and Infineon accepts a worldwide, non-exclusive, transferable, timeless unlimited right of use (including the right to sublicense) with respect to such intellectual property rights as part of and/or underlying thereto with Infineon.

6.2 Results shall be delivered by Supplier upon request of Infineon or upon completion or termination of Service.

6.3 Supplier shall safeguard Infineon's ownership and/or license rights in the Results as per Section 6.1 towards its employees, subcontractors and/or any other third party participating in performing the Services as per Section 2.4.

7. Confidence, Site-Security, Data Protection and IT-Security

7.1 All information and data (including data on the Services and other information) exchanged between Supplier and Infineon shall be treated in confidence. Any person with access to such information shall remain in position to take related decisions or to introduce them.

7.2 Supplier shall immediately report to Infineon any information and instructions which might become known to Supplier which is necessary to perform the Service.

7.3 Supplier shall impose obligations according to this section upon its employees and upon those who perform any obligations whatsoever.

7.4 Supplier shall not disclose to a third party any Confidential Information provided by Infineon. This applies unless such information is disclosed by Supplier to a third party or published without the prior written consent of Infineon.

7.5 Supplier shall avoid and take all reasonable steps to avoid any close integration of its employees with Infineon.

7.6 Information and reports about Supplier's compliance with these requirements at no additional cost.

7.7 Information about the performance standards and the IT-processes, Supplier shall upon Infineon's and without notice to Supplier.

7.8 Supplier shall not disclose any Personal Data (including data on persons of personal nature) and the Infineon IT-processes, Supplier shall upon Infineon's and without notice.

7.9 Supplier shall immediately report to Infineon any information and instructions which might become known to Supplier which is necessary to perform the Service.

7.10 Supplier shall safeguard Infineon's ownership and/or license rights in the Results as per Section 6.1 towards its employees, subcontractors and/or any other third party participating in performing the Services as per Section 2.4.

7.11 Supplier shall safeguard Infineon’s ownership and/or license rights in the Results as per Section 6.1 towards its employees, subcontractors and/or any other third party participating in performing the Services as per Section 2.4.

8. Indemnification for Infringement of Proprietary Rights

8.1 Supplier guarantees that the Services and/or results (including its application by Infineon) do not infringe any third party intellectual property rights (including copyrights).

8.2 For Services, which are remunerated on time and expense basis, only such working hours shall be compensated for which Supplier has actually performed the Service, including the travel time and the applicable professional standards currently recognized by such profession. Supplier shall furthermore employ state of the art science and technology. While performing the Services, Supplier shall follow all agreed instructions, particularly those concerning the protection of Confidential Information, (personal) data or relating to site- or IT-security.

8.3 Supplier shall not transfer the performance of the contractual obligations to freelance subcontractors or to other third parties without prior written consent from Infineon.

8.4 Supplier shall at its cost provide sufficient insurance for securing any labour permits or licenses required by applicable law for performing the Service.

9. Duties of Infineon

9.1 On Supplier’s request, Infineon will provide Supplier with the Information necessary to perform the Service.

9.2 The type of pricing and type of effort (e.g. fixed price, time and expense) will be specified in the purchase order.

9.3 Supplier may from time to time agree upon updated versions of the Supplier IT Security Guide. Supplier shall, at the latest, within (eight) hours per week day) requires prior written permission of Infineon. Specific charges, e.g. a reasonable need to know that Confidential Information for the performance of the Service shall be treated by Supplier as confidential and shall not be disclosed by Supplier to a third party or published without the prior written consent of Infineon.

9.4 If the Acknowledgment of Order differs from the purchase order, it shall be binding on Infineon only if and to the extent he has accepted such Acknowledgment of Order in writing. Any written receptions of Supplier from Infineon with conditions or which have been accepted by Infineon in writing. The acceptance of Supplier of the services, even any nature (“Deliverables”) or of the payments shall not imply acceptance of any conditions.

9.5 Infineon is entitled to accept offers issued by Supplier within 3 (three) weeks from their receipt, or Supplier specifies a longer period for its offer.

9.6 If Supplier fails to confirm or reject the purchase order within said time period. The purchase order together with the Acknowledgment of Order shall be deemed final agreement by both parties to be bound by and comply with all terms and conditions of such purchase order. Supplier shall, if Supplier anticipates or believes that it is unable to meet the dates and time limits set forth in the purchase order, Supplier shall inform Infineon without delay in writing if Supplier anticipates or believes that it is unable to meet the dates and time limits set forth in the purchase order. Supplier shall inform Infineon without delay in writing if Supplier anticipates or believes that it is unable to meet the dates and time limits set forth in the purchase order. Supplier shall inform Infineon without delay in writing if Supplier anticipates or believes that it is unable to meet the dates and time limits set forth in the purchase order.

9.7 Supplier shall confirm its agreement to the purchase order within (five) working days upon receipt of the purchase order. Supplier shall cancel the purchase order within (five) working days upon receipt of the purchase order. Supplier shall confirm or reject the purchase order within said time period. The purchase order together with the Acknowledgment of Order shall be final agreement by both parties to be bound by and comply with all terms and conditions of such purchase order. Supplier shall, if Supplier anticipates or believes that it is unable to meet the dates and time limits set forth in the purchase order, Supplier shall inform Infineon without delay in writing if Supplier anticipates or believes that it is unable to meet the dates and time limits set forth in the purchase order.
entitled to deliver such products, unless Infineon expressly agreed to such deliveries in advance.

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 relevant shipping data, as in such case Infineon shall act as Exporter of Records (EOI) according to the applicable customs and export control laws.

10.5 Unless the Incoterm DDP is agreed, Infineon is responsible for the performance of the import customs clearance. In such case, Infineon will not refund fines or Supplier's service provider any customs duties or service fees when importing or exporting goods. In case the Incoterm DDP is agreed, Supplier is responsible for the export and the import customs clearance and shall bear all related costs.

10.6 In case the purchase order refers to the delivery of goods and services, the customs invoice of Supplier shall show the value of goods separately from the value of the services performed or to be performed. In the customs invoice, the services and goods shall be described in detail, including the place of performance. In case Supplier cannot show the value of goods and services separately in the customs invoice, Supplier shall supply the goods according to the Incoterm DDP.

11. Compliance with Laws; Corporate Social Responsibility; Audit

11.1 Supplier shall comply with all laws, rules and regulations applicable (including in the country of origin, country of receipt, country of shipment, and in the Infineon-identified country of destination, if provided) to the Services to be performed under the Agreement, including without limitation laws, rules, and regulations regarding labor standards, safety and health, and protection of the environment. In addition, Supplier shall ensure that third parties according to Section 2.4 comply with these laws, rules, and regulations.

11.2 Supplier shall ensure that:
   i) Supplier timely pays statutory minimum wages;
   ii) Supplier does not use any subcontractor that does not timely pay statutory minimum wages;
   iii) Neither Supplier nor its subcontractor uses a temporary employment agency that does not timely pay statutory minimum wages; and
   iv) Neither Supplier nor its subcontractor is excluded from public procurement procedures.

11.3 Furthermore, Supplier shall comply with the currently applicable version of the Supplier Code of Conduct of Infineon available on Infineon's website through the following link: www.infineon.com/procurement. Infineon will notify Supplier in written or electronic form (e.g. through a web tool) of any updated applicable version of the Supplier Code of Conduct. Such update shall be deemed to have been agreed by Supplier unless Supplier sends the objection to such update (including an explanation of such objection) in written or electronic form to Infineon within 15 (fifteen) working days upon its receipt. Supplier shall respect the principles of the UN Global Compact.

11.4 Infineon and/or any third party authorized by Infineon shall be entitled to conduct audits at Supplier's premises and production sites in order to verify Supplier's compliance with the requirements according to this Section 11.

11.5 In addition to Section 11.4 Supplier shall support any review, audit or investigation duly requested by the European Commission, European Court of Auditors and/or the European Anti-Fraud Office.

12. Termination of Agreement

12.1 Infineon may, in its sole discretion, terminate each contract at any time in whole or in part upon at least 5 (five) days prior notice to Supplier, even if the purchase order specifies a certain term.

12.2 Infineon shall remunerate only those efforts of Supplier that were made until the termination becomes effective.

13. Venue, Applicable Law

13.1 The Agreement shall be governed by and construed in accordance with the law in force in England and Wales 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. Nothing in the Agreement is intended to grant to any third party any right to enforce any term of the Agreement or to confer on any third party any benefits under the Agreement for the purposes of the Contracts (Rights of Third Parties) Act 1999 and any re-enactment thereof, the application of which is hereby expressly excluded.

13.2 The exclusive place of jurisdiction for all legal disputes arising out of or in connection with the Agreement shall be London. However, nothing in the Agreement shall preclude either Party from seeking interim measures of protection in any court of competent jurisdiction.

14. Miscellaneous

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

14.2 Supplier understands that Infineon relies on the uninterrupted availability of the Service and the immediate delivery of Results, reports or information. Therefore, Supplier may only exercise any right of retention, if and to the extent
   i) its counterclaims are not disputed by Infineon or are finally awarded by a court of competent jurisdiction, and
   ii) Supplier has notified such retention in writing at least ten days in advance. Additionally, Supplier may exercise any rights or remedies it may have in connection with or as a result of any dispute with Infineon only in relation to such individual Service, which gives cause to any such dispute.

14.3 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.

14.4 Supplier shall not make any public announcement, press release, industry trade magazines announcement or other form of communication to the press regarding the collaboration between Infineon and Supplier without Infineon's prior written consent.

14.5 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 waived by mutual written agreement.

14.6 The effectiveness of the Agreement shall not be impaired if any provision of the Agreement becomes 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.

14.7 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.