



Alif Semiconductor USA, Inc. **Terms and Conditions of Sale**

1. **Orders.** These Terms and Conditions of Sale apply to every order ("Order") placed by a customer ("Customer") of Alif Semiconductor USA, Inc. ("Alif") for the purchase of integrated circuit devices (including SOCs), boards and evaluation kits ("Products"). Each Order shall state (i) the Products and quantity required, (ii) the delivery address, (iii) the carrier to be used and (iv) if known, the purchase price based on a quotation received from Alif. All Orders are subject to acceptance by Alif. Alif may accept all or part of an Order in its discretion and will send an Order confirmation to the Customer confirming the Products and quantities, purchase price, any taxes or duties payable and an estimated shipment date. Alif reserves the right in its sole discretion to allocate inventories and current production when it determines such allocation is necessary.

All quotations issued by Alif and all Orders submitted by Customer with respect to the Products shall be governed by and subject to these Terms and Conditions. Orders are solely for purpose of specifying the Products and quantities being ordered, delivery address, and carrier. All terms and conditions contained on any Order form or correspondence originated by Customer are null and void and without effect notwithstanding acceptance of the Order by Alif. Alif's failure to object to provisions contained in any communication from Customer shall not be deemed a waiver of the provisions of these Terms and Conditions. Acceptance of an Order will create an agreement between Alif and Customer for the purchase and sale of the Products listed in the Order at the price set forth in the Order on the terms and conditions set forth herein.

Previously quoted prices are subject to change without notice. Orders not subject to a current Alif quotation will be billed at the prices in effect on the date Customer's Order is accepted by Alif. Neither party is responsible for clerical errors. All sales are final and Customer may not cancel an Order or return any Product except as specifically provided herein.

2. **Payment.** All payments for Products shall be in U.S. dollars. If Customer has been approved in advance for open credit terms, Alif shall invoice Customer on shipment of the Products and Customer shall make payment to Alif within 30 days after the date of invoice. If open account credit terms have not been approved in advance, payment in advance or a letter of credit will be required prior to shipment. A late charge equal to the lesser of (i) 1.5 percent per month or (ii) the maximum amount permitted by law will be assessed on all past due amounts. Alif reserves the right to change the foregoing payment terms or require payment in advance in its sole discretion, should Alif determine that the financial condition or previous payment record of Customer so warrant. Customer shall be responsible for payment of all federal state, local and foreign value-added, excise, sales, use, property and similar taxes, export and import licenses, custom fees and duties, and all other mandatory payments to government agencies of whatever kind, levied in respect to the Products sold to Customer by Alif, except for taxes levied on Alif's net income. If Alif is required to pay additional taxes, fees or other charges, Customer will reimburse Alif for such amount. Alif is not liable for reporting, collecting or paying any tax, fee or other charges imposed upon the Customer subsequent to the original invoice.

3. **Shipment and Title.** Alif reserves the right in its sole discretion to allocate inventories and current production when it determines such allocation is necessary and to ship an order in

installments. Partial shipments may be invoiced as made. Scheduled shipping dates are approximate only and Alif may ship up to two weeks in advance of customer's requested delivery date (the "CRD"), if the CRD is confirmed by Alif as approved. In the absence of specific shipping instructions, Alif will ship by the method it deems most advantageous. Transportation charges will be freight collect, or, if prepaid by Alif, will be subsequently invoiced to Customer. Customer is responsible for obtaining insurance against damage to the Products being shipped. All sales are Ex Works (Incoterms 2020) Alif's point of shipment. All risk of ownership and title passes to Customer at the time of shipment. Alif's liability for delivery ceases upon the presentation of the Products to the carrier at the shipping point in good condition and the Customer will thereafter be responsible for and bears the entire risk of loss or damage to the Products. Customer is responsible for filing any required claims for loss or damages against the carrier. Customer grants Alif a purchase money security interest (or its equivalent under applicable laws) in the Products to secure Customer's payment of the purchase price for the Products. Customer authorizes Alif to file financing statements or other instruments with the appropriate authorities to perfect or protect Alif's security interest.

4. **Contingencies.** Alif shall not be responsible for any liability due to any delay in the fulfillment of any Order due to unforeseen circumstances or to causes beyond its control, including, without limitation, acts of God, strikes, lock-outs, war, riots, pandemic, epidemic, fire, accident, freight embargoes, subcontractor caused delays, or the compliance with any law, regulation or order, whether valid or invalid, and whether or not similar to those listed in this Section 4. Fulfillment of the Order shall be deemed suspended so as long as any such circumstances or causes delay its execution. Whenever such circumstances or cause have been remedied, Customer shall accept delivery under the Order.

5. **Cancellation and Rescheduling.** Customer may cancel an order only with Alif's prior written consent. A shipping date may be rescheduled only with Alif's prior written consent. A shipment date may be rescheduled only once.

6. **Warranty.** Alif warrants that the Products (i) will operate substantially in conformity with Alif's published specifications in effect at the time of shipment; and (iii) will be in compliance with RoHS (2002/95/EC) (Directive of the European parliament and of Council on the restriction of use of certain hazardous substances in electrical and electronic equipment) (the "Directive") and that all raw materials, dye materials, solvent, consumable materials and packing materials, which are used in the manufacturing processes of the Products comply with the Directive and all banned/prohibited substance specified in the Directive will not be contained in the Products and its manufacturing processes in each case, for a period of one year from the date of shipment (the "Warranty Period"). As Customer's sole and exclusive remedies in the event the Products do not perform in accordance with such specifications during the Warranty Period, Alif, at its sole option, will either (i) replace the Product with the same or an equivalent Product that meets this warranty; (ii) use reasonable efforts to correct any deficiencies in the Products so that they will perform in accordance with such specifications; or (iii) refund the purchase price paid for the Product. Customer must obtain a Return Material Authorization ("RMA") number and return any such nonconforming Products to Alif's designated facility, freight and insurance paid,

within thirty (30) days of Customer's receipt of the RMA number. This limited warranty will not apply to Product defects caused by improper testing, assembly, handling or use by Customer or other third parties. THIS LIMITED WARRANTY EXTENDS TO CUSTOMER ONLY AND CANNOT BE ASSIGNED BY CUSTOMER. ALIF WILL NOT ACCEPT WARRANTY RETURNS DIRECTLY FROM CUSTOMER'S END USERS. EXCEPT FOR THE WARRANTY PROVIDED HEREIN, THE PRODUCTS ARE PROVIDED "AS IS" AND THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, ALL OF WHICH ARE HEREBY DISCLAIMED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS AND THOSE ARISING FROM COURSE OF DEALING AND USAGE OF TRADE. ALL OTHER WARRANTIES ARE EXPRESSLY DISCLAIMED. Notwithstanding the foregoing, any Products classified as for evaluation, test, engineering, alpha, beta, pre-release, prototype or pre-production samples are provided "AS IS" without warranty of any kind. Customer agrees that it will inspect and evaluate the Products upon delivery and notify Alif of any non-conformity within thirty (30) days of such delivery of the Products.

7. Intellectual Property Indemnification. Subject to the limitations and exclusions stated below and elsewhere in these Terms and Conditions (including, without limitation, the limitation on liability of Section 8), Alif will defend, at Alif's expense, any claim against Customer that a Product furnished by Alif under these Terms and Conditions directly infringes a valid patent or copyright, or misappropriates a trade secret ("Claim"), and Alif will indemnify Customer for costs and damages (including reasonable attorneys' fees) finally awarded in any lawsuit based on the Claim. Alif will have no obligation to defend or indemnify Customer unless Customer promptly notifies Alif in writing as soon as reasonably practicable after Customer first becomes aware of the Claim and gives Alif sole control of the Claim and all requested assistance for resolving the Claim or defending the lawsuit. Alif will not be liable for the settlement of a Claim made without Alif's prior written consent unless Alif breaches its duty to defend hereunder. Alif will have no obligation to defend or indemnify the Customer (a) if Customer or any third party has altered the Products or combined the Products with any other products or elements not furnished by Alif, and the alleged infringement would not have occurred but for this alteration or combination, (b) for any third party firmware or software (including, without limitation, any open source software and any third party software provided as part of a development kit), (c) if the Claim arises for use of Products designed to Customer's specifications, instructions or requirements, (d) Products subject to abuse, misuse, negligence, misconduct, accidents or event of force majeure, improper installation, physical or electrical stress, (e) for infringement claims arising out of Alif's compliance with any standards adopted by a standards setting organization, group or consortia (such as the IEEE) or any other industry standards, some of which may be proprietary to third parties or (f) for any Claim made by a third party in response to an initial claim by Customer that that third party infringes any intellectual property right owned or controlled by Customer or any of its affiliates. If the use or resale of any Product is enjoined as a result of a Claim, Alif, at Alif's option, and at no expense to Customer, may: (i) obtain for Customer the right to use or sell the Product, (ii) substitute an equivalent product reasonably acceptable to Customer; or (iii) for products to be resold by Customer acting as an Alif reseller or distributor, accept the return of the Product then held in inventory (if any) and refund to Customer the purchase price paid for those Products. THIS SECTION CONTAINS ALIF'S ENTIRE LIABILITY AND ALL OBLIGATIONS RELATED TO INTELLECTUAL PROPERTY INFRINGEMENT OR MISAPPROPRIATION AND

CUSTOMER'S EXCLUSIVE REMEDIES AGAINST ALIF FOR INTELLECTUAL PROPERTY INFRINGEMENT OR MISAPPROPRIATION. THESE REMEDIES ARE PROVIDED IN LIEU OF ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY. THERE IS NO RIGHT TO IMPLIED INDEMNITY.

8. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAWS, THE LIABILITY OF ALIF AND ITS AFFILIATES AND LICENSORS TO CUSTOMER OR ANY THIRD PARTY ARISING FROM THE USE OR INABILITY TO USE THE PRODUCTS, OR THE PROVISION OF TECHNICAL SUPPORT INSTALLATION, TRAINING OR OTHER SERVICES IN CONNECTION THEREWITH, HOWEVER CAUSED, AND ON ANY THEORY OF LIABILITY, INCLUDING CONTRACT, STRICT LIABILITY, NEGLIGENCE OR OTHER TORT (INCLUDING NEGLIGENCE), SHALL NOT EXCEED THE AMOUNT PAID BY CUSTOMER FOR THE PARTICULAR PRODUCTS OR SERVICES WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED. IN NO EVENT WILL ALIF OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA OR DATA USE OR COST OF COVER, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. The limitations of liability set forth in this section are fundamental elements of these Terms and Conditions.

9. PROHIBITED USES. THE PRODUCTS ARE NOT DESIGNED FOR USE IN APPLICATIONS WHERE THE FAILURE OF A PRODUCT COULD RESULT IN DAMAGE TO PERSONAL PROPERTY, BODILY INJURY, DEATH OR IN VIOLATION OF THE LAWS AND REGULATIONS OF THE JURISDICTION SUCH PRODUCTS ARE USED IN. CUSTOMER AGREES NOT TO USE ANY PRODUCT OR PERMIT CUSTOMER'S END USERS TO USE ANY PRODUCT IN SUCH APPLICATIONS. Customer will defend, at Customer's expense, any claim against Alif arising out of such prohibited use and Customer will indemnify Alif for costs and damages (including reasonable attorneys' fees) finally awarded in any lawsuit based on such claim. Customer will have no obligation to defend or indemnify Alif unless Alif promptly notifies Customer in writing as soon as reasonably practicable after Alif first becomes aware of such claim and gives Customer sole control of such claim and all requested assistance for resolving such claim or defending such lawsuit. Customer will not be liable for the settlement of such claim made without Customer's prior written consent unless Customer breaches its duty to defend hereunder. Customer agrees that its obligations under this Section will not be effected by any alleged negligence or misconduct by Alif relative to the design or manufacture of the Products.

10. Confidentiality. For purposes of these Terms and Conditions, the term "Recipient" shall mean Alif with respect to Confidential Information (as defined below) supplied hereunder by Customer, and Customer with respect to Confidential Information supplied hereunder by Alif. "Confidential Information" means any information, technical data or know-how, including, without limitation, that which relates to the Products, documentation, specifications, research, inventions, processes, designs, drawings, engineering, products, services, customers, markets or finances, of the disclosing party that is identified as confidential at the time of disclosure. Confidential Information, to the extent practical, shall be disclosed in documentary or tangible form marked "Confidential". In the case of disclosures in non-documentary form made orally or by visual inspection, the disclosing party shall have the right, or if requested by Recipient, the obligation, to confirm in writing within 60 days after the disclosure is made, the fact that such information is confidential and protected hereunder. The

parties agree that the terms and conditions of each Order are Confidential Information of each party. Recipient shall (i) instruct and require all of its employees, agents, and contractors who have access to the Confidential Information of the disclosing party to maintain the confidentiality of the Confidential Information; (ii) exercise at least the same degree of care, but not less than reasonable care, to safeguard the confidentiality of the Confidential Information as Recipient would exercise to safeguard the confidentiality of Recipient's own confidential property; and (iii) not disclose the Confidential Information, or any part or parts thereof, to any of its employees, agents, or contractors except on a "need to know" basis. Recipient agrees to notify the disclosing party and undertake whatever action is reasonably necessary to remedy any breach of Recipient's confidentiality obligations set forth herein or any other unauthorized disclosure of the Confidential Information by Recipient, its employees, its agents, or contractors. The confidentiality provisions of this Section shall not apply to any information which (a) Recipient can demonstrate was in its possession before receipt, (b) is or subsequently becomes publicly available without Recipient's breach of any obligation owed the disclosing party, (c) is disclosed to Recipient without restriction on disclosure by a third party who had the right to disclose such information or (d) Recipient can demonstrate was independently developed without reliance on any Confidential Information. A disclosure by Recipient of any of Confidential Information in response to a valid order by a court or other governmental body or as otherwise required by law or necessary to establish the rights of either party under these Terms and Conditions shall not be considered to be a breach of this Section by the Recipient, if in each case, the Recipient promptly provides prior written notice thereof to the disclosing party to enable the disclosing party to seek a protective order or otherwise prevent such disclosure. Customer shall not disclose the results of any benchmarking, testing or evaluation of the Products without the prior written consent of Alif.

11. Resale Restrictions. Customer agrees that it will not resell Products, except as for use with or as integrated into a customer product having a substantial value-added component ("Customer Product") or to third party service centers for repair of a Customer Product.

12. Licensed Programs. In the absence of a separate software license agreement between Alif and Customer, the terms and conditions in this Section shall apply to any Product containing embedded firmware (such firmware and related documentation, collectively "Licensed Programs"). Title to the Licensed Programs remains vested in Alif or Alif's licensors and cannot be assigned or transferred. Customer shall not reverse engineer, decompile, or otherwise attempt to derive the source code for the Licensed Programs or modify any Licensed Program or any portion thereof. Alif grants to Customer a non-exclusive license to distribute one copy of the Licensed Program solely as an embedded component of the Product. Customer will enter into a license agreement with each of its end users that receives a Licensed Program that contains terms and conditions no less protective of Alif than the provisions contained in this Section. The Licensed Programs are commercial computer software subject to RESTRICTED RIGHTS. In accordance with 48 CFR 12.212 (Computer software) or DFARS 227.7202 (Commercial computer software and commercial computer software documentation), as applicable, the use, duplication, and disclosure of the Licensed Programs by the United States of America, its agencies or instrumentalities is subject to the restrictions set forth in these Terms and Conditions.

13. Evaluation Products. Customer agrees to use Products classified as being for evaluation ("Evaluation Products") for the

sole purpose of testing and evaluating the functionality of Alif integrated circuit devices and embedded firmware. No other use of the Evaluation Products is permitted. Customer agrees not to: (i) sell, assign or otherwise transfer the Evaluation Products or (ii) share any Evaluation Product with or disclose any Evaluation Product or related technical information or documentation to any third party without the prior written consent of Alif. Alif agrees that Customer may use the board schematics and associated documents included with an Evaluation Product to develop customer products that incorporate on Alif integrated circuit devices.

14. Export Law Assurances. Customer agrees and certifies that neither the Products nor any other technical data received from Alif, nor the direct product thereof (collectively, "Technical Information"), will be exported except as authorized and as permitted by applicable laws, regulations, and ordinances. Customer acknowledges that the Technical Information provided hereunder may be subject to export controls, including but not limited to, export controls administered under the U.S. Export Administration Regulations (EAR). Customer shall comply with applicable federal, state, local laws, regulations and ordinances, and other applicable laws, regulations, and ordinances, including foreign laws. If Customer obtained the Technical Information outside of the United States, Customer agrees not to re-export the Technical Information except as permitted by the laws and regulations of the United States and the laws and regulations of the jurisdiction in which Customer obtained the Technical Information.

15. Entire Agreement. These Terms and Conditions constitute the entire agreement between the parties regarding their subject matter and supersede all prior communications, negotiations, understandings, agreements or representations, either written or oral, between the parties regarding their subject matter. No additional terms on any purchase order or instruments issued by Customer shall be binding on Alif.

16. Waiver; Modification. If a party waives any term, provision or a party's breach of these Terms and Conditions, such waiver shall not be effective unless it is in writing and signed by the party against whom such waiver is asserted. No waiver by a party of a breach of these Terms and Conditions by the other party shall constitute a waiver of any other or subsequent breach by such other party. These Terms and Conditions may be modified only if authorized representatives of both parties consent in writing.

17. Assignment. Neither party will assign or transfer any rights or obligations under an Order or these Terms and Conditions without the prior written consent of the other party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Alif may assign or transfer any rights or obligations under an Order or these Terms and Conditions without the prior written consent of the other in the event of a sale or other transfer of all or substantially all of its assets or equity, or in the event of a reorganization, acquisition, or merger. Any purported assignment in violation of this paragraph is void.

18. Notices. Any notice required or permitted by these Terms and Conditions shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (i) by personal delivery, when delivered personally; (ii) by overnight courier, upon written verification of receipt; (iii) by facsimile transmission, upon acknowledgment of receipt of electronic transmission; or (iv) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the addresses set



forth in the applicable Order or to such other address as either party may provide in writing.

19. Governing Law; Forum. These Terms and Conditions will be governed by and construed in accordance with the substantive laws of the State of California, as such laws are applied to agreements entered into and to be performed entirely within California between California residents. Alif and Customer each irrevocably consent to the exclusive personal jurisdiction of the federal courts located in the Northern District of California and the state courts located in Contra Costa County, California for any dispute or other matter arising out of, in connection with, or relating to these Terms and Conditions, except that in actions seeking to enforce any order or any judgment of such federal or state courts located in California, such personal jurisdiction shall be nonexclusive. Additionally, notwithstanding anything in the foregoing to the contrary, a claim for equitable relief arising out of or related to these Terms and Conditions may be brought in any court of competent jurisdiction. These Terms and Conditions will not be governed by the following, the application of which is hereby expressly excluded and waived: (i) the conflict of law rules of any jurisdiction, (ii) the United Nations Convention on Contracts for the International Sale of Goods, and (iii) the Uniform Computer Information Transactions Act, as enacted in any jurisdiction.

21. Severability. If a court of law holds any provision of these Terms and Conditions to be illegal, invalid or unenforceable, that provision shall be deemed amended to achieve an economic effect that is as near as possible to that provided by the original provision and the legality, validity and enforceability of the remaining provisions of these Terms and Conditions shall not be affected thereby.