GENERAL TERMS AND CONDITIONS OF SALE

1. **EFFECTIVENESS.** These general terms and conditions of sale (these "Terms") apply to all transactions which are (a) not stated in any separate written agreement between the customer ("Buyer") and Renesas Electronics America Inc., or any of its wholly-owned subsidiaries registered and existing in the United States, as applicable ("Seller"), and signed by both parties; or (b) not stated on Seller's e-commerce website. These Terms are a material part of the bargain for Seller. No other terms will be valid unless specifically agreed to in writing by Seller. Seller expressly and automatically rejects, without any need to respond to Buyer, any and all terms contained in Buyer's request for quotation, purchase order, Buyer's terms and conditions of purchase, and anything posted on the Buyer's website that are in addition to or inconsistent with these Terms, Seller's quotation, the applicable product data sheet, or DLA Standard Microcircuit Drawing, including without limitation, manufacturing, testing, quality, labeling, and date code requirements ("Clauses"). The inclusion of Buyer's unique part number on Buyer's request for quotation or purchase order does not constitute Seller's acceptance of any Clauses associated with said part number, all of which are rejected unless individually agreed to in a signed writing by Seller. Seller's willingness to sell products and services to Buyer at quoted prices and quantities is conditioned on Buyer's acceptance of these Terms. Failure of Seller to object to the provisions in any document or communication sent by Buyer will not be deemed a waiver of the Terms or acceptance of any terms Buyer may have requested. Buyer is deemed to have expressly accepted the Terms if Buyer requests or accepts delivery of any product or commencement of services. Seller rejects any quantity or delivery date terms in any purchase order submitted by Buyer where the term "TBD" is used on the face of these Terms or other form of acknowledgement by Seller or where such terms are not specified or are to be determined at a later date. In the event that Seller consents to modify any of the Terms, the modification will only be effective if (A) it is expressly stated on the face of the Terms and endorsed by Seller or (B) it is in a separate writing that is signed in advance by the parties and specifically refers to the change to these Terms. A copy of these Terms is available at https://www.renesas.com/us/en/legal/terms-and-conditions.html

2. **PRICE.** Billings for products and services will be in writing and at the prices in Seller's acknowledgement unless otherwise specified by Seller in writing. In the event that the price in Seller's acknowledgement is different from the quoted price, Buyer may send a written notice to Seller within five (5) days of the date of Seller's acknowledgement canceling the order without liability. Invoices shall include the price of each product shipped or service to be performed pursuant to these Terms, plus any freight or handling charges. Prices do not include any taxes, now or hereafter applicable on the products or services associated with the transaction, which will be added by Seller to the price where Seller is required by law to collect same, and will be paid by Buyer unless Buyer provides Seller with a proper tax exemption certificate in form and substance satisfactory to Seller. The prices on the face of these Terms are subject to all present and future tariffs, import and export duties, border taxes and similar import surcharges and taxes which shall be incurred solely at the cost and risk of Buyer. If any such rates or charges contemplated on the face of these Terms (whether shown as a separate charge or not) are increased pending delivery, Buyer shall pay such increased rates or charges in addition to the price. Notwithstanding any other provisions in these Terms, in the event that (a) special or additional duties, including antidumping or countervailing duties, are imposed on all or some of the products, or (b) the "fair value" applicable to such products under the US antidumping laws is deemed by government action or by Seller itself to increase, then Seller shall have the right, subject to the provisions set forth in these Terms, to increase the price of such products by an amount not to exceed the increase in said duties or the amount of the increase in fair value, as of the effective date of the publication of such duties or establishment of increased fair value. Seller shall notify Buyer of such price increase in writing. If Buyer does not elect to pay the price increase within five (5) days of receipt of Seller's written notice, Seller may terminate the affected purchase order as to those products affected by the price increase. Seller does not participate in U.S. Government contracts which require certification of current cost or pricing data, and any Cost Accounting Standards, Defective Pricing, or Audit requirements shall not apply.

3. **CREDIT; PAYMENTS.** Subject to credit approval by Seller, payment must be made thirty (30) days from the date of invoice. Seller reserves the right to require payment for products or services in advance, cash on delivery and, at its sole discretion, elect to modify, limit, or cancel any payment terms extended to Buyer as to time, amount, of both. The quantity and price on Seller's order acknowledgement form are given and accepted subject to limit of Buyer's credit or the financial condition of the Buyer, determined at any time by Seller, affecting the whole or any unfilled portion of these Terms. Failure of Buyer to make timely payment after demand by Seller may, at the option of Seller, be deemed a breach of these Terms. Each shipment will be a separate and independent transaction and will be invoiced separately. Buyer will pay for each shipment separately and as invoiced. Seller reserves the right to add a monthly interest charge equal to fifteen percent (15%) annual simple interest on all late payments. Seller may accept partial payment in an amount less than the full amount of any invoice. The acceptance does not constitute a waiver of Seller's right to collect the balance or an accord and satisfaction of the debt or debt(s) due and owing. If, at Seller's sole discretion, the Buyer's financial condition at any time does not justify continuance of production or shipment on the original terms of payment or upon default or breach of these Terms by Buyer, Seller may stop production or halt a shipment and charge Buyer a cancellation fee and require full or partial payment in advance. If bankruptcy, insolvency, or any proceeding is brought by or against Buyer under bankruptcy and insolvency laws, Seller may cancel any outstanding order without waiving its claim for damages or any other remedies. If shipments are delayed by Buyer without Seller's prior express written consent, payments will be due on the date when Seller was prepared to make a shipment. Products held for Buyer will be at Buyer's risk

and expense. Seller shall not be limited to its rights and remedies against Buyer set forth in these Terms, but shall be entitled to pursue all other rights and remedies as may be available to it under law or otherwise.

4. **TOOLS; PROPERTY RIGHTS; ACCEPTANCE OF SERVICES.** Unless agreed in writing, Seller will retain title to and possession of any models, drawings, composites, patterns, dies, molds, masks, working plates, schematics, bread boards, jigs, fixtures and tools made for or obtained from sources other than the Buyer for the furnishing of products hereunder. Tools, dies, and other equipment furnished to Seller will be at Buyer's risk and expense. All material developed from services provided by Seller as well as the design, development or manufacture by Seller of a product for Buyer will not be deemed to produce a work made for hire and will not give Buyer any copyright, trademark, patent, trade secret or other intellectual property rights in the service or product or any interest in all or any portion of the mask works relating to the product. All such rights will remain the property of Seller and its licensors and no license of any type, express or implied, is granted to Buyer under the Terms with respect to such rights or with respect to any trademark of Seller or its affiliated companies. Even if Seller provides product exclusively to Buyer, Seller will retain possession of all masks. All masks unique to Buyer's design will be held by Seller for the exclusive use of Buyer. Seller will not use the mask for any party without authorization from Buyer. If Buyer places no production orders for six (6) months from the date of engineering sample approval or six (6) months from the last production delivery, Seller is free to dispose of such mask with no further obligation to Buyer. Services performed by or on behalf of Seller will be deemed accepted by Buyer upon completion by Seller.

5. **SHIPMENT, TITLE, AND DELIVERY.** The terms of shipment and delivery for the products are EX Works (EXW**)** Seller's shipping point, per Incoterms 2010. Title and liability for loss or damage to the products shall pass to Buyer upon Seller's tender of delivery of the products to a carrier for shipment to Buyer, and any loss or damage during shipment or thereafter shall not relieve Buyer from any obligations hereunder. Seller will select the carrier unless Buyer designates a carrier in writing prior to shipment. The date of the bill of lading shall be conclusive proof of the date of shipment to Buyer. Shipment may be made in installments. Additional charges shall apply to special packaging. "Shipment date" or "delivery date" as used in these Terms and in Seller's system mean the date Seller tenders delivery of the product to a carrier for shipment to Buyer. Shipment dates given by Seller shall be considered Seller's best estimates only based on anticipated production yields, process times, and other manufacturing and market variables. Seller will use commercially reasonable efforts to fill all purchase orders according to the schedule and quantity set forth in Seller's acknowledgement. BUYER SHALL HAVE NO REMEDY FOR LATE DELIVERY UNLESS BUYER AND SELLER SEPARATELY AGREE IN WRITING TO A FIRM SHIPMENT DATE OR DELIVERY DATE. Seller may not have sufficient supplies of one or more products from its then-contemplated sources of supply to meet the full requirements of its customers. Whenever that situation exists, Seller may, at its option, allocate shipments of such product(s) among Seller's customers on any basis which in Seller's sole opinion is equitable. Seller need not make up or compensate for any such reduction. If any such reduction occurs, Buyer shall have the option to accept such reduction or to terminate these Terms to the extent of any shortage by giving Seller written notice of termination no more than thirty (30) days after the date of Seller's notice of reduction.

6. **ACCEPTANCE.** Before accepting receipt of each shipment at its own facility, Buyer shall visually inspect the packaging for damage and for correct product part number, packaging and quantity. If, on receipt, Buyer discovers any discrepancy, Buyer shall refuse acceptance of the product. Within five days of receipt of each shipment at its own facility, Buyer shall inspect the product for defects and conformity to specifications. If Buyer discovers any defect in a product or contends that a product does not meet the applicable Specifications, Buyer shall immediately notify Seller describing such defect or shortcoming and arrange for return and evaluation of the product by Seller in accordance with Seller's then-current Return Material Authorization ("RMA") process for handling in accordance with the warranty provisions of these Terms.

7. **PRODUCT RESCHEDULE AND CANCELLATION.** Orders for products designated as Non-Cancelable, Non-Returnable ("NCNR") may not be cancelled, rescheduled, nor returned. Standard Products are products for which Seller has more than one OEM customer. Orders for Standard Products may not be cancelled without the express written consent of Seller. Seller, at its option, may accept or reject any such request for cancellation from Buyer, and Seller reserves the right to impose cancellation fees and related charges on Buyer in connection therewith. Orders for Standard Products may be rescheduled one time for delivery within the same calendar quarter as the original scheduled delivery date. Once rescheduled, orders for Standard Products are noncancelable and may not be re-scheduled additional times. Except as otherwise agreed to by a duly authorized representative of Seller in advance in writing, Buyer may not reschedule or cancel the shipment of all or any portion or installment of Custom Products covered by these Terms. If a prior written agreement is not in place, the charges for cancellation shall be one-hundred percent (100%) of the total costs, charges, or other fees. Custom Products, include, but are not limited to, the following: (a) Products manufactured using buyer-specific requirements (i.e. labeling, packaging, screening, testing) such that the products are usable only by Buyer; (b) Products manufactured using Buyer's ROM code or mask programmable options; (c) Products ordered constitute eighty percent (80%) or more of Seller's backlog for that product; (d) Products manufactured specially for Buyer, making it impractical for Seller to resell the product; (e) Products designated by Seller as "end-of-life;" (f) Products purchased by Seller specifically to meet Buyer's purchase order or

orders; or (g) Products otherwise designated or determined by Seller to be a Custom Product. If Buyer refuses to accept delivery of all or any portion or installment of the products or if Buyer otherwise breaches these Terms, then Seller shall be entitled to recover any damages Seller has suffered on account of Buyer's breach to the full extent permitted by law.

8. **PRODUCT DISCONTINUANCE.** Seller reserves the right to discontinue production of any product at any time without notice. In the event that product is discontinued, Seller will not discontinue production until Seller has produced the quantity of product for which Seller has acknowledged a purchase order from Buyer and scheduled product for shipment within six (6) months of the date of acknowledgement.

9. **USE RESTRICTIONS.** Seller's products are classified according to the following two quality grades: "Standard" and "High Quality." The recommended applications for each of Seller's products depends on the product's quality grade, as indicated herein. Recommended applications for "Standard" products include, but are not limited to: Computers; office equipment; communications equipment; test and measurement equipment; audio and visual equipment; home electronic appliances; machine tools; personal electronic equipment; and industrial robots. Recommended applications for "High Quality" products include, but are not limited to: Transportation equipment (automobiles, trains, ships, etc.); traffic control systems; anti-disaster systems; anti-crime systems; and safety equipment. Buyer must thoroughly check the quality grade of each product before using it in a particular application. Buyer agrees it is solely responsible for reviewing, testing and evaluating whether Seller's product(s) are suitable for use in Buyer's applications, systems, design, goods or products. Seller's products are neither intended nor authorized for use in safety-critical applications or systems where failure of the product could reasonably be expected to result in bodily injury or death (artificial life support devices or systems, FDA Class 3 medical devices, certain aircraft applications, surgical implantations etc.), or may cause severe property damages. You must check the quality grade of each Seller's product before using it in a particular application. Your use of any of Seller's products for any applications for which the products are not intended are at your own sole risk. Seller shall not be in any way liable for any damages or losses incurred by you or third parties arising from the use of any Seller's product for which the product is not intended by Seller or in any safety-critical application, and Buyer agrees to defend, indemnify and hold Seller harmless from any and all damages, claims, suits or expenses resulting from such use. Seller's products are not certified by the Federal Aviation Administration or the International Civil Aviation Organization. Products meeting ISO/TS16949 or ITAF 16949 requirements will be specifically designated as such, and Seller disclaims all liability arising from the use of undesignated products in automotive applications.

10. **WARRANTY.**

10.1 Seller warrants to Buyer that the products will be free from defects in material and workmanship; will conform to Seller's specifications; and will be free from liens and encumbrances, for a period of one (1) year from Seller's shipment date, or in the case of development systems, boards and development software, for a period of ninety (90) days from the shipment date, provided that all of the following conditions have been satisfied: (a) Seller is promptly notified upon discovery of any defect (but in no event later than ten (10) days following the end of the warranty period) of any warranty claim; (b) Buyer returns the products to Seller by Seller's designated carrier, within seven (7) days after Buyer has received an RMA number from Seller. Seller will accept products for warranty claim verification only when returned by Buyer in a condition that allows for suitable testing by Seller. Products must be segregated by product type when more than one type of product is returned. If Seller determines that any returned products are not covered by Seller's warranty, Seller will invoice Buyer, and Buyer will pay, the shipping costs for such products both to Seller and back to Buyer; and (c) Seller determines that any claimed defects in the products were not caused by it being a preproduction or developmental product, misuse, static discharge, abuse, vandalism, neglect, improper handling, installation or shipment, unauthorized repair, purchase from an unauthorized source, alteration or accident or damage due to the elements or similar causes not within the control of Seller or its authorized supplier. Any returned products electrically or mechanically destroyed by Buyer or third parties will not be covered by this warranty, and will not be returned to Buyer, but will be scrapped by Seller. Any modification of products by Buyer, unless specifically authorized in writing in advance by Seller, shall invalidate the above warranty. Notwithstanding anything herein to the contrary, Seller shall have no liability for any defects in any products sold in die and/or wafer form without connection to a lead frame ("Unpackaged Products"), or for failure of the Unpackaged Products to meet the technical specifications in the finished product data sheet. Further, the warranty of this Article 10 shall not apply to any Unpackaged Products sold hereunder. Additionally, Seller makes no warranty of any kind and accepts no liability for evaluation boards, which are supplied "as-is", without any testing to national or international safety requirements.

10.2 In addition to the warranty terms above, the following additional terms will apply to Development Tools (DTs) covered by a purchase order. NO WARRANTY OBLIGATION WILL ARISE FOR DTs UNLESS AND UNTIL BUYER REGISTERS THE DT BY COMPLETING AND MAILING THE REGISTRATION CARD TO SELLER WITHIN THIRTY (30) DAYS OF THE DELIVERY DATE. Within thirty (30) days after the discovery of defects, Buyer will contact Seller's local office nearest Buyer's address. Seller's engineer will be the sole judge as to whether the DT is defective in either material or workmanship. If the DT is found to be defective, Seller's engineer will contact Seller's Customer Service Dept., which will then provide Buyer with instructions for returning the defective DTs. Buyer will provide sufficient information about any alleged

defects to allow Seller to determine the existence and cause of said defects. If the DT is defective and repairable but not covered by this warranty, Seller may offer to repair said DT at Buyer's expense. This warranty does not apply (a) if the DT was not purchased from Seller or its authorized distributor; (b) if Buyer fails to register the DT or file a warranty claim within the period and in the manner specified above; (c) if the DT was not used as specified in the applicable manuals and other operating instructions; (d) to any defects caused by equipment or other devices connected to the DT; or (e) to consumable parts and components.

10.3 Upon determination by Seller that any product is defective and covered by this warranty provision, Seller shall at its option acting in its sole discretion, either repair the product, replace the product or issue Buyer a credit for the amount paid by Buyer for the product under warranty. Seller shall have no other liability to Buyer for products covered by the warranty provided herein.

10.4 THIS WARRANTY IS EXTENDED TO BUYER ONLY AND IS NOT TRANSFERABLE TO SUBSEQUENT PURCHASERS OR USERS OF THE PRODUCTS. SELLER HEREBY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY AGAINST INFRINGEMENT AND ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, USAGE OF TRADE, OR OTHERWISE, WITH RESPECT TO MATERIALS OR SERVICES PROVIDED UNDER THESE TERMS OR TO THE PRODUCT, MATERIAL OR DOCUMENTATION OR ANY USE THEREOF BY BUYER. THIS SECTION 10 STATES BUYER'S SOLE AND EXCLUSIVE REMEDY FOR A BREACH OF WARRANTY. SELLER EXPRESSLY DISCLAIMS ALL WARRANTIES FOR ANY SERVICES PERFORMED BY OR ON BEHALF OF SELLER. NO SALESPERSON, REPRESENTATIVE OR AGENT OF SELLER IS AUTHORIZED TO GIVE ANY GUARANTY OR WARRANTY OR MAKE ANY REPRESENTATION CONTRARY TO THOSE CONTAINED IN THESE TERMS.

11. **PATENT INDEMNIFICATION**.

11.1. Seller agrees to defend, at its own expense, any rightful claims made against Buyer by a third party unrelated to Buyer ("Claimant") alleging that the products as sold by Seller to Buyer under these Terms directly infringe a United States, Japanese or European patent, utility model, design patent, trademark, copyright, mask work right or trade secret ("Intellectual Property"). Seller also agrees to indemnify Buyer against actual damages for such direct infringement which are awarded against Buyer in such suit or proceeding, subject to Section 12 herein.
11.2. Seller's obligations described in Section 11.1 above shall arise only with respect to claims where: (1) Buyer promptly notifies Seller, in writing, of all allegations in the claim; (2) Buyer gives Seller f copyrightable works
uull control and authority for the defense and settlement of the claim; (3) Buyer provides Seller with all information and assistance necessary for the defense and settlement of the claim; and (4) Claimant agrees that it will resolve the claim directly with Seller.
11.3. Seller shall have no obligations under Section 11.1 with respect to any claim where: (1) the claim arises from either (i) Seller's use of any material, part or subassembly provided by or specified by Buyer, or (ii) Seller's compliance with any designs, instructions or specifications furnished by Buyer; (2) such claim arises from any modifications or additions made to the products by Buyer or any third party; (3) such claim arises from Buyer's use of any information, services, technical support or technical proposals furnished by Seller; (4) such claim arises from the use or combination of the products with any other material, part, structure, subassembly, apparatus, external circuitry, software or other external elements; (5) such claim arises from an implementation of industry wide standards including de facto standards whether or not such standards have been formally established or promulgated by any governmental or industrial standard setting body ("Industry Standard") relating to the form, fit, functionality, interconnectivity or other aspects of any apparatus incorporating the products where such Intellectual Property would not have been infringed but for the implementation of such Industry Standard; or (6) such claim is otherwise attributable to any act or omission on the part of Buyer.
11.4. If an infringement claim is asserted, or if Seller believes one likely, Seller will have the right, but not the obligation: (i) to procure for Buyer the right to use the products for the use contemplated by Seller and Buyer in making these Terms;
(ii) to modify the products as appropriate to avoid such rightful claim of infringement as long as modification for this purpose does not materially impair the operation thereof; or (iii) to accept the return of the products and reimburse Buyer for the sales amount thereof.
11.5. THE FOREGOING STATES SELLER'S EXCLUSIVE OBLIGATION WITH RESPECT TO CLAIMS OF INFRINGEMENT OF PROPRIETARY RIGHTS OF ANY KIND, AND IS IN LIEU OF ALL WARRANTIES, EXPRESS OR IMPLIED.
11.6. Buyer shall indemnify and hold Seller and its supplier harmless against any expense or liability from claims of infringement of any Intellectual Property which are described in Section (11.3) above.

12. LIMITATIONS. SELLER SHALL NOT BE LIABLE FOR ANY LOST PROFITS, LOST REVENUES, FAILURE

TO REALIZE EXPECTED SAVINGS OR ANY OTHER COMMERCIAL OR ECONOMIC LOSS OR ANY SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, EVEN IF INFORMED OF THE POSSIBILITY THEREOF IN ADVANCE. THESE LIMITATIONS APPLY TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING WITHOUT LIMITATION BREACH OF CONTRACT, BREACH OF WARRANTY, INFRINGEMENT OF A THIRD PARTY'S PROPRIETARY RIGHTS, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATIONS OR OTHER TORTS. NO ACTION MAY BE BROUGHT AT ANY TIME MORE THAN TWELVE (12) MONTHS AFTER THE CAUSE OF ACTION AROSE, EXCEPT THAT LEGAL ACTION MAY BE COMMENCED TO RECOVER PAYMENTS DUE AT ANY TIME WITHIN THE APPLICABLE STATUTE OF LIMITATIONS. IN NO EVENT SHALL SELLER'S TOTAL LIABILITY TO BUYER EXCEED THE CUMULATIVE SALES AMOUNT ACTUALLY PAID BY BUYER TO SELLER FOR THE PRODUCTS OR SERVICES UPON WHICH LIABILITY IS BASED DURING THE YEAR PRECEDING THE DATE ON WHICH THE LIABILITY FIRST AROSE.

13. **COMPLIANCE WITH LAWS.** Buyer agrees to comply with all applicable laws, regulations, licensing or other requirements regarding Seller's products and services. Buyer agrees to comply with all applicable U.S. export control laws and regulations, specifically including, but not limited to, the Arms Export Control Act, 22 U.S.C. §§ 2751-2794, including the International Traffic in Arms Regulation (ITAR), 22 C.F.R. § 120, et seq.; the Export Administration Act, 50 U.S.C. app. 2401-2420, including the Export Administration Regulations, 15 C.F.R. §§ 730-774; the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701- 1706 and the Trading with the Enemy Act, 50 U.S.C. §§ 1 et. seq., including U.S. trade sanctions and economic embargo programs administered by the Treasury Department's Office of Foreign Assets Control. Without limiting the foregoing, Buyer agrees that it will not, directly or indirectly, export, reexport, transship, transfer, transmit or release products, technology or software in violation of any applicable export control laws, rules or regulations. Buyer shall immediately notify Seller if Buyer is, or becomes, listed in any Denied Parties List or if Buyer's export privileges are otherwise denied, suspended, or revoked in whole or in part by any U.S. Government entity or agency. If Buyer is engaged in the business of either exporting or manufacturing (whether exporting or not) defense articles or furnishing defense services, Buyer represents that it is registered with the Office of Defense Trade Controls, as required by the ITAR, and that it maintains an effective export/import compliance program in accordance with the ITAR. For any items and technologies controlled under the International Traffic in Arms Regulations (22 C.F.R. 120-130), Buyer will inform Seller of such items and technologies prior to transfer or release to Seller and obtain written permission from seller in advance of such transfer. Where Buyer is a signatory under an export license or export agreement (e.g., TAA, MLA), Buyer shall provide prompt notification to Seller in the event of changed circumstances including, but not limited to, ineligibility, a violation or potential violation of the ITAR, and the initiation or existence of a U.S. Government investigation, that could affect the Buyer's performance. Buyer shall be responsible for all losses, costs, claims, causes of action, damages, liabilities, and expenses (including attorneys' fees, all expense of litigation and/or settlement, and court costs), arising from any act or omission of Buyer, its officers, employees, agents, suppliers, or subcontractors at any tier, in the performance of any of its obligations under these terms and conditions.

14. **GOVERNMENT CONTRACTS.** If Buyer's original purchase order indicates by contract number that it is placed under a government contract, Buyer will notify Seller in writing of the Federal Acquisition Regulations (FAR) or Defense Federal Acquisition Regulations Supplement (DFARS) applicable to the purchase order. Such FAR/DFARS shall not apply unless agreed to by Seller in writing.

15. **MISCELLANEOUS.** Seller has no obligation to hold any information received from Buyer in confidence unless the information is covered by a separate signed Non-Disclosure Agreement. Neither party will publicize nor disclose the existence or substance of the transactions without the express, prior written consent of the other party. Seller's performance under these Terms is subject to all contingencies beyond Seller's control or beyond the control of Seller's suppliers, including but not limited to strikes, labor disputes, floods, the elements, civil commotion, war, riot, vis major, rules, laws, orders, restrictions, embargoes, quotas, actions or inactions of any government, foreign or domestic, or any agency or subdivision thereof, casualties, fires, accidents, shortages of transportation facilities, detention of products by customs authorities, loss of products in public or private warehouses, or other casualty or contingency beyond Seller's control or the control of Seller's suppliers or otherwise unavoidable. In any such event, Seller shall have the right, at its election and without any liability to Buyer, to (a) perform these Terms as so restricted or modified to the extent determined by Seller in its sole and absolute discretion; or (b) perform these Terms within a reasonable time after the causes for nonperformance or delay have terminated. These Terms shall be governed and construed in accordance with the laws of the State of California without regard to its conflict of law rules and without application of The United Nations Convention on Contracts for the International Sale of Goods. Any conflicting rights under the laws where Buyer is located are waived by Buyer. The exclusive forum for the resolution of any disputes hereunder shall be California state courts in the County of Santa Clara or federal district courts in the Northern District of California located in San Jose, California. If a disagreement whether in tort, contract or otherwise arises between Buyer and Seller, the parties will meet to attempt to resolve the disagreement before any litigation is commenced. If the parties cannot resolve the disagreement, they will submit the matter to mediation. The parties will mutually agree on a suitable mediator. At least ten (10) business days before the mediation, each side will provide the mediator with a statement of its position and copies of all supporting documents. Each party

will send to the mediation a person who has authority to bind the party. Neither party may assign its rights or obligations hereunder to a third party without the consent of the other party; provided, however, that without the consent of Buyer, Seller may assign its rights and obligations hereunder to any affiliate of Seller or successor to Seller's business or to any third party authorized to enforce Seller's rights hereunder. These Terms have been made and are made solely for the benefit of Buyer and Seller and their respective successors and permitted assigns. Nothing in these Terms is intended to confer any rights or remedies on any persons other than the parties to it and their respective successors and permitted assigns. Nothing in these Terms is intended to relieve or discharge the obligation or liability of any third persons to any party to these Terms. No waiver of any provision of these Terms or any rights or obligations of either party hereunder shall be effective, except pursuant to a written instrument signed by the party or parties making such waiver. Any such waiver shall be effective only in the specific instance and for the specific purpose stated in writing. In the event that any provisions hereof are found invalid or unenforceable pursuant to judicial decree or decision, the remainder of these Terms shall remain valid and enforceable according to its terms.