parts during the design, debug, and testing phases of the project. Sample parts and documentation furnished will need to be a true and complete representation of the product to be processed with the Seller's equipment. Typical parts and tolerances or variations of the parts need to be identified. This will ensure that the Product is designed to accommodate the variances from part to part and to include the control features required to automatically sequence through all routine operating conditions. A sufficient quantity of samples will be required at various stages during equipment development and testing. Samples shall meet all process and product specifications. Customer

will be responsible for coordination of sample production. Customer may be required to supply an operator to assist in the acceptance testing phase at Seller's.

Customer shall also provide process and product specifications. Specifically, dimensional tolerances of each product shall be provided along with all process specifications which will in any manner effect the performance of the Seller's equipment. This is intended to provide proper design constraints for product/process variation and thus improve the performance of the equipment provided. If possible, such documentation shall be provided electronically.

Customer shall provide engineering drawings, manuals, and specifications of all equipment, designs or software which will be integrated with the Seller's equipment. Any equipment, designs, or software provided by Customer for integration with the Seller's equipment is the responsibility of the customer, and must be provided in a working and fully debugged state. The equipment, designs, or software must also be provided at the time specified by the master project schedule outlined by Seller.

Failure on the part of Customer to meet any of its responsibilities may lead to delays in RT Engineering's performance or Seller's inability to perform, for which RT Engineering will not be responsible.

All information provided by Customer, including without limitation: engineering drawings, process and product specifications, sample parts and products are provided subject to the terms and conditions of the Confidentiality Agreement signed by and between the parties with an Effective Date of _____, _____.

(f) Non-conformity of Product

Seller reserves the right to cure, by repair or replacement, any defects in the Product within a reasonable time after receiving written notice of such defects from the Customer. Customer has thirty (30) days following delivery of Product hereunder to give Seller written notice of any claimed defect in such Product (other than latent defects not discovered by Customer).

Customer must provide access to the system (as determined by Seller) and a sufficient quantity of parts to run on the Product to fix any stated problems. Customer agrees that such notice period is reasonable.

7. FACTORY ACCEPTANCE TESTING

- (a)** Upon completion of the Product, Customer site acceptance testing and final sign-off will be performed at Customer' site. Factory Acceptance Testing (FAT) will occur directly after Seller's internal debug/testing such that any necessary corrections to the machinery may be made prior to leaving the Seller's facility. Customer must provide a written sign-off verifying the Product acceptance prior to shipment of the Product.

FAT is expected to consist of proper electrical and mechanical operation of components. Seller and Customer will jointly develop a FAT Specifications during the initial engineering design phase. Seller will be responsible for and make modifications related to errors in workmanship. Machine/Process modifications that require additional equipment and/or additional time may require additional funding and time to complete.

Sufficient Customer samples/materials will be required to perform the system debug and acceptance and are the responsibility of the Customer to provide these per the Seller's required project schedule. Customer may be required to supply operations personnel for FAT.

Testing to standards such as CE, UL, Various Medical, and CSA Standards and software validation are available upon request but may require and additional cost.

If an acceptance test is required at the Customer's site after delivery and installation of the Product, the testing requirements will be identical to that of the FAT. The Site Acceptance Testing (SAT) must be performed within (5) five business days after installation and start up by Seller. If the Customer does not allow for testing to be performed in this timeframe, for any reason, including but not limited to lack of resources and/or lack of product to run on the system, the

system acceptance will be automatically granted and 100% of the project payments will become due. Furthermore, if the system is used to make product that is commercially sold or inventoried by the customer, the system acceptance will be automatically granted and 100% of the project payments will become due.

8. WARRANTY AND SERVICES

(a) Warranty

Seller shall warrant that the Seller's Product is free from defects caused by faulty materials or poor workmanship by Seller for the period of twelve (12) months from the date of FAT Acceptance by the Customer. If any such defects are found in the Seller Product by Customer and determined by Seller to be covered by this warranty), and reported to Seller in writing, during the warranty period, Seller shall provide Customer with the services described below, at no charge. The Warranty Services shall only be provided during Seller's local normal business hours. If possible, the Customer will remove the defective part so covered by the warranty from the system and ship it to Seller for repair. Seller will return the repaired part within a reasonably agreed upon timeframe, no longer than five (5) business days, for reinstallation by the Customer. Should Seller deem it necessary, Seller will provide the Warranty Services at Customer's site and at no charge for parts, labor or travel. Failure to make payment on any project milestone within ten (10) days of the due date of such payment shall result in the forfeiture of all warranty obligations of Seller.

The warranty above shall not apply to any Seller Product which was: (a) repaired or altered other than by Seller or its authorized or approved service personnel; (b) subjected to physical or electrical or other environmental abuse or misuse, including, without limitation, improper storage or installation which is not in accordance with Seller's specifications; or (c) operated in any manner inconsistent with the applicable Seller instructions for use. Corrective services of any nature required from Seller, or its representatives, for the Seller Product due to inadequate or inaccurate information supplied by Customer, changes in Customer's business requirements, or any of the conditions listed in the previous sentence, are not included as part of the Seller obligations or warranties, and will be provided, depending on available resources, at Seller's then current rates. Seller's obligation under any warranty does not include, and Seller shall not have any liability for, any work required to restore or rebuild files or other data or material destroyed due to Product malfunction.

Seller does not warrant and is not responsible for any Third Party Products or services. Customer's sole and exclusive rights and remedies with respect to any such Third Party Products or services are against Third Party and not against Seller. However, to the extent permitted by Seller's agreement with Third Party, Seller shall assign to Customer any Third Party repair warranties applicable to the Third Party Products.

THE FOREGOING WARRANTIES ABOVE ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES NOT EXPRESSLY SET FORTH HEREIN, WHETHER EXPRESSED OR IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Seller's liability hereunder in any case is expressly limited to the replacement and installation of components or subcomponents of the Seller Product not complying with this Agreement or at Seller's election, to the repayment of, or crediting Customer with, an amount equal to the amounts received by Seller for such Seller Product, whether such liability is for breach of warranty or negligence. All replaced parts will become the property of Seller or its representative on an exchange basis.

(b) **Installation and Training**

Seller will provide operator training during the debug and acceptance testing phases of the project, at the Seller facility. The cost for this training is provided in the project pricing unless otherwise noted. Seller will perform on-site training on a time and materials basis. Charges for on-site training are in addition to the quoted price of the Product or service, unless otherwise specified within the purchasing agreement. If purchased by Customer, Seller shall provide installation assistance and training only to the extent expressly provided herein, or in a statement of work referencing this Agreement. Except as expressly provided, site preparation and rigging and installation are the sole responsibilities of the Customer. Seller does not accept responsibility for the connection of the Product to non-Seller Customer products. Should Customer connect or request Seller to connect the Product to any non-Seller Customer products, Seller shall have no liability for any malfunction or damage which may result.

(c) **Post-Warranty Services**

For the

Product, Post-Warranty services provided to Customer by Seller shall be provided in accordance with Seller's then-applicable Terms and Conditions of Field Labor Services. For Third Party Products, Post-Warranty services provided to Customer shall be provided by Third Party, and shall be provided in accordance with the then-applicable Third Party service agreement. If Seller is tasked with replacement or repair of Third Party Products, Seller will bill Customer for these services at Seller's- then-applicable Field Labor Services Rates.

9. LIMITATIONS ON LIABILITY

IN NO EVENT SHALL SELLER BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES. SELLER'S LIABILITY ARISING OUT OF THE MANUFACTURE, SALE OR SUPPLYING OF THE PRODUCT OR ITS USE OR DISPOSITION, WHETHER BASED UPON WARRANTY, CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED THE ACTUAL PURCHASE PRICE PAID BY CUSTOMER FOR SUCH PRODUCT.

10. CHANGES AND DISCONTINUANCE

Seller shall not incur any liability or any obligation to provide changes or improvements on Product previously purchased or sold by Customer.

11. SOFTWARE LICENSES

The terms and conditions set forth in Exhibit A, attached hereto and made a part hereof, are applicable in the event that Customer is licensing RT Engineering Software under this Agreement. The terms and conditions in Exhibit A are intended to supplement, and not replace, the terms and conditions in the rest of this Agreement. In the event of a conflict between the terms and conditions of Exhibit A and the other provisions of this Agreement, the terms and conditions of Exhibit A shall prevail.

The terms and conditions of a Third Party Software License Agreement, between Third Party and Customer, are applicable in the event that Customer is purchasing Third Party Software Licenses under this Agreement. The terms and conditions of such Third Party Software License Agreement are intended to supplement, and not replace, the terms and conditions in the rest of this Agreement. In the event of a conflict between the terms and conditions of the Third Party Software License Agreement and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail.

12. COMPLIANCE WITH EXPORT LAWS

(a) Customer hereby agrees: (i) to comply with such decrees, statutes, rules and regulations of the government of the United States and agencies or instrumentalities thereof that may govern the use of the Product; (ii) to maintain the necessary records to comply with such decrees, statutes, rules and regulations; (iii) not to export the Product except in compliance with such decrees, statutes, rules and regulations; (v) not to sell, transfer or otherwise dispose of the Products in violation of the export laws of the United States.

- (b) Customer hereby expressly acknowledges that the technical data contained in the Product may be subject to export controls of the United States and agrees that such technical data will be transferred, directly or indirectly, to any destination contrary to the requirements of the law of the United States, including but not limited to the terms of any export license.

13. SURVIVAL CLAUSES

The following provisions will survive the expiration or termination of the transaction contained in this Quote: Article 1 (Definitions), Article 2 (Sale or Product), Article 5 (Terms of Payment), Article 7 (Factory Acceptance Testing and), Article 8 (Warranty and Services), Article 9 (Limitations on Liability), Article 11 (Software Licenses), Article 12 (Compliance with Export Laws), Article 13 (Survival Clauses), Article 14 (Governing Law), Article 15 (Arbitration), Article 16 (Force Majeure), , Article 18 (Miscellaneous), and Exhibit A (Software Licensing Terms and Conditions).

14. GOVERNING LAW

This Agreement shall, in all respects, be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, U.S.A, excluding its conflicts of laws principles.

15. ARBITRATION

All disputes arising out of or relating to this Agreement shall be finally resolved by arbitration conducted in the English language in Boston Massachusetts, U.S.A. under the commercial arbitration rules of the United Nations Commission on International Trade Law. Each party shall appoint an arbitrator and the two (2) arbitrators so appointed shall jointly appoint a third arbitrator. Both parties shall bear equally the cost of the arbitration. All decisions of the arbitrators shall be final and binding on both parties and enforceable in any court of competent jurisdiction. Notwithstanding this, application may be made to any court for a judicial acceptance of the award or order of enforcement.

16. FORCE MAJEURE

Neither party hereto shall be liable for default of any obligation hereunder (other than payment obligations) if such default results from the force majeure which includes, without limitation, governmental acts or directives; strikes; acts of God; war; insurrection, riot or civil commotion; fires, flooding or water damage; explosions, embargoes, whether of the kind herein enumerated or otherwise, which are not within the reasonable control of the party affected.

17. MISCELLANEOUS

(a) Entire Agreement

This Agreement constitutes the entire agreement between the parties with regard to the matters dealt with herein, and supersedes all prior representations, negotiations, understandings and agreements, oral or written, between the parties with respect thereto.

(b) Assignment

Except for the right of either party to assign its rights and obligations hereunder to a related company or in connection with the sale of all or substantially all of its assets, neither party may assign its rights hereunder. The Agreement will be binding on the parties and their successors, heirs and permitted assigns.

(c) Waiver

The failure of Customer or Seller to enforce any of the terms or conditions of this Agreement shall not be deemed a waiver of any right to enforce any terms and conditions of this Agreement.

(d) Severability

In case any one or more of the provisions, or portions of provisions, of this Agreement shall be deemed by any governmental authority to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions, or portions of provisions, contained herein shall not be in any way affected or impaired thereby.

(e) Relationship of Parties

The parties hereto agree that Customer is not an agent or employee of RT Engineering. Customer has no expressed or implied authorization to incur any obligation or in any manner otherwise make any commitments on behalf of RT Engineering.

(f) Government Approvals

It is the responsibility of Customer to obtain, at its own expense, any non-United States government consents, authorizations, approvals, filings, permits or licenses required for each of it or RT Engineering to exercise its rights and to discharge its obligations under this Agreement.

(g) Use of Name

Neither party shall use the name of the other for advertising or any other purpose without the prior written approval of the other party.

I have read and agree to the terms and conditions as set forth above.

[NAME OF CUSTOMER]

RT ENGINEERING CORPORATION

Name:
Title:

By: _____
Chad Blair,
President

Date

Date

EXHIBIT A - SOFTWARE LICENSING TERMS AND CONDITIONS

1. General. The following terms and conditions are applicable in the event that Customer is licensing RT Engineering Software under this Agreement, and are intended to supplement, and not replace, the terms and conditions in the remainder of this Agreement. In the event of a conflict between the terms and conditions of this Exhibit A and the terms and conditions in the remainder of this Agreement, the terms and conditions of this Exhibit A shall prevail.
2. License. The grant to Customer of rights to the RT Engineering Software embedded in the Product which Customer purchases from Seller hereunder is a fully paid, non-exclusive, royalty-free, perpetual license to use such RT Engineering Software in the operation of the Product. Customer may use the RT Engineering Software only in machine readable form. A separate license is required for each item of RT Engineering Equipment on which a copy of the RT Engineering Software will be used. Customer shall not sell, assign, transfer, copy or sublicense such RT Engineering Software, provided that a single copy may be made for archival and systems recovery purposes. Customer must reproduce and include the original copyright notice and other proprietary notices on any copy, in whole or in part, made of the RT Engineering Software programs and related documentation.
3. Warranties. The Warranties described in Article 7 of the Agreement shall only apply to the current release of the RT Engineering Software and shall not apply to any custom RT Engineering Software or Customer specific changes to the RT Engineering Software.
4. Confidentiality. The RT Engineering Software is valuable to Seller and shall be treated as confidential information of Seller. The ideas and the expressions thereof contained in the RT Engineering Software are confidential and proprietary information and trade secrets of Seller and/or its licensors that are disclosed to Customer in confidence. Customer shall not cause or permit reverse engineering, disassembly or decompilation of the RT Engineering Software or disclosure, copying, display, loan, publication, transfer of possession (whether by sale, exchange, gift, operation of law or otherwise) or other dissemination of the RT Engineering Software, in whole or in part, to any third party without prior written consent of Seller. Customer shall not modify, enhance or otherwise change or supplement the RT Engineering Software. Customer shall limit use of and access to the RT Engineering Software to such of Customer's employees as are directly involved in the utilization of the RT Engineering Software and who are bound in writing to preserve the confidentiality thereof. Customer shall take all reasonable steps to safeguard the RT Engineering Software and to ensure that no unauthorized persons have access to the RT Engineering Software, and to ensure that no persons authorized to have such access shall take any action which would be in violation of this Agreement if taken by Customer. Customer shall promptly report to Seller any actual or suspected violation of this Paragraph and shall take further steps as may reasonably be requested by Seller to prevent or remedy any such violation. The foregoing confidentiality provisions shall supplement but in no way supersede there provisions of the Confidentiality Agreement signed by and between the parties with an Effective Date of _____, _____.
5. Modifications by Seller. It is understood and agreed by Customer that the RT Engineering Software, and any enhancements thereto, including without limitation, shall be and remain the sole and exclusive property of Seller and/or its licensors, subject to the use thereof by Customer only under the terms of this Agreement.
6. Termination. The licenses granted under this Agreement shall remain in effect until (i) Seller terminates the licenses by reason of Customer's breach of any of the terms or conditions of this Agreement and its failure to cure such breach in accordance with the provisions of this Agreement, or (ii) Customer terminates the licenses in writing. Upon termination of this Agreement, Customer shall forthwith destroy all copies of the RT Engineering Software at Seller's instruction and shall certify in writing by an officer of Customer that all copies and systems recovery copies thereof have been destroyed and/or deleted from Customer's computer libraries or storage facilities and are no longer in use.
7. Customer's obligations under this Agreement shall survive expiration or termination of this Agreement.