**Vendor Contract**

**Rights and Remedies:**

* Recipient shall notify the Company immediately upon discovery of any unauthorized use or disclosure of Confidential Information or Confidential Materials, or any other breach of this Agreement by Recipient, and will cooperate with the Company in every reasonable way to help the Company regain possession of the Confidential Information and/or Confidential Materials and prevent further unauthorized use or disclosure.
* Recipient shall return all originals, copies, reproductions and summaries of Confidential Information and/or Confidential Materials then in Recipient's possession or control at the Company's request or, at the Company's option, certify destruction of the same.
* Recipient acknowledges that monetary damages may not be a sufficient remedy for damages resulting from the unauthorized disclosure of Confidential Information and that the Company shall be entitled, without waiving any other rights or remedies, to seek such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.
* The Company may visit Recipient's premises, with reasonable prior notice and during normal business hours, to review Recipient's compliance with the terms of this Agreement.

**Miscellaneous:**

* All Confidential Information and Confidential Materials are and shall remain the sole and exclusive property of the Company. By disclosing information to Recipient, the Company does not grant any express or implied right to Recipient to or under the Company patents, copyrights, trademarks, or trade secret information.
* All Confidential Information and Materials are provided "AS IS" and the Company makes no warranty regarding the accuracy or reliability of such information or materials. The Company does not warrant that it will release any product concerning which information has been disclosed as a part of the Confidential Information or Confidential Materials. The Company will not be liable for any expenses or losses incurred or any action undertaken by the Recipient as a result of the receipt of Confidential Information or Confidential Materials. The entire risk arising out of the use of the Confidential Information and Confidential Materials remains with the Recipient.
* Recipient agrees that it shall adhere to all U.S. Export Administration laws and regulations and shall not export or re-export any technical data or products received from the Company or the direct product of such technical data to any proscribed country listed in the U.S. Export Administration Regulations unless properly authorized by both the Company and the U.S. Government.
* This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequent to the date of this Agreement and signed by both parties.
* None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of the Company, its agents, or employees but only by an instrument in writing signed by an authorized officer of the Company. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion. Failure of either party to enforce any provision of this Agreement shall not constitute waiver of such provision or any other provisions of this Agreement.
* If any action at law or in equity is necessary to enforce or interpret the rights arising out of or relating to this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which it may be entitled.
* This Agreement shall be construed and governed by the laws of the State of Illinois, and both parties further consent to jurisdiction by the state and federal courts sitting in the State of Illinois.
* If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect. Should any of the obligations of this Agreement be found illegal or unenforceable as being too broad with respect to the duration, scope or subject matter thereof, such obligations shall be deemed and construed to be reduced to the maximum duration, scope or subject matter allowable by law.

All obligations created by this Agreement shall survive change or termination of the parties' business relationship.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives as of the date first set forth above.

**Company Name:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Address:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Title:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Date:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Signature:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Recipient Name:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Address:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Title:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Date:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Signature:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_