10.4 In case the Services require the shipment of goods, the shipping-address is different to the billing address and the goods are subject to export authorization when being exported out of the relevant country. Supplier shall inform Infineon upon delivery accordingly and provide all necessary documentation, as required by the Incoterm (section 15.5.1) and the Export and Re-export Regulations. Supplier shall bear all related costs.

10.5 In case the purchase order requires the delivery of goods and services, the customs invoice of Supplier shall show the value of goods or services to be performed or to be performed. In the customs invoice, the services and goods shall be described in accordance with the actual performance of the Services.

11. Indemnity

11.1 Supplier shall indemnify Infineon against any and all losses, damages, costs, claims, demands, expenses and liabilities whatsoever which Infineon may incur whether directly, or as a result of:

i) personal injury or death of any person or in respect of any loss or destruction or damage to property arising out of or in connection with a damage or accident whether or not such damage or accident was solely caused by the Services or achieved results or Supplier has contributed thereto, as long as the damage or accident was not caused solely by Infineon;

ii) any proceeding in bankruptcy, reorganization or arrangement for the appointment of a receiver or trustee to take possession of Supplier's assets or any other proceeding under any law for relief from creditors shall be instituted by or against Supplier (and relevant proceeding is commenced within one year after the filing of such petition or similar proceeding), Supplier shall make an assignment for the benefit of its creditors. In such a case Supplier shall be entitled to use available equipment or Deliverables and any Utility Marks which have already been provided by Supplier in order to continue the work, in return for appropriate payment.

12. Termination of Agreement

12.1 Infineon may, in its sole discretion, terminate each contract at any time in whole or in part upon thirty (30) days, and if the parties cannot agree within a reasonable time upon the termination or on a provision that meets the economical intention of the invalid or unenforceable provision.

13. Indemnity

13.1 Supplier shall indemnify Infineon against any and all losses, damages, costs, claims, demands, expenses and liabilities whatsoever which Infineon may incur whether directly, or as a result of:

i) any breach of any of the following by Supplier:

- a breach of any covenant, representation or warranty hereunder;
- any proceeding in bankruptcy, reorganization or arrangement for the appointment of a receiver or trustee to take possession of Supplier's assets or any other proceeding under any law for relief from creditors shall be instituted by or against Supplier (and relevant proceeding is commenced within one year after the filing of such petition or similar proceeding), Supplier shall make an assignment for the benefit of its creditors. In such a case Supplier shall be entitled to use available equipment or Deliverables and any Utility Marks which have already been provided by Supplier in order to continue the work, in return for appropriate payment.

- a breach of any of the following by Supplier:

14. Withholding Tax

14.1 Withholding tax, where applicable under the prevailing tax laws shall be deducted from the payment due to Supplier and the balance of the payment shall be remitted to Supplier. The tax withheld shall be paid to the tax authorities by Infineon on Supplier's behalf and the relevant tax receipts issued by the tax authorities shall be returned by Infineon to Supplier in due course.

15. Venue, Applicable Law

15.1 The Agreement shall be governed by and construed in accordance with the law in force in Japan without reference to its conflict of law provisions. The application of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 shall be excluded.

16. Miscellaneous

16.1 Supplier may not assign the Agreement, transfer its obligations or assign its rights hereunder without the prior written consent of Infineon.

16.2 Supplier understands that Infineon relies on the uninterrupted availability of the Services and the immediate delivery of Results, reports or information. Therefore, Supplier may only exercise any right of retention, if and to the extent its counterclaims are not disputed by Infineon or are finally awarded by a court of competent jurisdiction.

16.3 None of the rights and remedies granted to Infineon under the Agreement shall be exclusive and prevent Infineon from rights and remedies granted under the Agreement or governing law.

16.4 Supplier shall not make any public announcement, press release, industry trade magazine, announcement or other form of communication to the press regarding the collaboration with Infineon.

16.5 The provisions of the Agreement may not be modified, amended, nor waived, except by a written instrument duly executed by the parties. The requirement of written form itself can only be fulfilled if the agreement is reduced to writing.

16.6 The effectiveness of the Agreement shall not be impaired if any provision of the Agreement should be completely or partially invalid or unenforceable. In this case, the parties shall agree on a provision that meets the economical intention of the invalid or unenforceable provision.

16.7 The Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all previous communications, discussions, understandings, agreements and negotiations between the parties with respect to such subject matter hereof.