

General Terms and Conditions for the Provision of Services

In case Service Provider performs work and services („Services“) according to a Purchase Order (as defined below) of Infineon Technologies Dresden GmbH & Co. KG or of any other entity or body corporate that is affiliated with Infineon Technologies Dresden GmbH & Co. KG in the sense of section 15 AktG (German Corporation Act) (collectively: „Infineon“), independently of whether such Services have their main focus on the achievement of a result or on the mere performance of the Service itself, such Services are exclusively subject to the following terms and conditions („GTCs“), unless from time to time agreed upon otherwise between the parties:

I. Conclusion of Contract

1. Infineon's offers or the acceptance of Service Provider's offers will be made by Infineon in writing by its standard purchase order documents („Purchase Order“).
2. Service Provider shall either reject or confirm in writing („Acknowledgement of Order“) a Purchase Order of Infineon within 5 (five) working days upon receipt of such Purchase Order. If Infineon receives from Service Provider neither a confirmation nor an objection within the time period set forth above, the Purchase Order shall be deemed to be confirmed by Service Provider. Infineon shall be entitled to cancel the Purchase Order within 5 (five) working days upon receipt of the Purchase Order by Service Provider if Service Provider fails to confirm or reject the Purchase Order within said time period.
3. Infineon is entitled to accept offers issued by Service Provider within 3 (three) weeks from their receipt, unless Service Provider specifies a longer time period for its offer.
4. No conflicting or other terms or conditions, notably Service Provider's general terms and conditions, do apply even where Service Provider has performed or initiated to perform Services without explicitly rejecting any such terms and conditions.

II. Scope and Nature of Service

1. The Service to be provided, its nature and its requirements to be met shall be described in the Purchase Order.
 - a. Unless agreed otherwise in the Purchase Order, Service Provider bears the risk that the Service meets all the requirements set forth in the Purchase Order and requires acceptance by Infineon.
 - b. Should the Purchase Order explicitly specify that Infineon bears the risk of meeting the requirements of the Service and the remuneration is based on the provision of the agreed resources, the parties may specify Service levels in the Purchase Order with certain portions of such remuneration being based on bonus/malus principles.
2. Service Provider, its employees and any subcontractors as per item 4. of this section, is an independent contractor. Nothing contained in these GTCs or in any Purchase Order shall be deemed to create a relationship between Infineon and Service Provider of employer and employee, of principal and agent or of a partnership. Further, Service Provider is not authorized to and shall not at any time attempt to act, or act on behalf of Infineon and to bind Infineon in any manner whatsoever to any obligation whatsoever.
3. The Service shall be performed in a workmanlike and professional manner by Service Provider having a level of skill in the area commensurate with the requirements of the Service to be performed and the applicable professional standards currently recognized by such profession. Service Provider shall furthermore employ state of the art science and technology. While performing the Services, Service Provider shall observe Infineon's Service related instructions, particularly those concerning the protection of Confidential Information, (personal) data or relating to site- or IT-security.
4. Service Provider shall not transfer the performance of the contractual obligations to freelance subcontractors or to other third parties without prior written consent from Infineon. Service Provider shall provide at its cost and be responsible for securing any labour permits or licenses required by applicable law for performing the Service.

III. Duties of Infineon

1. Upon Service Provider's request, Infineon will provide Service Provider with the information necessary to render the Services.
2. Apart from the provision of information as described in item 1. of this section, any items not explicitly specified in the Purchase Order as an Infineon provided item, shall be regarded as an item to be provided by Service Provider. Therefore, Infineon will provide items such as test data, documentation, computing time, software or hardware facilities only if and to the extent explicitly specified in the Purchase Order.

3. Any item identified in the Purchase Order as an Infineon provided item shall be deemed to be 'as is' without any warranty and Service Provider shall not rely on it. However, a reasonable time extension shall be granted to Service Provider, if Service Provider's delay is attributable to the Infineon provided item.
4. Infineon reserves the ownership to any Infineon provided item. All Infineon provided items are to be returned to Infineon upon Infineon's request or upon completion or termination of the applicable Service, unless otherwise specified in the Purchase Order.

IV. Rules of Co-operation

1. For each Service the Service Provider shall nominate in writing a representative who is well experienced to give information and support for the performance of the Service and who shall be in the position to take related decisions or to introduce them.
2. Infineon shall provide only Service Provider's named representative with all information and instructions necessary to perform the Service and shall not issue any instructions to others of Service Provider's employees. Should Service Provider require additional information, Service Provider shall inform Infineon immediately.
3. Service Provider shall at Infineon's request and at any time:
 - a. report to Infineon the computing resources used;
 - b. give Infineon the opportunity to inspect all organisational and technical security measures concerning personal data, should the Purchase Order relate to such data;
 - c. report to Infineon in writing to a reasonable extent on the current status of the Services to be rendered;
 - d. allow Infineon to review all records concerning Services already rendered as well as Services to be rendered;
 - e. provide Infineon with the opportunity of meeting Service Provider's employees working on the Purchase Order for an exchange of information and experience.

V. Dates, Timelines and Liquidated Damages

1. Service Provider shall perform all Services in accordance with the dates and time-limits set forth in the Purchase Order. Service Provider shall inform Infineon without delay in writing if Service Provider anticipates or becomes aware of any failure to meet any date or timeline.
2. Service Provider acknowledges that time is of the essence and, therefore,
 - a. Infineon may at any time request Service Provider to assign without additional charge such additional resources as necessary to come in line again with the agreed dates and timelines;
 - b. the following liquidated damages for each failure of Service Provider to meet a date or timeline shall apply, unless otherwise agreed in the Purchase Order:
Except for delays caused solely by Infineon, Service Provider shall be subject to liquidated damages in the amount of 1% (one percent) of the value of the associated Purchase Order for each week of the delay of any date or timeline. Total liquidated damages shall not exceed a maximum amount of 10% (ten percent) of the value of the associated Purchase Order. Service Provider shall have the right to prove that no damage or less damage is caused by the delay.

VI. Rights to the Results

1. All results (regardless of their form) achieved in the course of and/or in connection with the Service Provider's Services including all intellectual property rights (including copyrights) („Results“) shall become the sole property of Infineon at the moment the Results are created. Service Provider transfers and assigns to Infineon and Infineon accepts all right, title and interest in and to the Results. If and to the extent the Results are protected by copyright and if for legal reasons Infineon cannot become the owner of such copyright, Service Provider grants to Infineon and Infineon accepts a worldwide, exclusive, transferable, unrestricted and timely unlimited right of use (including the right to sublicense) for all known types of use. If and to the ex-

tent the Results make use of pre-existing intellectual property rights (including copyrights) of Service Provider, its subcontractors and/or any other third party participating in performing the Services as per item 4. of section II. of these GTCs, Service Provider grants to Infineon and Infineon accepts a worldwide, non-exclusive, transferable, timely unlimited right of use (including the right to sublicense) with respect to such intellectual property rights as part of and/or in connection with the Results.

2. Results shall be delivered by Service Provider upon request of Infineon or upon completion or termination of Service.
3. Service Provider shall safeguard Infineon's ownership and/or license rights in the Results as per item 1. of section VI. of these GTCs towards its employees, subcontractors and/or any other third party participating in performing the Services as per item 4 of section II. of these GTCs.

VII. Confidentiality, Site-Security, Data Protection and IT-Security

1. All information provided by Infineon to Service Provider as well as any advice, data and information including but not limited to the Results developed by Service Provider under a contract ("Confidential Information") shall be treated by Service Provider as confidential and shall not be disclosed by Service Provider to a third party or published without the prior written consent of Infineon. Service Provider will limit the disclosure of Confidential Information to those of its employees who have a reasonable need to know that Confidential Information for the performance of the Service and who shall be bound to confidentiality by their employment agreements or otherwise. The obligations as per this item 1. shall survive any termination or completion of the Services, however, shall not apply to any Confidential Information which
 - a. Service Provider can demonstrate, is already in the public domain or becomes available to the public through no breach by Service Provider of this item;
 - b. was rightfully in Service Provider's possession without confidentiality obligation prior to receipt from Infineon as proved by Service Provider's written records;
 - c. can be proved to have been rightfully received by Service Provider from a third party without confidentiality obligation;
 - d. is independently developed by Service Provider as proved by its written records.
 - e. is required to be disclosed by law or the rules of any governmental organisation.
2. Service Provider's access to Infineon sites, networks and computing facilities requires Infineon's prior written consent. Any such access may be used only for the purpose of performing the Services. Service Provider shall comply with all Infineon security and access requirements and shall request to be informed of the current version of such requirements before such access is being granted. Service Provider shall avoid and take all reasonable steps to avoid any close integration of its employees or subcontractors into the Infineon organization and daily work processes. Service Provider shall comply with Infineon's Supplier IT Security Guide available under <http://www.infineon.com/dbwi>. Infineon will notify Service Provider in written or electronic form (e.g. through a web tool) of any updated applicable version of the Supplier IT Security Guide. Such update shall be deemed to have been agreed by Service Provider unless Service Provider 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.
3. In as much as Service Provider has access to data of personal nature in connection with its Service, Service Provider shall observe the applicable data protection laws and shall enable Infineon to obtain information and reports about the Service Provider's compliance with these requirements at no additional cost. In case Service Provider processes data of personal nature for Infineon as part of the Service, Infineon may request from Service Provider to stipulate a separate written agreement on the processing of data of such personal nature.
4. Applicable law (including but not limited to German Corporation Law, US Sarbanes-Oxley Act) requires Infineon to certify security of Infineon data (with or without personal nature) and the Infineon IT-processes. Service Provider shall upon Infineon's request and without additional costs to Infineon provide Infineon with information and reports demonstrating that Service Provider

has controls and safeguards in place designed to achieve the applicable requirements and objectives.

5. Service Provider shall impose obligations according to this section upon its employees and upon those subcontractors or third parties who are involved in the performance of the Services as per item 4. of section II. of these GTCs.

VIII. Indemnification for Infringement of Proprietary Rights

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

IX. Remuneration, Invoicing and Payment Terms

1. The type of pricing and type of effort (e.g. fixed price, time and expense) will be specified in the Purchase Order.
 2. For Services, which are remunerated on time and expense basis, only such working hours shall be compensated for as is documented on Service Provider's monthly activity sheets or via other documentation as may be specified in a Purchase Order, and countersigned by Infineon's project manager or his representative. Overtime (defined as working hours in excess of 8 (eight) hours per week day) requires prior written permission of Infineon. Specific charges, e.g. for work on Sundays or public holidays, shall not be compensated. Travel time resulting from journeys by a Service Provider's employee of between the employee's workplace/residence and the location of work is not considered to be working time.
 3. Unless agreed otherwise, the agreed fees and prices shall be effected within 21 (twenty-one) days less 3 % (three percent) discount or 30 (thirty) days net from receipt of a written invoice or acceptance, whichever occurs later, unless otherwise agreed in the Purchase Order. In case the parties provide for in such Purchase Order for any payment prior to any acceptance of Infineon, such payment shall be regarded as advance payment and be subject to refund, in case Infineon refuses acceptance. Service Provider shall have no right to receive any advance payment, unless explicitly agreed in the Purchase Order. Infineon is using an electronic invoicing system. Service Provider is obliged to use this invoicing system for the invoices on its own costs. Infineon will inform Service Provider about all requirements of electronic invoicing.
 4. The remuneration agreed upon in the Purchase Order covers all Services to be rendered by Service Provider according to the Purchase Order.
 5. Any prices and charges include all taxes, customs duties or other charges levied against the prices or charges by governmental authorities unless otherwise specified in a Purchase Order.
 6. Infineon shall not be required to pay for travel and accommodation expenses to the Service Provider, unless such expenses agreed upon by Infineon in writing and conform to Infineon's current corporate travel guidelines. The invoices shall list travel/accommodation expenses separately when applicable.
- #### **X. Export Control and Customs**
1. Service Provider shall inform Infineon before or on delivery about any applicable export or re-export restrictions and regulations and the applicable export control classification numbers (including the ones for the USA) applicable to the products, information, software or technology supplied by Service Provider. In addition, Service Provider shall inform Infineon of any documents to be provided by Infineon, such as an end-use certificate, without undue delay after conclusion of the contract. Service Provider shall implement effective measures to ensure compliance with the applicable anti-terrorism regulations and foreign trade and payments laws. Service Provider shall provide Infineon before or on delivery with any customs data required in accordance with applicable customs and trade related laws and regulations requiring, amongst other things, clear product descriptions, Harmonized System Codes (HS Codes), country of origin (in the two digit ISO code) and customs value. Such data shall be provided on every invoice. Service Provider shall further provide a declaration of preferential treatment, if applicable to the products.
 2. Upon request of Infineon Service Provider shall provide Infineon with a long term shippers declaration concerning the requested supplies and services. Service Provider shall be liable for the correctness of all provided data. If through governmental anti-dumping measurements penalty duties are imposed on supplies of products upon the import in the receiving country, Service

Provider shall not be entitled to deliver such products, unless Infineon expressly agreed to such deliveries in advance.

3. 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, Service Provider shall inform Infineon upon delivery accordingly and provide all relevant shipping data, as in such case Infineon shall act as Exporter of Records (EOR) according to the applicable customs and export control laws.
4. Unless the Incoterm DDP is agreed, Purchaser is responsible for the performance of the import customs clearance. In such case, Purchaser will not refund Supplier 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 the export and the import customs clearance and shall bear all related costs.
5. 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.

XI. Compliance with Laws; Corporate Social Responsibility

1. Service Provider shall provide any Services to be performed under the contract in compliance with all applicable laws, rules and regulations, including without limitation laws, rules, and regulations regarding labor standards, safety and health, and protection of the environment. In addition, Service Provider shall ensure that third parties according to item 4. of section II. of these GTCs comply with these laws, rules, and regulations.
2. Service Provider shall ensure that
 - a. Service Provider timely pays statutory minimum wages;
 - b. Service Provider does not use any subcontractor that does not timely pay statutory minimum wages;
 - c. Neither Service Provider nor its subcontractor uses a temporary employment agency that does not timely pay statutory minimum wages; and
 - d. Neither Service Provider nor its subcontractor is excluded from public procurement procedures.

Upon Infineon's request Service Provider has to provide documentation in this regard. In case of a breach of any of the above mentioned obligations Infineon is – notwithstanding any other rights - entitled to request Service Provider to fulfill the above mentioned obligations within a reasonable time period determined by Infineon and upon unsuccessful expiration of such deadline terminate this Agreement.

3. Furthermore, Service Provider shall comply with the currently applicable version of the Principles of Purchasing of Infineon available on Infineon's website through the following link: www.infineon.com/PoP. Infineon will notify Service Provider in written or electronic form (e.g. through a web tool) of any updated applicable version of the Principles of Purchasing. Such update shall be deemed to have been agreed by Service Provider unless Service Provider 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. Service Provider shall respect the principles of the UN Global Compact.

XII. Termination of Contract

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 Service Provider, even if the Purchase Order specifies a certain term.
2. Infineon shall remunerate only those efforts of Service Provider that were made until the termination becomes effective.

XIII. Governing Law and Place of Jurisdiction

1. These GTCs and any contract concluded hereunder shall be subject to and construed according to the substantive law in force in Germany without reference to its conflicts of laws provisions. The application of the United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 shall be excluded. If the English legal meaning differs from the German legal meaning of these GTCs, the German meaning shall prevail.

2. Jurisdiction on any dispute arising out of or in connection with the GTCs and any contract concluded hereunder (including but not limited to its conclusion, validity or termination) shall exclusively be held by the court of Dresden, Germany.

XIV. Miscellaneous

1. Service Provider may not assign any of its claims and rights against Infineon without prior written consent of Infineon.
2. Service Provider understands that Infineon relies on the uninterrupted availability of the Service and the immediate delivery of Results, reports or information as per sections IV., VI. and VII of these GTCs. Therefore, Service Provider may only exercise any right of retention, if and to the extent
 - a. its counterclaims are not disputed by Infineon or are finally awarded by a court of competent jurisdiction, and
 - b. Service Provider has notified such retention in writing at least ten days in advance.
 Additionally, Service Provider 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.
3. None of the rights and remedies granted to Infineon under these GTCs shall be exclusive and prevent Infineon from rights and remedies granted under governing law.
4. Additions and amendments to any contract concluded under these GTCs shall only be valid if made in writing and duly signed by the parties. The requirement of the written form itself can only be waived in writing.
5. If any provision of these GTCs or any contract concluded hereunder is held to be invalid, illegal or unenforceable under applicable law the remaining provisions shall continue to be in full force and effect. The parties undertake to replace the invalid provision or parts thereof by a new provision which will meet as closely as possible the economic effect intended by the parties at the time of the execution of the related contract.