CYPRESS SEMICONDUCTOR CORPORATION
TERMS AND CONDITIONS APPLICABLE TO PURCHASE ORDERS
(effective July 1, 2016 – September 28, 2017)

1. Acceptance of Order. The buyer issuing a purchase order, whether Cypress Semiconductor Corporation or one of its wholly owned subsidiaries, such as, without limitation Spansion LLC ("Buyer"), and the party named in the purchase order ("Vendor"), agree that the terms and conditions herein, including any specifications, drawings or other documents incorporated by reference (the purchase order and the terms and conditions herein are, collectively, the "Order"), become the exclusive binding agreement between the parties covering the purchase of Products, Services and/or Software (defined below) ordered herein upon the earlier of: (a) Vendor issuing a written acceptance of the Order (including via email) solely on the terms contained in the Order; or (b) any conduct by Vendor that acknowledges the existence of a contract pertaining to the subject matter hereof. Buyer's purchase of Products and Services and licensing of Software from Vendor is made conditional on Vendor's assent to the terms and conditions in this order. If Vendor has previously proposed or subsequently proposes any terms that add to, vary from, or conflict with the terms herein, such terms are hereby objected to and rejected by Buyer. If this Order has been issued by Buyer in response to an offer from Vendor and if any of the terms herein are additional to or different from any terms of such offer, then the issuance of this Order by Buyer shall constitute an acceptance of such offer subject to the express conditions that Vendor agree to such additional and different terms contained herein, and Vendor shall be deemed to have so agreed unless Vendor notifies Buyer to the contrary in writing within ten (10) days of receipt of this Order. To the extent this order is deemed an acceptance of a previous offer by Vendor, any such acceptance is expressly limited to and conditioned on assent by Vendor to the terms of this Order. Acceptance of the Products, Services or Software delivered under this Order shall not constitute acceptance of any of Vendor's terms or any other additional or different terms. In the event that this Order is designated by Buyer as a blanket purchase order or scheduling order, as indicated in the purchase order, Buyer shall have an option, but not the obligation, to procure up to the quantity of Products, Services and/or Software (defined below) described in the purchase order at the prices and during the time period specified by providing separate subsequent release orders to Vendor. Each release shall be subject to the terms and conditions hereof.

2. Products, Services and Software; Prices. 2.1. Vendor will sell to Buyer the Products ("Products"), provide to Buyer the services ("Services"), and/or license the software and user documentation (collectively, "Software") as specified in the purchase order. Vendor will comply with the quantity and delivery requirements of this Order; however, any forecasts or other information it may provide will not bind Buyer to Vendor, and any expenditures or commitments by Vendor in anticipation of Buyer's requirements will be at Vendor's sole risk and expense.

2.2. Unless otherwise specified in the purchase order, any Software being procured under this Order is being licensed and not sold, and accordingly, the words "purchase," "sold," or similar or derivative words are understood and agreed to mean "license". Vendor grants to Buyer a transferable, perpetual, nonexclusive, fully paid-up, worldwide license (the "License") to install, reproduce and use the Software and/or Products subject to the terms of this Order. In the event that Buyer is obtaining a license for source code of any of the Software, in order for Buyer to obtain compatibility with other independently created software programs, Buyer has the right to revise, disassemble, reengineer, decompile or otherwise alter the Software to the extent necessary for interoperability or increased functionality.

2.3. Vendor agrees that the prices set forth in the purchase order are firm, and are not subject to increase. If price terms are omitted from the purchase order, the price shall be the lower of: (a) the price last quoted by Vendor; (b) the last price paid by Buyer to Vendor for like goods, services and/or software; or (c) the prevailing market price at the time of shipment. Further, the prices are exclusive of applicable sales and use taxes, but are inclusive (unless specifically stated otherwise in the purchase order) of all other charges including without limitation any charges for labeling, packing, crating and freight, any finishing or inspecting fees, any duties, any applicable royalties, and all other taxes. However, Buyer will have no liability for any tax for which it has an appropriate exemption. Further, by accepting this Order, Vendor represents that the prices to be charged for any Product, Service or Software is not in excess of the price charged to other customers for a Product, Service or Software that is either identical or has substantially the same functionality, components and feature sets and are perceived or marketed as a competing product, service or software. In the event more favorable terms are granted, or in the event of a general price decrease with respect to any Product,

Service or Software, Vendor will notify Buyer and the more favorable terms or prices will apply to all such Products, Services or Software not yet delivered to Buyer as of the date of such grant or decrease.

3. Invoices and Payment. 3.1. Invoices shall be itemized, submitted in duplicate and contain the following information: Order or document number in the purchase order, item number, description of Products,, Services, Software, sizes, quantities, unit prices, and extended totals in addition to any other information specified elsewhere herein. Payment of an invoice shall not constitute acceptance of any Products, Services or Software and shall be subject to adjustment for errors, overcharges, shortages or defects in the Products, Services or Software, or other failure of Vendor to meet the requirements of the Order. Payment will be due as stated in the purchaser order, but not prior to Buyer's acceptance of the Product, Service or Software. Unless otherwise specified in the purchase order, all payments will be made in U.S. currency.

3.2. Buyer, without liability to Vendor, may deduct from any amounts due to Vendor, any amounts owed to Buyer or any of Buyer's affiliates by Vendor or any of Vendor's affiliates under this Order or otherwise, and may withhold any payment without penalty to Buyer if Vendor owes any amount of money to Buyer or Buyer's affiliates.

3.3. In accepting this Order, Vendor affirms that there are no prior defaults with regard to any previously issued Order.

3.4. Invoices not received by Buyer within six (6) months of receipt of the Products, Services or Software will be considered to be invalid and Buyer will not be liable for payment of such invoice.

4. Delivery and Acceptance; Business Continuity. 4.1 TIME IS OF THE ESSENCE UNDER THIS ORDER. Delivery will not be deemed to be complete until the Products, Services or Software have been accepted by Buyer. If delivery is not completed by the delivery date in the purchaser order ("Delivery Date"), Buyer may, without liability, in addition to its other rights and remedies, cancel the Order in whole or in part. Buyer may refuse to accept early deliveries and may return them at Vendor's risk and expense, after which they will be redelivered only upon Buyer's instructions, or may store them at Vendor's risk and expense and delay processing the corresponding invoice until the Delivery Date. If it appears that Vendor will not meet the Delivery Date, Vendor will (i) immediately notify Buyer and (ii) ship by air freight or other expedited routing, at Vendor's expense, if and in the manner requested by Buyer. If only a portion of the Products are available for shipment to meet the Delivery Date, Vendor will notify Buyer and ship the available Products unless otherwise directed by Buyer. Buyer may return any unauthorized under-shipment or any over-shipment at Vendor's risk and expense. In the event that Buyer notifies Vendor of any rejection of any Product, Service or Software, Vendor shall, at Buyer's option, refund Buyer for payment of the Products, Services and/or Software. Payment of Vendor's invoice shall not constitute acceptance of the Products, Services, or Software. Acceptance of any Products, Services or Software shall in no way release Vendor of any of its obligations hereunder (warranty or otherwise) or to which Buyer may be entitled at law or in equity. If Vendor's failure to timely deliver Products, Services or Software causes Buyer to be unable to timely deliver goods to Buyer's customers, Vendor will indemnify Buyer for any damages, costs, penalties or other amounts that Buyer pays to its customers as a result of such delay. If the Products, Services, or Software are not delivered within thirty (30) days of the Delivery Date, Vendor shall and hereby does grant Buyer a royalty-free, assignable, non-exclusive license to use Vendor's designs, processes, drawings and technical data, and other information to make or have the Products, Services, or Software made by a third party, and to use and import the Products, Services, or Software.

4.2. Vendor shall develop and provide to Buyer upon request a business continuity plan ("BCP") that reasonably demonstrates business continuity management capability, and delineates the prevention and recovery of threats that may interrupt or negatively impact supply. The BCP should be periodically updated and approved by Buyer, and changes in circumstances that may materially affect supply should be promptly communicated to Buyer, and a plan for resolution should be implemented.

5. Shipments and Packing. 5.1 Unless otherwise specifically provided on the face of this Order, shipments are DDP (as defined in Incoterms 2010) Buyer's ship-to location ("Destination"). Title shall pass to Buyer upon acceptance of Products and Software at Destination. Vendor will handle, pack, mark, and ship the Products or Software in accordance with Buyer's packing specifications (or, if none are applicable, in accordance with best commercial practice). Shipments will be made by the carrier and method specified in this Order. If the purchaser order specifies that a shipment is EXW or FCA (as defined in Incoterms 2010), Buyer will be responsible for freight charges to the destination designated in the purchaser order. Any costs

incurred by Buyer as a result of Vendor's failure to comply with Buyer's routing instructions shall be borne by Vendor.

5.2 All Products shall be packed, packaged, marked, and otherwise prepared for shipment in a manner that is (i) in accordance with good commercial practice, (ii) acceptable to common carriers for shipment at the lowest rate for the particular products and in accordance with government regulations and (iii) adequate to ensure safe arrival of the Products at the named destination and for storage and protection against weather. Vendor shall mark all containers with necessary lifting, handling and shipping information and also the name of consignee and consignor and Buyer Order number. An itemized packing list (sheet) must accompany each shipment.

6. Inspection. Vendor will permit, and cause its subcontractors to permit, Buyer, its direct or indirect customers, their respective representatives and any government representatives ("Representatives") to witness and inspect Products or Services and any or all stages of their production or testing at any time at the facilities of Vendor or any of its subcontractors. Vendor will furnish, or cause to be furnished, without charge, all reasonable facilities and assistance for the safety and convenience of such persons in the performance of their duty. All Products and Services are subject to inspection and acceptance at Destination, notwithstanding any prior payments or inspection. Buyer may reject an entire lot based upon a sampling or inspect all units of the lot. Any such lot may be returned to Vendor for one hundred percent (100%) retesting at Vendor's cost. After the retesting, the lot may be re-inspected by Buyer. Buyer's acceptance is always conditional; Buyer may later reject Products or Services that exhibit or develop defects. In the event either party becomes aware that a hazard may exist in any Product and the defect is capable of causing death or bodily injury to any person or property damage ("Hazard"), that party shall immediately notify the other party. Vendor shall be responsible for any and all costs associated with a Hazard including the cost of affecting a recall of the Product, including but not limited to the reasonable out-of-pocket costs to Buyer.

7. Warranty. 7.1. Vendor represents, warrants and covenants that (a) the Products, Services and Software shall: (a) be new and free from defects in workmanship, material, manufacture, and design, and shall be free and clear of all liens, claims, encumbrances and other restrictions; (b) comply and conform with all of Buyer's instructions, specifications, statements in documentation and packaging, and any approved samples; (c) be merchantable, fit for the particular purpose, and sufficient for the use intended by Buyer. Vendor further warrants, represents and covenants that the purchase, sale, performance or license of the Products, Services and Software shall in no way infringe, misappropriate, or otherwise violate any copyright, trade secret, trademark, patent or other proprietary right of any third party. Additionally, Vendor represents, warrants and covenants that the Software: (e) is free from any programming errors; and (f) does not contain any malicious code, program or other internal component (e.g., computer virus, computer worm, computer time bomb, or similar component), which could damage, destroy or alter any computer program, firmware or hardware or which could, in any manner, reveal, damage, destroy, or alter any data or other information accessed through or processed by the Software in any manner. The warranties set forth as sections (e) and (f) shall not be affected by Buyer's modification of the Software, including source code, so long as Vendor can discharge any warranty obligations notwithstanding such modifications or following their removal by Buyer. Vendor warrants that it has disclosed to Buyer in writing the existence of any third-party software programming code, including, without limitation, open source code, that is included in or is provided in connection with the Products, Services, or Software, and that Vendor and the Products, Services, and Software are in compliance with all licensing agreements applicable to such third-party code. Additionally, Vendor will indemnify Buyer for any damages, costs, penalties or other amounts incurred by Buyer resulting from Vendor's breach of warranty, including any amounts paid by Buyer to its customers. The foregoing warranties are in addition to all other warranties, expressed or implied, and shall survive any delivery, inspection, acceptance, and payment by Buyer. Buyer's approval of Vendor's material or design shall not relieve Vendor of the warranties set forth herein. Vendor's warranty shall be effective for a period of time as set forth in the purchase order, or if no such period is stated, for five (5) years from the date of Buyer's acceptance. This warranty shall run to Buyer's customers and users of its products.

7.2. If any Product, Service or Software (including any rejected lot) does not conform to all requirements of this Order ("Noncomplying Product"), Buyer may, at its option, (i) require Vendor to deliver replacement or repaired Products or Software or conforming Services to Buyer no later than ten (10) days after Buyer's notice of noncompliance or (ii) repair or replace the Noncomplying Product and recover from Vendor Buyer's reasonable expenses of same (and Vendor hereby grants Buyer and its designees all rights, and agrees to provide all

information and technical data, necessary for any such repair). Repaired or replacement Products will be warranted by Vendor for the longer of (i) five (5) years from delivery to Buyer or (ii) the remainder of the original warranty period.

8. Changes and Cancellations. By notice to Vendor, Buyer may reschedule Delivery Dates, change Destinations, or make any other changes (including changes to designs and specifications) with respect to this Order, or may cancel this Order, in whole or in part, at any time prior to delivery and acceptance. If any change by Buyer causes an increase or decrease in the cost of or the time required for performance of this Order, an equitable adjustment, as reasonably determined by Buyer, will be made to the Order price or delivery schedule, or both, and the Order will be modified in writing accordingly. Otherwise, Buyer's sole liability with respect to changes or cancellation will be to reimburse Vendor for the actual, reasonable and substantiated costs incurred by Vendor as a direct result of the change or cancellation that Vendor cannot recover either by shipping the Products to other customers within a reasonable time or by exercising other mitigation measures in a commercially reasonable manner. If so directed by Buyer, Vendor will deliver to Buyer or its designee all materials, work in process or completed items with respect to such Products and Services. Vendor will not make any changes in material, process or design with respect to any Products or Services.

9. Indemnity. 9.1. Vendor will defend any and all claims or allegations against Buyer, its subsidiaries, affiliates, officers, directors, employees, subcontractors, consultants, agents, successors, assigns, and customers ("Buyer Personnel") that: (i) the Products, Services or Software, or any portion thereof, on their own or in combination with other goods and services, infringe any third-party's patent, copyright, trademark, trade secret, mask work right or other intellectual property right; or (ii) the Products, Services or Software (in Vendor's possession) caused injury, death, or damages; or (iii) arise or are alleged to have arisen as a result of any negligent and/or intentional act or omission of Vendor or Vendor's subcontractors (of any tier), consultants, agents, officers, directors, or employees, or breach by Vendor of any term of this order. Vendor will indemnify and hold Buyer and Buyer Personnel harmless from and against any costs, damages and fees attributable to any such claims or allegations. Buyer shall: (a) notify Vendor promptly in writing of any such claims or allegations; (b) permit Vendor to answer and defend the claim using competent counsel acceptable to Buyer in its reasonable discretion; and (c) provide information and assistance reasonably necessary to enable Vendor to defend the claim (at Vendor's expense). Vendor's indemnification obligation includes, without limitation, payment of all attorney and other professional fees, costs of appeal, and other costs incurred in defending any such claims, as well as all amounts Buyer pays its customers as a result of Vendor's Products, Services or Software. Buyer will not settle any such claim or allegation without Vendor's prior permission, provided that such permission is not unreasonably withheld. Vendor may not enter into any settlement that imposes any obligation on Buyer or Buyer Personnel without Buyer's prior written consent. Vendor will not publicize or permit any third party to publicize any settlement of such claim or allegation without Buyer's written permission. If Vendor does not agree that the claim or suit is fully covered by this indemnity provision, then the parties agree to negotiate in good faith an equitable arrangement regarding the control of defense of the claim or suit and any settlement thereof consistent with Vendor's obligations hereunder. If a third party claims that the Products, Services or Software infringe an intellectual property right, or if the use of any Products, Services or Software is enjoined, or if Vendor believes that any Products, Services or Software is infringing, Vendor will promptly notify Buyer in writing and, at its own expense, exercise the first of the following remedies that is practicable: (i) obtain for Buyer from such third party rights with respect to the Products, Services or Software consistent with the rights granted to Buyer by Vendor under this order; (ii) modify the Products, Services or Software so they are non-infringing and in compliance with all applicable requirements and specifications; (iii) replace the Products, Services or Software with non-infringing versions that comply with the requirements of this order and all applicable requirements and specifications; or (iv) at Buyer's request, accept the cancellation of infringing Products, Services or Software and refund any amounts paid.

9.2. Vendor shall carry and maintain insurance coverage satisfactory to Buyer to cover Vendor's obligations set forth in subparagraph (a) above, and upon Buyer's request, shall furnish Buyer with evidence of such insurance in a form satisfactory to Buyer.

10. Non-Disclosure of Confidential Information. The existence and terms of this Order, any data, specifications, drawings, technology or other information or materials that relate to the business, technology, prospects, financial condition or other proprietary or confidential information of Buyer which Vendor may obtain from Buyer or otherwise discover, and all Vendor's information derived from or incorporating any of the foregoing shall be maintained by Vendor as confidential using the same degree of care that Vendor uses to

protect its own confidential information or materials (but no less than reasonable care) and shall be used only for purposes of performing pursuant to this Order. Vendor agrees not to use the name, logos or trademarks of Buyer or to quote the opinion of any Buyer employee in any advertising or otherwise without obtaining the prior written consent of Buyer. Absent a formal written agreement to the contrary, all data, specifications, drawings, technology, and other information or materials supplied to Buyer by Vendor will be provided to Buyer on a non-confidential basis and may be used and/or disclosed by Buyer without restriction.

11. Buyer Property; Intellectual Property Rights. 11.1. All tools, specifications, designs, or other property furnished by or paid for by Buyer in connection with this Order ("Buyer Property"), shall (a) be and remain Buyer's property, marked as such and kept segregated from other property; (b) be used only by Vendor and only in performance of this Order, (c) not be moved from Vendor's premises without Buyer's written consent, (d) not be affixed to real property, (e) be kept free of all liens, claims, encumbrances, and restrictions, and (f) not be modified or altered by Vendor or any other person. Vendor will bear all risk of loss or damage to Buyer Property and Vendor shall insure Buyer Property at Vendor's expense in an amount equal to the replacement cost with loss payable to Buyer until it is returned to Buyer. Upon Buyer's request Vendor will ship at Vendor's expense all Buyer Property in good condition, ordinary wear and tear excepted, DDP (Incoterms 2010) Destination. Vendor waives any legal or equitable rights or claims in connection with Buyer Property.

11.2. Vendor hereby assigns (and agrees to cause to be assigned) to Buyer, as a work-for-hire, all rights, title and interest in and to any and all intellectual property rights with respect to all writings, software, drawings, designs, expressions of ideas, or other copyrightable material, mask works, inventions, improvements, developments and discoveries (collectively, the "Ideas") made, conceived or reduced to practice by Vendor solely or in collaboration with others during the course of performance of this Order. The Ideas are the sole and exclusive property of Buyer, Vendor further agrees to promptly report in writing such Ideas to Buyer and to assist Buyer, at Buyer's expense, to enable Buyer to obtain, perfect, defend, and enforce its rights in and to all such Ideas, and in the execution of all applications, specifications, assignments, and all other instruments which Buyer shall deem necessary in order to apply for and obtain copyright protection, mask work registration and/or patent protection. Vendor hereby grants Buyer a perpetual, irrevocable, transferable, worldwide, non-exclusive, royalty-free right and license (with the right to sublicense) under its intellectual property rights to import, have imported, use, modify, display, sell, offer for sale and otherwise distribute and exploit products embodying any and all materials and inventions made, conceived or actually reduced to practice in connection with the performance of this Order, solely to the extent reasonably necessary for Buyer and its suppliers and customers to make their intended use of the Products, Services, and Software.

12. Epidemic Failure Event. 12.1. "Epidemic Failure Event" shall mean Product failures (i) having the same or similar cause, verified by the Vendor, by Buyer, or an independent third party on behalf of Buyer (ii) occurring within five (5) years after the date of delivery of the Product to Buyer (iii) resulting from defects in materials, workmanship, manufacturing process, design or failure to conform with the Buyer specifications, (iv) having a one-month failure rate equal to or in excess of the rate calculation defined as two times (2x) the most current, consecutive six-month (or any other mutually agreed upon, currently monitored duration) rolling average failure rate where the failure rate is calculated by dividing the number of unit failures by the unit population or installed base (Failure Rate = N unit failures / N unit population) ("Threshold Failure Rate"). The Threshold Failure Rate shall apply to all Products unless Buyer and Vendor have agreed in writing to an alternative metric for a particular Product. Upon occurrence of an Epidemic Failure Event, the remedies of Section 12.2 and 12.3, below, of this Order shall apply to the entire Product population affected or potentially affected by the root cause failure ("Affected Product").

12.2. Upon knowledge of an Epidemic Failure Event, Buyer shall notify Vendor, and provide, if known and as may then exist, a description of the failure, and the suspected lot numbers, serial numbers or other identifiers, and delivery dates, of the Affected Product. Upon written request from Vendor, Buyer shall also deliver or make available to Vendor samples of the failed Product for testing and analysis. Upon receipt of such Product from Buyer, Vendor shall promptly provide its preliminary findings regarding the cause of the failure. The parties shall cooperate and work together to determine the root cause. Thereafter, Vendor shall promptly provide the results of its root cause analysis, its proposed plan for the identification of and the repair and/or replacement of the Affected Product, and such other appropriate information. Vendor shall recommend a corrective action program, subject to Buyer's written approval, that identifies the Affected

Product for repair or replacement, and minimizes disruption to the end user. Upon Buyer's written approval, Vendor shall implement the corrective action program.

12.3. Upon occurrence of an Epidemic Failure Event, Vendor shall: (1) at Buyer's option: (i) either repair and/or replace the Affected Product at no cost to Buyer, or (ii) provide a credit or payment to Buyer in an amount equal to the cost to Buyer for qualified, replacement Product acceptable to Buyer; and (2) reimburse Buyer for all labor, equipment and processing costs incurred by Buyer or third parties in the implementation of the corrective action program, including test procedures, test equipment, the testing of Product, the cost of repairing and/or replacing the Affected Product, reasonable freight, transportation, customs, duties, insurance, storage, handling and other incidental shipping costs incurred by Buyer in connection with the repair and/or replacement of the Affected Product or other expenses relate to a product recall, and any amounts that Buyer is required to pay to its customers as a result of the Epidemic Failure Event to the extent attributable to the Product.

13. Limitation of Buyer's Liability. IN NO EVENT SHALL Buyer BE LIABLE FOR ANTICIPATED OR LOST PROFITS OR FOR SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. Buyer's TOTAL LIABILITY ON ANY CLAIM OF ANY KIND FOR ANY LOSS OR DAMAGE ARISING OUT OF OR IN CONNECTION WITH OR RESULTING FROM THIS ORDER OR FROM THE PERFORMANCE OR BREACH THEREOF SHALL IN NO CASE EXCEED THE PRICE ALLOCABLE TO THE GOODS OR SERVICES OR UNIT THEREOF WHICH GIVES RISE TO THE CLAIM. Buyer EXPLICITLY REJECTS, AND SHALL NOT BE LIABLE FOR, ANY CANCELLATION CHARGES, LATE FEES, PENALTIES, OR LIQUIDATED DAMAGES.

14. Compliance with Laws. 14.1. Vendor shall comply with all federal, state, local and governmental agency laws, ordinances, rules and regulations in the manufacture and sale of the Products and in the performance of the Services covered in this Order, including, without limitation, anti-corruption laws, import or export laws, environmental laws, and any other laws that govern Buyer's purchase, use, sale, or distribution of Vendor's Products, Services, or Software as, or as part of, a Buyer product (such as those that implement European Union Directive 2002/95/EC). Without limiting the generality of the foregoing: (a) Vendor warrants that no law, rule or ordinance of any government has been violated in the development, manufacture, export, import, sale, or provision of the Products, Services, or Software, and will defend and hold Buyer and Buyer Personnel harmless from loss, cost or damage as a result of any such actual or alleged violation. Upon written request by Buyer, Vendor agrees to execute and furnish a certification of compliance, which may be on Buyer's form and which shall certify compliance with any applicable laws or regulations; (b) Vendor shall procure, maintain and pay for adequate workers' compensation coverage, including employer's liability covering its employees; (c) Vendor shall comply with the applicable laws and requirements of the United States, including without limitation, the requirements of the United States Foreign Corrupt Practices Act; (d) Vendor is and will remain in full compliance with all applicable export and import laws, regulations, orders, and policies (including, but not limited to, securing all necessary clearance requirements, export and import licenses and exemptions from, and making all proper filings with appropriate governmental bodies and/or disclosures relating to the release or transfer to non-U.S. nationals of technology and software in the U.S., or outside the U.S., release or transfer of technology and software having U.S. content or derived from U.S.-origin software or technology). Vendor will use its best efforts to comply with applicable supply chain security recommendations issued by applicable governments and industry standards organizations. Vendor will not export, directly or indirectly, any technology, software or commodities of U.S. origin or having U.S. content provided by Buyer or their direct product to any of the countries or to nationals of those countries, wherever located, listed in U.S. export regulations, as modified from time to time, unless authorized by appropriate government license or regulations. Vendor will further comply with Buyer's Supplier Code of Conduct (the "Code"). The current version of this Code is available upon request and posted at www.cypress.com. As Buyer may modify this Code at any time, Vendor shall periodically review the current version of the Code. Vendor agrees to comply with the equal opportunity and affirmative action requirements set forth in 41 CFR §§ 60-1.4(a), 60-741.5(a), and 60-250.5(a), if applicable.

14.2. "Conflict Minerals" is defined in the United States Dodd-Frank Wall Street Reform and Consumer Protection Act §1502, implementing legislation and rules. Vendor shall use due diligence to comply with all Conflict Minerals legal requirements, including similar laws in other jurisdictions. Conflict Minerals include gold (Au), tantalum (Ta), tungsten (W) and tin (Sn) sourced from areas identified as conflict regions, including the Democratic Republic of the Congo (DRC) and Central Africa. Vendor represents and warrants

that no Conflict Minerals, nor any other materials that originated in any conflict region that were determined to be funding conflict and/or human rights abuses, are present in any Product. For purposes of making such representation and warranty, Vendor will use due diligence protocols, standards, and procedures that meet or exceed the reasonable country of origin inquiry described in the United States Securities and Exchange Commission rules and the relevant best practices developed by industry. Vendor shall indemnify, defend, and hold harmless Buyer and Buyer Personnel from and against any and all potential demands, claims, actions, causes of action, proceedings, suits, assessments, losses, damages, liabilities, settlements, judgments, fines, penalties, interest, costs and expenses (including fees and disbursements of counsel) of every kind which arise out of any Product's actual or alleged Conflict Minerals content or Vendor's noncompliance with this Section 14.2. Vendor shall further assist Buyer with any requests for information, certifications, or other similar documents as Buyer may reasonably request to ensure the Products' and Vendor's compliance with this Section 14.2 and shall notify Buyer promptly upon discovering or having reason to believe that any Product fails to comply with the representation and warranty in this Section 14.2.

14.3. The Electronic Industry Citizenship Coalition® (EICC®) Code of Conduct ("EICC Code") establishes standards to ensure that working conditions in the electronics industry supply chain are safe, that workers are treated with respect and dignity, forced and child labor prohibitions are instituted, and that business operations are environmentally responsible and conducted ethically. Vendor acknowledges that Buyer desires to have its supply chain to comply with the EICC Code, and Vendor warrants that it complies or that it is using reasonable efforts to comply with the EICC Code. Vendor will promptly notify Buyer in writing if at any time it does not comply with the foregoing warranty.

14.4 Data Privacy and Security - Each party to this agreement acknowledges that it may receive personal and/or confidential data of the other party's employees or customers ("Personal Data"), either in written form, in electronic files, via computer, or at a meeting. All Personal Data related to individuals may be covered by local data protection laws. Each party shall adhere to the data protection laws applicable in the regions in which it conducts business, regardless of the location of its headquarters, and will access, use, store, transmit, disclose, and dispose of Personal Data only in accordance with such laws. Personal Data is also deemed to be confidential information, and as such is subject to the restrictions on use and disclosure in this agreement. Each party agrees that it will implement information security measures that follow best industry practices which are sufficient to prevent unauthorized access to Personal Data by its employees or others. Each party will notify the other party promptly of any unauthorized use of, disclosure of, or access to the disclosing party's Personal Data.

15. Government Contracts. If the Products, Services or Software are to be used by Buyer in the performance of a government contract or subcontract, those clauses of the applicable government procurement regulations (including Executive Orders promulgated thereunder) that are required by federal law to be included in government contracts or subcontracts will be deemed to apply to this Order and will be incorporated by reference. The clauses so incorporated applying to Vendor, as though Vendor were a prime contractor, will be interpreted in such manner as will enable Buyer to meet its obligations arising out of the government contract or subcontract.

16. General Provisions. Vendor shall assign no right or obligation under this Order (including the right to receive monies due hereunder) without the prior written consent of Buyer, and any purported assignment without such consent shall be void. Vendor may not subcontract for completed articles or major components without Buyer's prior written consent. Buyer may assign this Order at any time upon notice to Vendor. The failure of Buyer to enforce at any time any of the provisions of this Order, to exercise any election or option provided herein, or to require at any time performance by Vendor of any of the provisions herewith shall in no way be construed to be a waiver of any such provisions, or the right of Buyer thereafter to enforce each and every such provision. Vendor warrants that it has not offered or given and will not offer or give to any employee, agent or representative of Buyer any gratuity with a view toward securing any business from Buyer or influencing such person with respect to the terms, conditions or performance of this Order or any contracts with Buyer. Vendor and Buyer are independent contractors; neither is an agent or employee of the other or has any authority to assume or create any obligation or liability of any kind on behalf of the other. Any provision of this Order that is invalid or unenforceable under applicable laws with respect to a particular party or circumstance will be severed from this Order with respect to such party or circumstance without invalidating the remainder of this Order or the application of such provision to other persons or circumstances. The term "including" means "including without limitation." The headings used in this Order have no legal effect.

17. Applicable Law. This Order shall be governed by and construed in accordance with the laws of the State of California. Services and Software provided hereunder shall be deemed to be "goods" within the meaning of the California Uniform Commercial Code. The provisions of the United Nations Convention on the International Sale of Goods shall be excluded without regard to principles of conflicts of law. Further, Buyer and Vendor hereby irrevocably consent to the exclusive jurisdiction of the courts of the State of California and the federal courts situated in the State of California, in connection with any action brought by either party arising under or related to this Order.

18. Import/Export Requirements. Vendor will certify to, and mark Products and packaging with, the country of origin for each Product so as to satisfy the requirements of customs authorities of the country of receipt and any other applicable laws. If any Products are imported, Vendor will, at Buyer's request, either (i) allow Buyer to be the importer of record or (ii) provide Buyer with any documents required to prove importation and to transfer duty drawback rights to Buyer.

19. Disputes; Default; Remedies; Attorneys' Fees; Survival. 19.1. Notwithstanding anything to the contrary in this Order, in the event (a) Vendor fails to comply with any of the terms and conditions herein, (b) Vendor fails to provide Buyer, upon request, with reasonable assurances of performance, or (c) Vendor makes an assignment for the benefit of its creditors, a receiver is appointed for Vendor, or any bankruptcy or insolvency proceedings are instituted by or against Vendor, Buyer may (x) consider the same a breach of contract by Vendor, (y) terminate this Order in whole or in part, without any liability or obligations to Vendor, and (z) obtain products or services similar to the Products or Services upon such terms and in such manner as Buyer reasonably deems appropriate, and Vendor will reimburse Buyer upon demand for all additional costs, direct or indirect, incurred by Buyer in procuring same.

19.2. Except as may be otherwise provided in this Order or any agreement, the rights or remedies of Buyer hereunder are not exclusive, and Buyer shall be entitled alternatively or cumulatively, subject to the other provisions of this Order, to damages for breach, to an order requiring specific performance or to any other remedy available at law or in equity. Termination of this Order will not affect any of the parties' rights or obligations that are either (i) vested as of such date or (ii) intended by the parties to survive termination, including those obligations set forth in Sections 1, 3, 4, 7, 9, 10, 11, 12, 13, 16, 17, 19, 20, and 21 of this Order.

20. Entire Agreement. This Order constitutes the entire integrated agreement between Vendor and Buyer with respect to such Products, Services and Software purchased hereunder and supersedes all prior written or oral understandings or agreements relating to the same. In the event of any conflict between the terms herein and the terms in the purchase order, the terms in the purchase order will govern. No modification of this Order will be binding on Buyer unless set forth in an agreement specifically referencing this Order and signed by an authorized agent of each party.

21. Buyer's Protection in Connection with Work Performed on its Premises. While Vendor is on Buyer's premises, Vendor shall comply with Buyer's site policies, procedures, and programs relevant to Vendor's provision of Products, Services and/or Software. Vendor shall further take such steps as may be reasonably necessary to prevent personal injury or property damage during any work hereunder that may be performed by any employees, agents or subcontractors of the Vendor on Buyer's premises, and Vendor shall indemnify, hold harmless and defend Buyer from and against all loss, liability, liens, claims and damages arising from or caused directly or indirectly by any act or omission of such agents, employees or subcontractors of Vendor.