1. APLIICATION: The terms and conditions in this document apply to all purchase orders issued by Cypress Semiconductor Corporation or its subsidiaries ("Cypress" or "Buyer"). This document and the purchase order are collectively referred to as the "Order". The products and services to be provided under the Order are collectively referred to as the "Products". The terms and conditions applicable to the Order shall be as ordered by Seller in the Order and as defined in this document. The Seller's acceptance of the Order shall be deemed to be effective as of the date of the Order, unless otherwise specified by Seller. Cypress reserves the right to cancel any approved purchase orders if Buyer does not provide Cypress with the notification required by this Agreement within the time period specified. If Buyer fails to notify Cypress of its acceptance of the Order, Cypress's obligations under the Order shall be deemed to be terminated.

2. PRICE TERMS: Seller prices are defined in the attached Schedule. All prices are F.O.B. Seller's plant and are subject to change without notice. Buyer shall be responsible for all duties, tariffs, and taxes related to the sale of the Products, including, but not limited to, customs duties, value-added tax, and any other applicable taxes. Buyer shall be responsible for any and all other charges, fees, and expenses associated with the delivery of the Products, including but not limited to transportation, handling, insurance, and storage.

3. INVOICES: Buyer shall be invoiced in accordance with the order placed by Buyer. Invoices shall be prepared in accordance with accepted accounting practices and shall include all applicable taxes, duties, and fees. Invoices shall be submitted by Seller and Seller shall be responsible for the accuracy of the invoices submitted. Buyer shall have the right to withhold payment for any Products delivered under the Order if Buyer determines, in its sole discretion, that Seller has failed to deliver the Products in accordance with the terms of the Order.

4. PACKING AND SHIPMENT: Seller shall pack and ship Products in an adequate and safe manner to prevent damage in transit. Seller shall provide Buyer with an order confirmation that includes a detailed packing list and a bill of lading. Seller shall provide Buyer with all necessary shipping documents, including but not limited to invoices, packing lists, and delivery receipts. Seller shall provide Buyer with all necessary documents to facilitate the delivery of the Products, including but not limited to export permits, licenses, and fees.

5. TERMINATION: Either party may terminate the Order in whole or in part by written notice to the other party, provided that Seller may require Buyer to purchase all Products already delivered under the Order and paid for. Buyer shall pay all amounts owed to Seller under the Order, including interest on all outstanding amounts, after termination of the Order.

6. COMPLIANCE WITH LAWS: Buyer shall be responsible for compliance with all applicable laws, regulations, and orders, including but not limited to, export control laws, export licenses, and any other applicable laws and regulations. Buyer shall ensure that all Products delivered under the Order are in compliance with all applicable laws, regulations, and orders, and Buyer shall be responsible for any and all costs and expenses incurred in connection with the delivery of the Products.

7. GRIEVANCES: Buyer shall notify Seller in writing of any grievances related to the Products delivered under the Order. Seller shall have the right to inspect any Products delivered under the Order and to require Buyer to return any Products not in compliance with the terms of the Order.

8. TERMINATION FOR CONFESSION OF CONFIDENTIAL MATTER & PUBLICITY: Products purchased pursuant to Buyer's specifications or drawings shall not be quoted for sale to others without Buyer's prior written authorization. No specifications, drawings, samples or other data furnished by Buyer including any other information pertaining to Buyer's business, product developments, or marketing plans, shall be treated as confidential information by Seller. Buyer's property shall be returned promptly and Buyer's proprietary rights shall be protected at all times. Buyer shall be responsible for any and all costs and expenses incurred in connection with the delivery of the Products.

9. LICENSE: Seller shall provide Buyer with a copy of the current license agreement and Buyer shall not use the Products for any purpose other than as specified in the Order. Buyer shall not transfer or assign any rights or obligations under the Order without Seller's prior written consent.

10. SELLER'S PERFORMANCE: Seller shall perform all obligations under the Order in a professional and responsible manner. Seller shall use reasonable efforts to complete all obligations under the Order in a timely and efficient manner. Buyer shall pay all amounts owed to Seller under the Order, including interest on all outstanding amounts, after completion of the Order.

11. CANCELLATION: If Buyer cancels the Order, Buyer shall pay Seller for all Products delivered and all labor and services performed under the Order up to the date of cancellation

12. SEVERABILITY: If any provision of the Order shall be determined to be invalid or unenforceable, such determination shall in no way affect the validity and enforceability of the remainder of the Order.

13. LIMITATION OF LIABILITY: Seller shall not be liable for any damages, whether direct, indirect, special, or consequential, arising out of the sale of the Products. Seller shall not be liable for any loss or damage to property or persons arising out of the sale of the Products.

14. APPLICABLE LAW: The Terms and Conditions applicable to the sale of the Products shall be governed by the laws of the State of California, and any legal action relating to the sale of the Products shall be brought in the courts located in Santa Clara County, California.

15. COMPLIANCE WITH LAWS: Seller shall be responsible for compliance with all applicable laws, regulations, and orders, including but not limited to, export control laws, export licenses, and any other applicable laws and regulations. Buyer shall be responsible for any and all costs and expenses incurred in connection with the delivery of the Products.