

LA Semiconductor LLC

Standard Terms and Conditions of Sale

1. **PRODUCT AND SALE TERMS.** The buyer ("Buyer") agrees to purchase, and LA Semiconductor and its affiliates and subsidiaries (collectively, "LA Semiconductor") agree to sell, products ("Product(s)") under the terms and conditions contained in this Standard Terms and Conditions of Sale (these "Terms and Conditions"). The actual seller applicable to and obligated under a particular purchase order may vary by location.

Buyer acknowledges to have read and understood these Terms and Conditions, which shall prevail over and apply to the exclusion of any terms and conditions contained or referred to in Buyer's purchase order or in correspondence or elsewhere or implied by trade custom, practice or course of dealing. Unless there is a separate executed written agreement for the Products between Buyer and LA Semiconductor in effect at the time of the order, all purchase orders received by LA Semiconductor from Buyer shall be governed only by these Terms and Conditions notwithstanding any preprinted terms and conditions on Buyer's purchase order or any other communication or document of Buyer. Any additional or different terms in Buyer's documents are hereby deemed to be material alterations and notice of objection to and rejection of them is hereby given. Buyer accepts these Terms and Conditions by accepting delivery of the Product(s) whether or not these Terms and Conditions are provided with each sales transaction. These Terms and Conditions are also available at www.lasemiconductor.com.

If the seller is a subsidiary or affiliate of LA Semiconductor, the obligations of the parties are solely between such subsidiary or affiliate and Buyer, and not between LA Semiconductor and Buyer.

2. **DELIVERY, TITLE AND RISK OF LOSS.** Unless otherwise agreed to in writing by LA Semiconductor, Product(s) shall be delivered EXW, LA Semiconductor's distribution center, in accordance with INCOTERMS 2020. Title to and risk of loss of the Products shall pass to Buyer when made available to Buyer for pick-up at LA Semiconductor's distribution center. LA Semiconductor will use commercially reasonable efforts to fill all orders according to the schedule mutually agreed to by the Buyer and LA Semiconductor. However, delivery dates are approximate only and Buyer shall have no remedy, and LA Semiconductor shall not be liable, for delays in delivery for any reason. Deliveries may be made in installments and a delay or default in delivery of any installment shall not relieve Buyer of the obligation to accept and pay for other deliveries. Delays or changes in schedules due to Buyer directed actions are subject to price adjustments. Claims for shipment shortage shall be deemed waived unless presented to LA Semiconductor in writing within forty-five (45) days of delivery. In the event Buyer contests that the Product(s) were delivered, Buyer must request a proof of delivery from LA Semiconductor within ninety (90) days of the date of LA Semiconductor's invoice, otherwise delivery shall be deemed completed. Buyer shall give LA Semiconductor written notice of failure to deliver and thirty (30) days within which to cure. If LA Semiconductor does not cure within thirty (30) days, Buyer's sole and exclusive remedy is to cancel the affected and undelivered portions of the order.

Notwithstanding anything in these Terms and Conditions to the contrary, LA Semiconductor may not have sufficient supplies of one or more Product(s) from its then-contemplated sources of supply to meet the full requirements of its customers. If that situation exists from time to time,

LA Semiconductor may, at its option, allocate shipments of such Product(s) among LA Semiconductor's customers on any basis which in LA Semiconductor's sole opinion is equitable and to adjust delivery schedules accordingly. LA Semiconductor is not required to increase future shipments or compensate Buyer for any such reduction. Product(s) must be scheduled for delivery within six (6) months of date of Buyer's purchase order. Shipment of Product(s) within +/- five per cent (5%) of the quantity ordered shall be deemed to constitute full delivery.

3. PRICES, QUOTATIONS AND TAXES. Except as otherwise agreed by the parties in a written pricing agreement, prices quoted by LA Semiconductor are those prices current at the date of quotation and may be changed in LA Semiconductor's sole discretion prior to the acceptance of a purchase order. Any purchase order that can be cancelled or rescheduled by either party under Paragraphs 9 or 10 below, is subject to an immediate price change, unless otherwise agreed in separate, written agreement. Buyer agrees to pay all applicable taxes.

4. PAYMENT TERMS. Except as otherwise agreed to between the parties in writing, payment will be due thirty (30) days from the date of invoice. All invoices shall be paid without retention or set-off by Buyer. If the Buyer does not make payment on time, LA Semiconductor may charge Buyer interest on the unpaid amount at the rate of five percent (5%) above the published Wall Street Journal Prime Rate in effect from the date on which payment becomes due (or the maximum rate permitted by law) until payment is made, whether or not after judgment. LA Semiconductor reserves the right at any time to revoke any credit extended to Buyer because of Buyer's failure to pay an invoice when due or for any other similar reason and to suspend any subsequent shipments until Buyer's account is current.

5. WARRANTY.

(a) LA Semiconductor warrants that its Product(s) will, for the time period set forth below, be free from defects in material and workmanship and will conform to LA Semiconductor's approved specifications.

(b) Except as provided below, Product(s) are warranted for a period of two (2) years from the date of delivery. Image Sensor Product(s) are warranted for a period of one (1) year from the date of delivery. Unprobed Die and Wafer Product(s) are warranted for a period of thirty (30) days from the date of delivery. DEVELOPMENT PRODUCT(S), PROTOTYPE OR OTHER NON-PRODUCTION PRODUCT(S), SAMPLES OF PRODUCTION PRODUCT(S) AND SOFTWARE ARE NOT WARRANTED AND ARE PROVIDED ON AN "AS IS" BASIS ONLY.

(c) If any Product fails to conform to the applicable warranty, LA Semiconductor will, at LA Semiconductor's option, replace or repair such Product or credit Buyer's account with an amount equal to the price paid for any such Product returned by Buyer, provided that: (a) Buyer promptly notifies LA Semiconductor in writing, during the warranty period, that such Product failed to conform and furnishes a detailed explanation of any alleged deficiency; (b) Buyer promptly obtains a return material authorization number and promptly returns the Product to the location designated by LA Semiconductor at Buyer's expense (provided, however, that if upon examination by LA Semiconductor, LA Semiconductor determines that the Product is entitled to this warranty, then LA Semiconductor shall be responsible for reasonable transportation costs to and from LA Semiconductor's facility); and (c) LA Semiconductor is reasonably satisfied that

claimed non-conformities exist and such claim complies with the terms of this warranty. LA Semiconductor shall have a reasonable time period to replace or repair Products or to credit Buyer's account. These constitute Buyer's sole remedies in the event of a breach of warranty. Replaced Product(s) are subject to the applicable warranty for the longer of the period remaining (if any) in the warranty period of the original Product or thirty (30) days. The non-conforming Product(s) shall become LA Semiconductor's property as soon as they have been replaced or when a credit is issued. In no event, however, shall LA Semiconductor be responsible for any non-conformance in the Product(s) to the extent such non-conformance is caused by incompatibility with other components used by Buyer, improper handling or storage during or after shipment, Product misuse, neglect, improper installation or operation, repair, alteration, accident, or for any other cause not attributable to defective workmanship or failure to meet LA Semiconductor's published specifications. This warranty shall not be expanded, and no obligation or liability will arise, due to technical advice or assistance, computerized data, facilities or services LA Semiconductor may provide in connection with Buyer's purchase. LA Semiconductor provides no warranty for LA Semiconductor Product(s) purchased through unauthorized sales channels. In the event that any one or more of the foregoing conditions is not satisfied, LA Semiconductor shall have no liability under this warranty whatsoever.

(d) THIS WARRANTY EXTENDS TO BUYER ONLY AND MAY BE INVOKED ONLY BY BUYER FOR ITS CUSTOMERS. LA SEMICONDUCTOR WILL NOT ACCEPT WARRANTY RETURNS FROM BUYER'S CUSTOMERS OR USERS OF BUYER'S PRODUCT(S). THIS WARRANTY DOES NOT APPLY TO DEFECTS ARISING AS A RESULT OF BUYER'S DESIGNS OR FORMULAS.

(e) THE WARRANTY AND REMEDIES SET FORTH ABOVE CONSTITUTE LA SEMICONDUCTOR'S EXCLUSIVE LIABILITY, AND BUYER'S EXCLUSIVE REMEDIES, FOR ANY BREACH OF WARRANTY OR NON-CONFORMITY OF THE PRODUCT(S). THE WARRANTY SET FORTH ABOVE IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, WHICH ARE HEREBY EXPRESSLY DISCLAIMED. LA SEMICONDUCTOR SHALL MAKE THE FINAL DETERMINATION AS TO ANY BREACH OF WARRANTY OR NON-CONFORMITY OF THE PRODUCT(S).

6. CONFIDENTIAL INFORMATION. All materials and Product(s) furnished by LA Semiconductor and identified as containing confidential information must be held in confidence by the recipient using at least the degree of care the recipient uses for its own confidential information, but no less than reasonable care. Except as required by law, the recipient may not disclose such materials or confidential information except to its own employees who require use of the materials in the performance of their duties and who are bound by a duty of confidentiality under terms no less restrictive than contained herein concerning the use of confidential information. Any non-public samples or prototypes, or any source code provided by LA Semiconductor shall constitute confidential information, whether or not so identified. Nothing contained in these Terms and Conditions limits a party from filing a truthful complaint or the party's ability to communicate directly to, or otherwise participate in, either: (i) any investigation or proceeding with a United States of America ("USA") government agency alleging a securities law violation,

waste, fraud or abuse; or (ii) an investigation or proceeding that is protected under a whistleblower provision of a USA federal law or regulation.

7. PATENT, MASK WORK RIGHT AND COPYRIGHT INDEMNIFICATION.

(a) The design, development or manufacture by LA Semiconductor of Product(s) and/or services shall not be deemed to produce a work made for hire. Except as expressly set forth herein, all intellectual property rights arising out of Product(s) or services sold to Buyer belong to LA Semiconductor. Except for Buyer's implied license to use and sell a Product(s) incident to its purchase and the implied license of Buyer to sell or otherwise dispose of possession of a copy of a copyrighted work from LA Semiconductor, the sale of Product(s) and/or services does not convey any license by implication, estoppel or otherwise in respect of Product(s) and/or services alone or in combination with other products. Unless otherwise agreed in writing, LA Semiconductor shall retain all rights in mask works. Buyer agrees not to reverse engineer, decompile or disassemble any prototypes, Software (as defined herein), hardware or other tangible objects or Product(s) provided to Buyer.

(b) LA Semiconductor agrees to defend any claim, suit or proceeding asserted against Buyer based upon a claim that any Product(s) purchased hereunder, excluding Software, directly infringes any patent, mask work right or copyright, effective in the USA and to pay settlements or costs and damages finally awarded in any such suit; provided that LA Semiconductor is promptly notified in writing of the claim and given, at LA Semiconductor's request and expense, sole control of the defense or response to such claim and all requested reasonable assistance by Buyer for defense of the same. If such a claim has occurred, or in LA Semiconductor's sole and reasonable judgment is likely to occur, Buyer shall permit LA Semiconductor to use its sole discretion to (i) obtain for Buyer the right to use and sell the Product, (ii) replace or modify the Product(s) with non-infringing Product(s), or (iii) accept the return of the Product(s) and refund the purchase price less reasonable wear and tear. Further, LA Semiconductor may cease shipping infringing Product(s) without being in breach of these Terms and Conditions. This indemnity does not extend to any claims based upon any infringement or alleged infringement of any patent, mask work right or copyright arising from: (i) the combination of any Product(s) with other elements if such infringement would be avoided by the use of the Product(s) alone; (ii) the use of the Product(s) in a manner or for an application other than that for which such Product(s) was designed or intended, regardless of whether LA Semiconductor was aware of such use; (iii) any addition to or modification of the Product(s), (iv) the use of the Product(s) in connection with manufacturing or other process; (v) LA Semiconductor's compliance with Buyer's designs, instructions or specifications in making a Product for Buyer that is not in LA Semiconductor's standard product catalogue; or (vi) the implementation in the Product(s) of a known industry standard (such claims, i.e. those set forth in (i) through (vi) above, are referred to herein as "Other Claims"). THE FOREGOING STATES LA SEMICONDUCTOR'S ENTIRE LIABILITY FOR PATENT, MASK WORK RIGHT OR COPYRIGHT INFRINGEMENT AND IS IN LIEU OF ALL REPRESENTATIONS, WARRANTIES OR CONDITIONS EXPRESSED OR IMPLIED, IN REGARD THERETO. LA SEMICONDUCTOR WILL NOT BE RESPONSIBLE FOR ANY COSTS, EXPENSES

OR COMPROMISE INCURRED OR MADE BY BUYER WITHOUT LA SEMICONDUCTOR'S PRIOR WRITTEN CONSENT.

(c) Buyer shall defend any claim, suit or proceeding asserted against LA Semiconductor based upon Other Claims and to pay costs and damages finally awarded from such suit provided that Buyer is promptly notified in writing of the claim and given, at Buyer's request and expense, sole control of the defense or response to such claim and all requested reasonable assistance by LA Semiconductor for defense of the same.

(d) LA Semiconductor does not warrant that Product(s) (including Software under Paragraph 8) and/or services are free of infringement of any patents, copyrights or other proprietary rights of third parties. IN NO EVENT SHALL LA SEMICONDUCTOR BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM INFRINGEMENT OR ALLEGED INFRINGEMENT OF PATENTS, COPYRIGHTS OR OTHER INTELLECTUAL PROPERTY RIGHTS.

(e) Buyer, without the express prior written consent of LA Semiconductor, has no right to use LA Semiconductor's trademarks, trade names, corporate slogans, corporate logos or corporate designations in the sale, lease or advertising of any Product(s) or any other product or product containers, component parts, business forms, sales, advertising or promotional materials, or other business supplies or materials, whether in writing, orally or otherwise.

(f) Except as stated below in Paragraph 8, the sale of Product(s) furnished hereunder does not convey any license by implication, estoppel or otherwise, under any proprietary or patent rights of LA Semiconductor covering modifications of Product(s) furnished hereunder, or combinations of Product(s) furnished hereunder with other elements. For the avoidance of doubt, the parties agree that the results of the efforts regarding the sale of the Product(s) furnished hereunder by either party shall not be considered "work for hire," and that neither party acquires any rights to, or licenses to use, any such results except as expressly set forth herein.

8. SOFTWARE. In the absence of a separate software agreement between Buyer and LA Semiconductor, the following terms and conditions apply to LA Semiconductor's software ("Software"):

(a) Software includes computer software and firmware in all forms. Title to the Software delivered by LA Semiconductor to Buyer hereunder remains vested in LA Semiconductor or LA Semiconductor's licensor and cannot be assigned or transferred without LA Semiconductor's written authorization. Buyer agrees to respect and not to remove any copyright, trademark, confidentiality or other proprietary notice, mark or legend appearing on the Software.

(b) For standalone Software provided in connection with the purchase of Product(s) from LA Semiconductor, LA Semiconductor grants to Buyer an individual, personal, non-transferable, non-exclusive license, without the right to sublicense, to use the standalone Software for its own internal use in a single computer system to evaluate, demonstrate, test and/or configure Product(s) only for LA Semiconductor authorized applications or to design Product(s)

for manufacture by LA Semiconductor. Buyer shall faithfully reproduce all of LA Semiconductor's copyright notices and other proprietary legends. Buyer agrees not to disclose, in any form, the standalone Software or any portion thereof to any person other than employees of Buyer without the express written permission of LA Semiconductor.

(c) For Software embedded in Product(s), LA Semiconductor grants Buyer a non-transferable, non-exclusive license to use such embedded Software in the LA Semiconductor authorized operation of Product(s) on which such Software are embedded and subject to the terms and conditions herein. Buyer may transfer its license to use the embedded Software to a third party only in conjunction with Buyer's sale of any LA Semiconductor Product(s) or Buyer product on which the LA Semiconductor Product(s) with embedded Software is installed. Buyer's transfer of the embedded Software as authorized herein must be under terms consistent with and no less stringent than the terms set forth in these Terms and Conditions. Except as specifically permitted in these Terms and Conditions, embedded Software may not be sublicensed, transferred or loaned to any other party without LA Semiconductor's prior express written consent.

(d) If Buyer is in default of any of these Terms and Conditions, the rights granted to Buyer herein may be terminated in LA Semiconductor's sole discretion on one (1) month's prior written notice. Within one (1) month after termination, Buyer shall furnish to LA Semiconductor a certificate certifying that the original and all copies of the Software and derivative versions thereof ("Derivatives"), in whole or in part and in any form, have been destroyed.

(e) EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE SOFTWARE IS PROVIDED "AS IS." LA SEMICONDUCTOR EXPRESSLY DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE SOFTWARE, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTY OF CONTINUED OR UNINTERRUPTED OPERATION OF THE SOFTWARE LICENSED HEREUNDER.

(f) The Software is licensed for use only in conjunction with LA Semiconductor Product(s). Use of the Software in conjunction with non-LA Semiconductor Product(s) is not licensed hereunder.

(g) No license or right of any kind is granted herein by LA Semiconductor to Buyer to disclose, distribute or otherwise provide the Software or any Derivatives in source code format to any third party.

(h) Without limiting the foregoing, Buyer agrees to not take any actions whatsoever that could or would cause the Software or Derivatives or any portion thereof to become subject to the GNU General Public License (GPL), GNU Lesser General Public License (LGPL), Mozilla Public License (MPL), Artistic License, Apache License, Q Public License, IBM Public License, BSD, or any other open source license requiring the distribution of the Software or Derivatives or any part thereof in source code format.

(i) Buyer acknowledges and agrees that LA Semiconductor has no and shall have no obligation or responsibility whatsoever to provide to Buyer, Buyer's customers or any third party,

any maintenance, support or assistance (“Support”), including without limitation in relation to the Software or Derivatives, and LA Semiconductor cannot and shall not be held liable or responsible to Buyer, Buyer’s customers or any third party for the failure to provide any such Support. However, LA Semiconductor may from time-to-time in its sole discretion provide such Support, and provision of same shall not create nor impose any future obligation on LA Semiconductor to provide any such Support. Such Support may include updates and/or upgrades to the Software, which may include bug fixes and/or error corrections, and any such updates and/or upgrades to the Software provided shall be deemed and considered to be the Software hereunder and shall be governed by these terms and conditions. Buyer is and shall be solely responsible and liable for any Derivatives; for testing the Software and Derivatives; and for testing and implementation of the functionality of the Software and Derivatives with the Product(s).

(j) Buyer shall not distribute externally or disclose to any customer or to any third party any reports or statements that directly compare the speed, functionality or other performance results or characteristics of the Software with any similar third-party products without the express prior written consent of LA Semiconductor in each instance.

9. CANCELLATION. Buyer may cancel purchase orders for standard Product by providing written notice to LA Semiconductor at least one hundred twenty (120) days prior to LA Semiconductor’s shipment of such standard Product. Buyer may also cancel purchase orders for non-standard, application-specific integrated circuits or any product unique to the Buyer or applicable customer (each, a “Custom Product”) by providing written notice to LA Semiconductor prior to LA Semiconductor’s shipment of such Custom Product; provided that Customer shall pay, as a cancellation charge, LA Semiconductor’s actual costs for such Custom Product as of the date that LA Semiconductor receives such notice, not to exceed LA Semiconductor’s selling price of such Custom Product (such “actual costs” include, but are not limited to, material costs, labor costs, restocking fees, duties, taxes, yield variation, change-order fees and overhead allocations such as depreciation, facility charges and utilities). LA Semiconductor reserves the right to cancel all or any part of a purchase order without any liability to Buyer if Buyer supplies inaccurate information or if Buyer is in default under any of these Terms and Conditions. LA Semiconductor may also cancel any purchase order without any liability to Buyer that can be canceled by Buyer under this Paragraph upon written notice to Buyer.

10. RESCHEDULE. Buyer may reschedule Product shipments for purchase orders placed in accordance with these Terms and Conditions subject to the following restrictions: (i) for each shipment, only one (1) reschedule is allowed; (ii) the rescheduled ship date must fall within the same fiscal quarter as the original ship date; and (iii) Buyer must provide written notice to LA Semiconductor at least one hundred twenty (120) days prior to the scheduled ship date. LA Semiconductor may reschedule any shipment that can be rescheduled by Buyer under this Paragraph 10 upon written notice to Buyer.

11. EXPORT CONDITIONS. If, at the time or times of LA Semiconductor's performance hereunder, an export license or other permission is required for LA Semiconductor to lawfully export Product(s) or technical data or to undertake export-controlled services, then the issuance of the appropriate license or agreement to LA Semiconductor or its subcontractor shall constitute a condition precedent to LA Semiconductor’s obligations hereunder. LA Semiconductor reserves the right to stop performance at any time if LA Semiconductor believes that such performance

may violate export laws or regulations. Buyer agrees to comply with all applicable export laws, regulations and orders, including, but not limited to, the Export Administration Regulations (EAR), the International Traffic In Arms Regulations (ITAR) and those administered by the Office of Foreign Assets Control (OFAC). Specifically, but without limitation, Buyer agrees that it will not resell, re-export, re-transfer or ship, directly or indirectly, any Product(s) or technical data in any form without obtaining appropriate export or re-export licenses. Buyer acknowledges that the applicable export laws, regulations and orders may differ from item to item and/or time to time.

12. RESALE PROHIBITED. Unless expressly authorized in writing by LA Semiconductor, Buyer shall not resell Product(s). If Buyer breaches the terms of this Paragraph 12, in addition to LA Semiconductor's cancellation rights, Buyer agrees to fully indemnify LA Semiconductor, its officers, employees and distributors from any and all resulting liability, including attorneys' fees and costs.

13. LIMITATION OF LIABILITY. SUBJECT TO THE REMEDIES IN PARAGRAPH 5(C), TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND REGARDLESS OF THE NUMBER OF CLAIMS IN ANY CALENDAR YEAR, IN NO EVENT SHALL LA SEMICONDUCTOR BE LIABLE TO BUYER OR ANY THIRD PARTY FOR AN AMOUNT EXCEEDING THE LESSER OF: (A) THIRTY PERCENT (30%) OF THE TOTAL AMOUNTS PAID BY BUYER TO LA SEMICONDUCTOR FOR THE SPECIFIC PRODUCT(S) GIVING RISE TO THE LIABILITY OR (B) THIRTY PERCENT (30%) OF THE TOTAL AMOUNTS PAID BY BUYER TO LA SEMICONDUCTOR FOR ALL PRODUCT(S), SOFTWARE AND SERVICES PROVIDED BY LA SEMICONDUCTOR IN THE CALENDAR YEAR THAT THE EVENT GIVING RISE TO THE LIABILITY OCCURRED. BUYER MAY NOT BRING AN ACTION IN CONNECTION WITH THESE TERMS AND CONDITIONS UNLESS SUCH ACTION IS COMMENCED WITHIN ONE (1) YEAR AFTER THE EVENT GIVING RISE TO THE LIABILITY.

IN NO EVENT SHALL LA SEMICONDUCTOR BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING BUT NOT LIMITED TO, THE LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF USE, LOSS OF GOODWILL, DATA LOSS, REWORK, REPAIR, MANUFACTURING EXPENSES, COSTS OF PRODUCT RECALL, LOSS OF REPUTATION OR LOSS OF CUSTOMERS, REGARDLESS OF WHETHER LA SEMICONDUCTOR HAS BEEN GIVEN NOTICE OF SUCH DAMAGES AND REGARDLESS OF WHETHER THOSE DAMAGES ARE SOUGHT UNDER CONTRACT, TORT OR ANY OTHER THEORIES OF LAW.

14. EXCUSABLE DELAY. LA Semiconductor shall not be liable for any delay or failure to perform resulting from: (i) lower than anticipated manufacturing volume of Product(s); (ii) interruptions in the manufacturing process; (iii) delays or failure to perform due to any cause beyond its control or the control of its suppliers or subcontractors; (iv) epidemics, pandemics, strikes, acts of God, man-made or natural disaster, acts or omissions of Buyer, interruptions in transportation, act of a governmental authority including laws, regulations, orders, or decrees, or the inability to obtain necessary labor, materials or facilities through regular sources; or (v) any legal theory of force majeure. Delivery schedules shall be considered extended by a period of time equal to the time lost because of any excusable delay. In the event LA Semiconductor is unable

wholly or partially to perform because of any such cause it may cancel its acceptance of Buyer's purchase order without liability to Buyer.

15. GOVERNING LAW AND VENUE. These Terms and Conditions shall be interpreted, construed and governed in all respects in accordance with the laws of the state of New York, USA, excluding its conflict of laws provisions. The UN Convention on Contracts for the International Sale of Goods (Vienna, 1980) shall not apply to any purchases made hereunder. The Federal and State courts of New York shall have exclusive jurisdiction and venue over controversies arising out of, or relating to, these Terms and Conditions. Each party consents to the exercise by any such court of personal jurisdiction over them and each party waives any objection it might otherwise have to venue, personal jurisdiction, inconvenience of forum, and any similar or related doctrine. Each party hereby waives to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect of any litigation directly or indirectly arising out of, under or in connection with these Terms and Conditions. However, nothing shall limit LA Semiconductor's ability to assert its intellectual property rights in any court of competent jurisdiction or any government agency, including: the right to seek injunctive relief; or file, defend, oppose, or challenge patents, copyrights, or trademarks; or enforcing an award in any court of law; or forgo mediation and directly seek relief via judicial or government agency proceedings.

16. DISPUTE RESOLUTION. LA Semiconductor and Buyer will attempt to settle all claims (other than claims relating to intellectual property issues) through negotiation or non-binding mediation prior to the commencement of court proceedings.

17. ENTIRE AGREEMENT. These Terms and Conditions constitute the entire and final agreement between LA Semiconductor and Buyer with regard to the subject matter herein and supersedes all other communications.

18. THIRD-PARTY RIGHTS EXCLUDED. These Terms and Conditions are made solely for the exclusive benefit of LA Semiconductor and Buyer and all third-party rights of enforcement are hereby excluded to the fullest extent possible.

19. WAIVER. Failure by LA Semiconductor to exercise or enforce any rights hereunder shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof at any time or times thereafter.

20. NOTICES. Any notice hereunder shall be deemed to have been duly given when sent by certified mail or nationally- recognized pre-paid delivery service to the party concerned at its last known address.

21. AMENDMENTS. No modifications to these Terms and Conditions shall be binding unless expressly agreed to in writing by LA Semiconductor.

22. SEVERABILITY. If any provision of these Terms and Conditions is held invalid, all other provisions shall remain valid.

23. NO ASSIGNMENT. Neither party may assign its rights and obligations hereunder without the prior written consent of the other, except that LA Semiconductor is permitted to subcontract all

or part of its obligations hereunder as it deems necessary, and these Terms and Conditions shall apply to sales by any LA Semiconductor subsidiaries. Any unauthorized assignment shall be null and void.

24. DISCLAIMER FOR CRITICAL APPLICATIONS. Product(s) sold under these Terms and Conditions are not designed, intended or authorized for use as a critical component in life support systems or any FDA Class 3 medical devices or medical devices with a similar or equivalent classification in a foreign jurisdiction, or any devices intended for implantation in the human body. Sale for such use is subject to LA Semiconductor's advance written authorization for product use and a separate indemnification agreement signed by Buyer. Buyer agrees to indemnify, defend and hold harmless LA Semiconductor, its directors, officers, employees, representatives, agents, subsidiaries, affiliates, distributors and assigns, against any and all liabilities, losses, costs (including attorneys' fees and costs), damages, judgments and expenses, arising out of or resulting from any claim, demand, investigation, lawsuit, regulatory action or cause of action arising out of or associated with any unauthorized use, even if such claim alleges that LA Semiconductor was negligent in the design or manufacture of the Product(s).

25. GOVERNMENT CONTRACT PROVISIONS. The Product(s) (which for purposes of this Paragraph also includes services and/or Software) that LA Semiconductor provides are "Commercial Items," "commercial computer software," and "commercial computer software documentation" as defined in accordance with FAR 2.101 (Definitions) and FAR 12.212 (Computer software). The USA government's rights to any Product(s) consisting of "commercial computer software" and "commercial computer software documentation" shall be limited to those rights customarily provided by LA Semiconductor to the public as provided in Paragraphs 7 and 8 of these Terms and Conditions. If Buyer sells Product(s) to the USA government or if Buyer is using Product(s) on behalf of the USA government, LA Semiconductor makes no representations, warranties or certifications whatsoever about compliance with acquisition statutes or regulations (including, without limitation, those related to pricing, quality, origin or content), except LA Semiconductor and Buyer shall comply with FAR 52.244-6 (Subcontract for Commercial Items). Where applicable, Buyer shall provide information requested by LA Semiconductor regarding Buyer's compliance with FAR 52.244-6. Notwithstanding, if Buyer sells Product(s) to any other public entity, state or local or international, or to a prime contractor or subcontractor of such entities, Buyer remains solely liable for compliance with all acquisition laws and regulations. LA Semiconductor does not provide any cost or pricing data or technical data rights to the Buyer or the Buyer's customer, and the cost accounting standards, audit and reporting requirements shall not apply for the Product(s) sold hereunder.

26. BUYER'S APPLICATIONS. Buyer is solely responsible for the design, validation and testing of its applications and for complying with all legal and regulatory requirements related to its applications. Industry best practice generally requires that Buyer conduct qualification and other tests on its applications taking into account environmental and other conditions that the application may encounter. Buyer understands and represents that, with respect to its applications, it has the necessary expertise to create and implement safeguards that: (i) anticipate consequences of failures; (ii) monitor failures and their consequences; and (iii) lessen the likelihood that failures create harm and to take appropriate remedial steps. Buyer agrees that prior to using or distributing any applications using LA Semiconductor Products, Buyer will thoroughly test such systems and the functionality of such Products as used in such systems. Where LA Semiconductor promotes

certain Products as facilitating functional safety or complying with industry functional safety standards or requirements, such products are intended to assist buyers in designing and creating their own applications meeting designated function safety standards and requirements. Using one or more LA Semiconductor Products in an application does not itself establish any safety features in the application. Buyer is solely responsible for and must ensure compliance with any safety requirements and standards applicable to its applications. Buyer will indemnify, defend, and hold LA Semiconductor harmless from and against any and all damages, costs (including attorneys' fees and costs), fees and liabilities arising out of or resulting from Buyer's non-compliance with this Subparagraph.