



PURCHASE ORDER

IMPORTANT

This Purchase Order Number must appear on all invoices, acknowledgements, bills of lading, correspondence and shipping cartons. One PO reference per invoice. To expedite payment, send a copy of your invoice to MOI_INDIA_AP@micron.com.

Micron Technology Operations India LLP
The Skyview 20, 2nd, 4th, 5th, 6th and 7th Floor
Sy. No. 83/1, Plot Nos. 22, 23, 24, 31, 32 and 33
Raidurg (Panmaqtha) Village, Serilingampally Mandal
Ranga Reddy District
Hyderabad - 500081
Telangana, India
LLPIN: AAM-8742 PAN: ABJFM2468E TAN: BLRM30380A

DATE ORDERED	DATE REQUIRED	CHANGE ORDER DATE	PO NUMBER	PAGE
29.01.2025 INDIA	20.02.2025		4514891049	1

CONNECTIVITY IT SOLUTIONS
PRIVATE LIMITED
17TH CROSS G F PLOT NO 5
MAHALASHMI NAGAR EXTN
GUDUVANCHERY
603202 CHENNAI-CHENNAI

Phoenix Aquila (SEZ Unit)
Micron Technology Operations India LLP
Gnd,1st to 16th Floors, Block A
Phoenix Tech Zone Pvt Ltd-SEZ DEV,
Survey No.115/35, Nanakramguda,
Serilingampally, Hyderabad # 500032,
Telangana, India,
PAN:ABJFM2468E, GSTIN:36ABJFM2468E3Z4

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Survey No.115/35, Nanakramguda,
Serilingampally, Hyderabad # 500032,
Telangana, India,
PAN:ABJFM2468E, GSTIN:36ABJFM2468E3Z4

CONFIRMED WITH SOWMAY R		PURCHASING CONTACT Vasanth Rukmangada	PAYMENT TERMS PAY IN 5 DAYS, NO DISCOUNT	SHIP VIA See Shipping Notes	INCOTERMS DAP DELIVERED AT PLACE	ORDER TYPE ZCAP
LINE NO.	QTY ORDERED U/M	MICRON ITEM NUMBER DESCRIPTION	SUPPLIER ITEM NUMBER		DATE REQUIRED	PRICE/UNIT EXTENDED COST

1 End User: Madhan - IT Team
110,000
EA
CISCO C9130AX-D
Shipping instructions SEE SHIPPING NOTES

CALM# :002077933
PARENT CALM#:002077933

67.277,43
7.400.517,30

Please notify us if you are unable to ship complete order by date specified. Buyer reserves the right to cancel order if delivery date is not acceptable. Micron's terms and conditions of attached hereto are a part of, and are incorporated into, this purchase order. Acceptance of this purchase order is expressly conditioned on assent to the terms and conditions on the face of this purchase order and the terms and conditions of purchase attached hereto (collectively, "Terms and Conditions"). Supplier's shipment of the goods set forth on this purchase order shall constitute assent to such Terms and Conditions. Any additional or different terms and conditions on Supplier's sales confirmation, invoice, or other documentation are expressly objected to by Micron. Version:	DATE 01.02.2025 MST	AUTHORIZED SIGNATORY SIGNATURE NOT AVAILABLE
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Ranga Reddy District
Hyderabad - 500081

DATE ORDERED	DATE REQUIRED	CHANGE ORDER DATE	PO NUMBER	PAGE
29.01.2025 INDIA	20.02.2025		4514891049	2

ORDERED FROM:		CONNECTIVITY IT SOLUTIONS		SUPPLIER ITEM NUMBER	DATE REQUIRED	PRICE/UNIT EXTENDED COST
LINE NO.	QTY ORDERED U/M	MICRON ITEM NUMBER DESCRIPTION				

2110,00057.787,29

EA6.356.601,90

CON-L1NCD-C9130AXD

Shipping instructions SEE SHIPPING NOTES

CALM# :002077933
PARENT CALM#:002077933

3110,00013.037,31

EA1.434.104,10

CON-L1SWT-AIRDNAA

Shipping instructions SEE SHIPPING NOTES

CALM# :002077933
PARENT CALM#:002077933

452,000379.002,69

EA19.708.139,88

QSFP-40G-LR4=

Shipping instructions SEE SHIPPING NOTES

CALM# :002077933
PARENT CALM#:002077933

Total net item val. excl. tax

SQ-CS-INR-003SRLS-24-25

Payment: 10 days from receipt of invoice along with Material receipt

Please send the documents to our Logistics Team for validation

MOI_import_export@micron.com

INR34.899.363,18

Bill To and Ship To

Micron Technology Operations India LLP,

Gnd to 16th Floors -Block A and 1st , 3rd, 4th ,6th and 13th Floors -Block B

Aquila by Phoenix TechZone Pvt Ltd# SEZ Developer (Tower B)

Inco Jade Pvt Ltd- SEZ Co Developer (Tower A)

Survey No:115/35, Nanakramguda Village, Serilingampally Mandal,

RR District, Hyderabad-500032

Micron's Terms and Conditions are periodically updated to reflect industry best practices. Please note the Terms and Conditions associated with this purchase order.

MICRON TECHNOLOGY, INC. ("Micron")
TERMS AND CONDITIONS OF PURCHASE

1. **TERMS AND CONDITIONS:** These terms and conditions ("Terms") control the purchase of the goods and/or services set forth in the purchase order ("Purchase Order") attached hereto. These Terms and the Purchase Order shall collectively, be referred to as the "Order". In the event of any conflict between the Purchase Order's specific terms and provisions, including any exhibits or documents attached thereto or incorporated by reference therein, and these Terms, the Purchase Order's specific provisions shall prevail. These Terms may not be waived or modified except as specifically set forth in writing by Micron.

2. **ACKNOWLEDGMENT AND ACCEPTANCE:** THE ISSUANCE OF THE PURCHASE ORDER TO SUPPLIER CONSTITUTES AN OFFER EXPRESSLY LIMITED TO THE TERMS CONTAINED HEREIN, AND SUPPLIER'S ACCEPTANCE OF THE PURCHASE ORDER IS EXPRESSLY LIMITED TO THESE TERMS. ANY ADDITION, CHANGE TO, OR DELETION OF THESE TERMS BY SUPPLIER IN ANY PRIOR PROPOSAL, SUPPLIER QUOTATION, SUPPLIER ACKNOWLEDGMENT FORM, OR OTHER COMMUNICATION TO MICRON SHALL BE DEEMED A MATERIAL ALTERATION AND IS EXPRESSLY OBJECTED TO AND REJECTED BY MICRON. Micron may revoke this Order at any time prior to Supplier's acceptance. Unless Supplier notifies Micron of its acceptance of this Order within twenty (20) days of the date hereof, this Order may expire, at Micron's option, without any liability to Micron.

3. **TECHNICAL INFORMATION:** All specifications, drawings, schematics, technical information, notes, instructions, or other information referred to on the face of the Purchase Order, or contained in attachments or exhibits thereto, are deemed to be incorporated herein by reference, and Supplier expressly acknowledges that it has received and read such referenced information and will treat it as Confidential Information in accordance with Section 15 hereof.

4. **PRICE AND DELIVERY:** Supplier shall furnish the goods and/or services in strict accordance with the price and delivery schedule stated in this Order. TIME IS OF THE ESSENCE with respect to Supplier's performance of its obligations hereunder. Unless otherwise expressly stated in the Purchase Order, prices include all charges for inspection and packaging, all federal, state, and municipal sales, use, and excise taxes, goods and services taxes, and any customs duties not otherwise paid or provided for by Micron. If Micron is required by law to deduct or withhold tax liabilities of Supplier when making payments to Supplier, then Micron shall duly deduct or withhold taxes therefrom and remit such taxes to the local taxing jurisdiction and shall pay to Supplier the remaining net amount after the taxes have been withheld. Micron shall not reimburse Supplier for the amount of such taxes withheld. When goods are delivered and/or services are provided, or where the benefit of services occurs within jurisdictions in which Supplier's collection and remittance of taxes is required by law, Supplier shall have sole responsibility for payment of said taxes to the appropriate tax authorities. If Supplier does not collect taxes from Micron, and it is subsequently audited by any tax authority, liability of Micron will be limited to the taxes assessed, with no reimbursement for penalties or interest charges. Prices shall remain fixed until delivery of the goods and/or completion of the services contemplated hereunder. Micron may return or store, at Supplier's expense, any goods delivered more than five (5) days in advance of the delivery date. Supplier represents, warrants, and agrees that the prices charged to Micron for any good or service, unless otherwise agreed in writing by Micron, will be equal to or lower than the lowest of the following: (a) the last price charged or quoted to Micron by Supplier for such good or service; (b) Supplier's lowest price charged to any other customer for such good or service, regardless of any terms, conditions, rebates, or allowances of any nature; (c) a price which reflects any price reductions occurring prior to the actual shipping date; and (d) a price which reflects any price reductions occurring after the actual shipping date, but before the originally specified shipping date, if Micron permits shipments to be made before the originally specified shipping date. Micron and/or its designees reserve the right to review and audit Supplier's and its subcontractors' books, documents, and records to confirm Supplier's and its subcontractors' compliance with this Order, and Supplier and its subcontractors shall retain all relevant books, documents, and records for a period of two (2) years following final payment under this Order. Supplier shall immediately notify Micron in writing when Supplier first has knowledge of any impending material shortage, governmental regulation, labor dispute, cyber-attack, or other event or impediment that could result in any delay in the delivery of the goods or performance of the services hereunder. If delivery or performance is not completed (to Micron's satisfaction) within the time stated in this Order, Micron may, in addition to Micron's other rights and remedies: (i) purchase the goods elsewhere or retain substitute performance of the services; (ii) charge Supplier for any resulting expense, loss, and/or damage; and/or (iii) terminate this Order (in whole or in part) with no liability to Micron.

5. **PACKAGING AND SHIPPING:** Supplier shall package, mark, and ship the goods: (a) in accordance with the terms of this Order and good commercial practices; (b) in a manner acceptable to common carriers that will protect against loss, theft, or damage; (c) at the lowest practicable rate; and (d) in accordance with all applicable laws. Each package shall legibly be marked with proper handling instructions, shipping information, purchase order number, part or item number, if any, and the names of Micron and Supplier. An itemized packing list shall accompany each shipment. When the goods are ready for shipment, Supplier shall inform Micron (in writing) of such pending shipment and thereafter ship the goods to Micron's designated destination. If Micron does not provide shipping instructions to Supplier regarding the method of shipment to be used, Supplier shall ship the goods by normal carriage to Micron. Micron may reject any shipment not meeting these requirements. If, due to Supplier's failure to timely ship the goods, the specified method of transportation would not permit Supplier to meet the delivery date specified in the Purchase Order, Supplier shall, at Supplier's sole cost and expense, ship such goods by air transportation (or other expedited means acceptable to Micron) to enable Supplier to meet the delivery date specified in the Purchase Order. Upon Micron's request, Supplier will promptly provide Micron with a statement of origin for all goods, and with applicable customs documentation for goods wholly or partially manufactured outside of the country of import.

6. **SHIPPING TERMS AND RISK OF LOSS:** Unless otherwise stated in the Purchase Order, all deliveries of goods shall be made D.D.P. (Incoterms 2020) Micron's location (as shown in the Purchase Order). Notwithstanding the foregoing (and notwithstanding any prior inspection or delivery point), Supplier shall bear all risk of loss and damage until final inspection and acceptance of the goods by Micron. Notwithstanding anything to the contrary in this Section 6, title to Hazardous Materials (as defined in Section 46 below) supplied by Supplier shall pass to Micron only after (a) delivery to Micron's point of use for such goods, at the Micron location designated in the Purchase Order, and (b) Micron's final inspection and acceptance of such goods. Supplier shall also bear all risk of loss, and any costs of return and redelivery, associated with any goods rejected or returned by Micron under this Order.

7. **PAYMENT:** Supplier shall issue invoices only after delivery of the goods and/or completion of the services ordered by Micron hereunder. Original invoices shall be submitted and shall include purchase order number, line item number, part number, and complete bill-to address, description of items, quantities, unit price (matching the currency in the relevant purchase order), and extended totals. All costs invoiced to Micron for reimbursement of expenses agreed to under the terms of the Purchase Order shall be net of any reclaimable Value-Added Taxes or Goods and Services Taxes incurred on such expenses. Supplier agrees to invoice Micron no later than sixty (60) days after Micron's receipt and/or acceptance of the relevant goods or services ordered herein. Micron will not be obligated to make payment against any invoices submitted after such period. Micron may reject any invoice for noncompliance with any of the provisions of this Order. The time periods for any cash discounts or payments shall commence on the later of (a) the date Micron accepts (to its satisfaction) the goods and/or services, or (b) the date Micron receives an accurate and conforming invoice for such goods and/or services (which shall include, without limitation, any supporting documentation). Micron shall issue payment sixty (60) days from the last day of the month that Micron receives an accurate and conforming Supplier invoice for the goods and/or services, which shall include, without limitation, any relevant supporting documentation, or sixty (60) days from the last day of the month in which Micron accepts (to its satisfaction) the goods and/or services, whichever is later. If the final day of a payment period falls on a day other than a business day, then the payment period shall be extended to the end of the next business day. Payment is deemed made when Micron's check is mailed or when an EDI funds transfer is initiated. If, for any reason, Micron had made payment for goods or services that were subsequently rejected, such payment shall be refunded by Supplier within ten (10) days after Micron's request therefor or, at Micron's option, shall be deducted from any other or subsequent payments due or to become due to Supplier.

8. **SET-OFF; RECOUPMENT:** Micron shall have the right, at any time, to set-off or recoup any amount owing from Supplier to Micron or any of Micron's subsidiaries, related companies, or affiliates against any amount due and owing from Micron or any of its subsidiaries, related companies, or affiliates to Supplier.

9. **INSPECTION; ACCEPTANCE:** Supplier, at its cost, shall inspect all goods prior to shipment to Micron. If requested by Micron, Supplier shall immediately provide Micron with a copy of the inspection results. Micron reserves the right to conduct its own pre-shipment inspection and testing wherever such goods are located. If Micron conducts pre-shipment inspection or testing on Supplier's premises, Supplier shall provide, without additional charge to Micron, all reasonable facilities access and assistance to enable Micron to perform such inspection and testing. Final inspection and acceptance by Micron shall be at the Micron location designated in the Purchase Order, unless otherwise specified in such Purchase Order. Supplier shall not modify the specifications for any goods or services purchased hereunder without Micron's advance written consent. Supplier shall notify Micron, in writing, at least one hundred twenty (120) days in advance if it intends to change the specifications or manufacturing processes in any way, and Supplier shall obtain Micron's advance written consent before implementing any such change. Supplier shall cooperate with Micron to provide configuration control and traceability systems for goods and/or services supplied hereunder. Payment before or after inspection shall not constitute acceptance of non-conforming goods or services, and neither inspection, testing, nor acceptance of the goods or services shall relieve Supplier from its responsibility for latent or patent defects in the goods (or other failures to meet the requirements of this Order), fraud, or Supplier's warranty obligations. If, at any time before acceptance, Micron learns that the goods and/or services are defective or otherwise not in conformity with the requirements of this Order, including the warranties set forth in this Order, Micron may, in addition to Micron's other rights and remedies, upon written notice to Supplier: (a) rescind this Order as to such goods and/or services; (b) accept such goods and/or services (or any part thereof) at an equitable reduction in price determined by Micron; or (c) reject such goods and/or services and require, at Micron's option, replacement, repair, refurbishment, re-performance, or credit or rebate of the purchase price paid by Micron. All replacements and re-performance shall be delivered or undertaken immediately upon Micron's request and, if not, Micron may either (i) replace or correct such goods, and/or effect substitute performance for services, and charge Supplier for the costs incurred thereby, or (ii) terminate this Order for cause.

10. **WARRANTY:** IN ADDITION TO ANY WARRANTY AND/OR CONDITION IMPLIED BY LAW, SUPPLIER WARRANTS, FOR A PERIOD OF FIVE (5) YEARS FROM THE DATE OF DELIVERY THAT: (A) ALL GOODS DELIVERED HEREUNDER ARE NEW, OF THE GRADE AND QUALITY SPECIFIED, FREE FROM DEFECTS IN DESIGN, MATERIAL, AND WORKMANSHIP, AND ARE OF A QUALITY OF WORKMANSHIP THAT IS REQUIRED BY THE BEST PROFESSIONAL PRACTICES AND PROCEDURES IN SIMILAR MANUFACTURING INDUSTRIES; (B) ALL SERVICES ARE PERFORMED IN A GOOD AND WORKMANLIKE MANNER; (C) SUPPLIER HAS GOOD AND MARKETABLE TITLE TO THE GOODS AND HAS CONVEYED SUCH TITLE TO MICRON FREE FROM ANY ENCUMBRANCES, LIENS, SECURITY INTERESTS, OR OTHER DEFECTS IN TITLE; (D) THE GOODS OR SERVICES PURCHASED HEREUNDER CONFORM TO APPLICABLE SPECIFICATIONS, DRAWINGS, SAMPLES, AND OTHER DESCRIPTIONS, IF ANY, REFERENCED HEREIN; AND (E) THE GOODS PURCHASED HEREUNDER ARE MERCHANTABLE AND SUITABLE FOR THE PURPOSES INTENDED. All warranties set forth in this Order shall survive any inspection, delivery, acceptance, payment, expiration, or earlier termination of this Order and such warranties shall pass through to Micron, its successors, assigns, customers, and users of its and its customers' products. Any goods repaired or replaced, and/or services re-performed, shall be further warranted as set forth above.

11. **INDEMNITY:** To the fullest extent permitted by law, Supplier agrees, for itself and on behalf of its subcontractors and each of their respective directors, officers, employees, agents, and representatives, to protect, defend, indemnify, and hold harmless Micron, its subsidiaries, related companies, affiliates, and each of their respective directors, partners, officers, employees, agents, assigns, and customers (collectively, the "Micron Group") from and against all demands, claims (including claims for contribution or indemnity), damages, penalties, forfeitures, causes of action, suits, judgments, losses, liabilities, liens, costs, and expenses, of whatever kind or nature, including all associated legal costs and attorneys' fees (collectively, a "Claim"), incurred by or asserted against any member of the Micron Group arising from or related in any way to the acts, errors, or omissions of Supplier, its subcontractors, assigns, and/or each of their respective directors, officers, employees, agents, and representatives, and/or any individual or entity for which Supplier is responsible, including, but not limited to, Claims incurred by or asserted against any member of the Micron Group as a result of a Supplier breach or alleged breach of this Order, the presence of Supplier's agents, employees, representatives, subcontractors, or assigns on Micron's premises, the use of any Supplier-provided defective goods and/or services, death or personal injury (including bodily injury) to any person, destruction or damage to any property, contamination of or adverse effects on the environment (and any clean-up costs in connection therewith), or any violation of law, governmental regulation, or order. Additionally, Supplier shall obtain insurance in relation to its obligations

12. **INTELLECTUAL PROPERTY INDEMNITY:** Supplier shall indemnify, defend, and hold harmless each member of the Micron Group from and against any and all Claims incurred as a result of an allegation that the goods, services, or the use of any goods or services purchased hereunder (or any component, part, or process thereof, or product made therewith, irrespective of whether Micron furnishes any specifications to Supplier) infringes or misappropriates any patent, trademark, trade secret, copyright, mask work, or application thereof, or any other intellectual property right of a third party. If any such claim is asserted against any member of the Micron Group, Supplier shall, with counsel acceptable to Micron, defend such action at its expense and shall pay any related costs and damages, including legal costs and attorneys' fees, of both the Micron Group and Supplier. If any injunction shall be obtained against any member of the Micron Group in relation to the use of the goods and/or services (hereinafter "Injunction"), Supplier shall (a) defend such Injunction at its expense and at Supplier's option, immediately procure for the Micron Group the right to continue using the goods and/or services, or immediately replace or modify the same to become non-infringing (with equivalent form, fit, and function). Regardless of which of the foregoing remedies Micron elects, Supplier shall pay to Micron rework expenses and incremental costs incurred by any member of the Micron Group to procure alternative goods and/or services required to fulfill orders placed by any member of the Micron Group, and accepted by Supplier, as of the effective date of the injunction.

3. TECHNOLOGY RIGHTS: All products, information, and technology produced, conceived, or otherwise developed under this Order for Micron, or as a result of technology furnished by Micron (collectively, "Developments") shall be deemed "works made for hire" and the intellectual property rights in such Developments shall vest exclusively in Micron. Supplier agrees to use such Developments only in connection with this Order and otherwise to retain them as Confidential Information of Micron in accordance with Section 15 below. Supplier, at its cost, hereby assigns to Micron all right, title and interest in all Developments and shall fully cooperate with and assist Micron in perfecting such right, title, and interest. Supplier represents, warrants, and agrees that it will not incorporate any third party intellectual property into any Developments, goods, or other deliverables provided hereunder without notifying and obtaining the prior written approval of Micron. Supplier hereby waives any and all moral rights, including the right to identification of authorship or limitation on subsequent modification that Supplier (or its employees) has or may have in any invention, material, Development, or other deliverable assigned to Micron hereunder. Supplier warrants that (a) all of its employees, representatives, agents, and/or contractors who perform work for it hereunder will have entered into a written agreement with it in which they acknowledge the work they are doing is for Micron and that they will not incorporate any Developments into goods or other deliverables to be provided to Micron which contain intellectual property not assignable or licensable to Micron as provided in this Section 13. Supplier agrees that if in the course of providing the goods and/or services hereunder, Supplier incorporates any Supplier and/or third party intellectual property into any Development, good, or other deliverable provided to Micron, Micron is hereby granted and shall have a nonexclusive, royalty-free, perpetual, irrevocable, worldwide license, including the right to sublicense, to use any such Supplier and/or third party intellectual property to make, have made, use, import, prepare derivative works of, reproduce, have reproduced, perform, display, offer to sell, sell, or otherwise distribute such invention, improvement, development, concept, discovery, or other proprietary information as part of or in connection with such Development, good, or deliverable.

4. CANCELLATION: Micron may cancel, terminate, suspend, delay, or interrupt this Order (or any part thereof) at any time, with or without cause, by written notice to Supplier specifying the effective date and the extent of such cancellation, suspension, delay, or interruption. Upon receipt of such notice, Supplier shall immediately terminate any affected work under this Order and give immediate notice to its suppliers and subcontractors, if any, to do the same and take all other actions to reduce its costs in connection with any affected goods and/or services. If Micron cancels this Order without cause, Micron shall reimburse Supplier for Supplier's reasonable out-of-pocket expenses properly and directly allocable to and resulting from such cancellation, net of any amounts that Supplier receives or should have received if it mitigated the cancellation as required herein by selling to a third party the goods and/or services that were to be delivered hereunder, as determined by Micron according to generally accepted accounting principles. Before assuming any payment obligation under this Section, Micron may inspect Supplier's work in process and audit all relevant documents to confirm Supplier's compliance with the terms herein. The amount of such reimbursement shall in no event exceed an amount equal to the portion of the price that is allocable to the canceled portion of the Order. Such reimbursement shall be Supplier's sole and exclusive remedy for any such cancellation and must be submitted to Micron in writing within thirty (30) days after receipt of Micron's termination notice. Upon payment of Supplier's claim, Micron shall be entitled to all goods, work (including work in process) and materials paid for. In addition to Micron's other rights and remedies, Micron may cancel this Order, in whole or in part, by written notice to Supplier, for cause if: (a) the goods and/or services fail any part of the inspection or test hereunder, or are defective or non-conforming; (b) the goods and/or services are not delivered to Supplier as scheduled; (c) Supplier makes a general assignment for the benefit of a receiver, and/or manager, or Supplier is appointed, or a petition for bankruptcy, winding up, judicial management, or corporate reorganization under any bankruptcy or similar laws is filed by or against Supplier; or (d) Supplier fails to comply with any of the terms or conditions of this Order. If Micron terminates this Order for cause, Micron shall have no obligation to make any reimbursements or payments hereunder to Supplier. Any suspension or cancellation for cause by Micron that is determined by any court or other authority to be wrongful for any reason shall be deemed for all purposes to be a suspension or cancellation without cause, as set forth above.

15. CONFIDENTIAL INFORMATION: "Confidential Information" shall include any information of the Micron Group, whether oral, written, or observed, that may come within the knowledge of Supplier, its assigns, subcontractors, and/or each of their respective directors, employees, representatives, and/or agents and shall include, without limitation, the terms or existence of this Order, Micron's specifications, requirements, materials, plans, programs, systems, plants, processes, products, costs, equipment, designs, set-up configurations, sales, operations, finances, and/or customer information. All Confidential Information of Micron Group and its assigns, subcontractors, and/or agents shall be treated as Confidential Information and shall remain the property of Micron Group. Supplier shall hold Confidential Information in trust and confidence for Micron and shall not disclose such Confidential Information or use it for any purpose other than to perform its obligations under this Order. Supplier may disclose Confidential Information only to those employees, subcontractors, representatives, and/or agents who have a need to know such Confidential Information in order for Supplier to perform its obligations under this Order, and who have executed a confidentiality agreement requiring them to maintain the confidentiality of such Confidential Information with at least the same degree of care that Supplier uses to protect its own confidential information, but not less than reasonable care. In addition, Supplier may not use Micron's name or trademarks in any type of advertisement, mailing, press release, website, brochure, or other business case, reference, or other communications without Micron's prior written consent. Supplier shall immediately notify Micron (in writing) in the event of any unauthorized disclosure of Confidential Information by it, its employees, subcontractors, representatives, and/or agents.

HAZARDOUS MATERIALS: The term "Hazardous Materials" or "Hazardous Material" means any product, substance, chemical, element, compound, dangerous good, contaminant, pollutant, waste, or any other material (whether solid, liquid, or gaseous) whose presence, nature, quantity, concentration, use, manufacture, processing, treatment, storage, disposal, transportation, spill, release, discharge, emission, or effect, either by itself or in combination with other materials, is (a) potentially injurious to public health, safety, welfare, or the environment; (b) a basis for potential liability to any governmental agency or a third party under any Environmental Laws; and/or (c) regulated, monitored, defined as potentially posing a hazard or concern, or subject to reporting by any governmental authority, including, but not limited to, pursuant to the following Environmental Laws and/or their implementing, transposing, national, regional, or local regulations, and any other governmental analogues or counterparts in a relevant jurisdiction (whether in the U.S. or any other foreign, international, European Union, national, state, or local relevant jurisdictions where any of the goods and/or services pursuant to this Order are sourced, manufactured, originated, delivered, transited through, carried out, performed, or completed in): (i) all substances which are designated as hazardous substances pursuant to Section 311(b)(2)(A) of the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq. ("FWPCA"); (ii) any element, compound, mixture, solution, or substance which is designated as a hazardous substance pursuant to Section 102 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq.; (iii) any solid or hazardous waste pursuant to the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq.; (iv) any toxic pollutant listed under Section 307(a) of FWPCA; (v) any hazardous air pollutant which is listed under Section 112 of the Clean Air Act, 42 U.S.C. § 7401 et seq.; (vi) any imminently hazardous chemical substance or mixture with respect to which action has been taken pursuant to Section 7 of the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.; (vii) any hazardous chemical, hazardous substance, or highly hazardous chemical as designated or regulated by the Occupational Safety and Health Act, 29 U.S.C. § 651, et seq.; (viii) any hazardous material regulated by the Hazardous Materials Transportation Act, 49 U.S.C. § 5101, et seq.; (ix) the Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and their Disposal; and (x) any substance regulated by the Environmental Protection Agency under the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601 et seq. Directives 98/24/EC on workers' protection from exposure to chemical agents and EU Directives adopted thereafter, including Directives 2009/14/EC on workers' protection from exposure to asbestos, EU Candidate Substances of Very High Concern pursuant to Article 59 of Regulation 1907/2006 ("REACH"); Annexes XIV or XVII of REACH; listed on Community Rolling Action Plan pursuant to Article 44 REACH; classified or self-classified under EU Regulation 1272/2008; listed as restricted under EU Directive 2008/53 on end-of-life vehicles and the EU RoHS Directive 2011/65; classified as hazardous waste under EU Waste Framework Directive 2008/98; subject to EU Directive 2008/68 on the inland transport of dangerous goods and/or UNECE transport of goods regulations/treaties; or subject to EU Regulation 1013/2006 on shipments of waste and Regulation 649/2012 on the export and import of hazardous chemicals; listed in Annex I Part B of EU Directive 2020/2184 on the quality of water intended for human consumption or listed in Annexes I or II of EU Directive 2006/118 on the protection of groundwater against pollution and deterioration or in EU Directive 2008/50 on ambient air quality; covered by the EU Biocidal Products Regulation 528/2012, the EU Pesticides Regulation 1107/2009, or the EU Regulation 1005/2009 on ozone depleting substances. Without limiting the foregoing, the term "Hazardous Materials" includes, but is not limited to, oil, hydrocarbons, gasoline, petroleum, petroleum products, and their by-products, asbestos and asbestos containing materials, substances with endocrine disrupting properties, per- and polyfluoroalkyl substances (PFAS), perfluorooctanoic acid (PFOA), and perfluorooctane sulfonate (PFOS). The term "Environmental Laws" as used herein includes all foreign, federal, European Union, state, and local laws, ordinances, rules, regulations, codes, or orders, including, without limitation, any requirement imposed under any permits, licenses, judgments, decrees, agreements, covenants, conditions, restrictions, or easements, the purpose of which is to protect the environment, human health, public safety or welfare, or which pertain to pollutants, contaminants, hazardous substances, or Hazardous Materials. If any goods and/or services provided hereunder include or use Hazardous Materials, Supplier warrants that: (A) the sourcing, management, use, transportation, and disposal of such goods and/or services provided to Micron shall comply with all applicable laws and regulations (including Environmental Laws), as well as all requirements of Supplier's and Micron's environmental and safety policies and procedures; and (B) Supplier, its subcontractors, assigns, and its and their respective representatives, employees, and agents providing such services and/or goods to Micron have been properly trained and understand the nature of any hazards associated with such goods and/or services. Reference to Hazardous Materials includes handling, transportation, storage, use, disposal, reuse, recycling, reclamation, and recovery. Prior to causing Hazardous Materials to be handled, transported, stored, used, disposed, recycled, reclaimed, or recovered, Supplier shall obtain written approval from Micron's Site Environmental Health and Safety and Security Groups. Without limiting the scope of the indemnity under Section 11, Supplier will be responsible for, and indemnify Micron from, any liability resulting from the actions of Supplier, its assigns, subcontractors, and/or each of their respective employees, representatives, and/or agents in connection with: (1) obtaining or providing goods containing or comprising such Hazardous Materials to Micron; (2) the use of such Hazardous Materials in providing services to Micron; and/or (3) the handling, transportation, storage, use, disposal, reuse, recycling, reclamation, treatment, recovery, and/or arrangement for disposal of such Hazardous Materials for Supplier or Micron. Supplier will timely provide Micron with safety data sheets and any other documentation in relation to such Hazardous Materials reasonably necessary to enable Micron to comply with applicable laws and regulations. Supplier shall also notify Micron of any international, European Union, or national reporting obligations incumbent upon Micron for the purchase and use of such Hazardous Materials (including, but not limited to, the EU SCIP database (EU Batteries Directive 2006/66, EU WEEE Directive 2012/19, and EU Packaging and Packaging Waste Directive 1994/62) and national electronic waste, batteries and packaging and packaging waste regulations, and national databases for reporting of nano materials).

17. CHIPS ACT COMPLIANCE: Supplier acknowledges Micron's reliance on the Creating Helpful Incentives to Produce Semiconductors ("CHIPS") for America Act of 2022 for funding and agrees to familiarize itself with and comply with the CHIPS Act, as it relates to the supplied equipment, goods, or services, and as detailed at www.micron.com. Supplier shall not procure any goods, services, or semiconductor manufacturing equipment (SME) from a Foreign Entity of Concern (FEOC) in fulfilling this Order. Compliance with 15 C.F.R. Part 231 is mandatory, which restricts dealings with FEOCs and prohibits SME purchases from China, Iran, North Korea, or Russia, without a Department of Commerce Secretary-approved waiver. Goods or services sourced from foreign countries of concern, as defined in 15 U.S.C § 4651(8), require Micron's express written approval. If Supplier is ever uncertain about CHIPS Act requirements, it must promptly seek clarification from Micron and provide any CHIPS Act-related documents, reports, or forms requested by Micron or the U.S. Department of Commerce.

18. COMPLIANCE WITH LAWS; CODE OF CONDUCT: Supplier represents and warrants that, with respect to the provision of the goods and/or services under this Order and the performance of its legal and

contractual obligations hereunder, it is and shall be in compliance with all applicable local, state, federal and international laws, rules, codes, acts (including the provisions of Section 17) and regulations, and shall remain in compliance with all such laws, rules, codes, acts and regulations, including, without limitation, identifying, procuring, and maintaining any applicable permits, certificates, approvals, and/or inspections required under such laws, rules, codes, acts and/or regulations. Supplier will comply with the provisions of Section 17 for the purpose of content compliance, reporting, and country of origin requirements. If Supplier is notified of its noncompliance with any such laws, rules, codes, acts or regulations, Supplier shall promptly notify Micron of such noncompliance. Supplier shall, upon Micron's request, provide documentation regarding any supplied goods, equipment, and/or services. Supplier acknowledges and agrees that Supplier will at all times comply with the Responsible Business Alliance Code of Conduct, as set forth at www.responsiblebusiness.org, and agrees to apply the principles set forth therein with respect to its performance of this Order. Supplier agrees that it has implemented and will maintain during the term of this Order a code of conduct that is consistent with the Responsible Business Alliance Code of Conduct. Without limiting the foregoing, to the extent any goods provided by Supplier are incorporated into Micron's products, or to the extent any services provided by Supplier impact or relate to Micron's manufacturing processes, Supplier shall (a) contractually require its subcontractors to implement and maintain a code of conduct that is consistent with the Responsible Business Alliance Code of Conduct and (b) participate in, and contractually require its subcontractors to participate in, the Responsible Business Alliance's Validated Assessment Program to confirm compliance with the requirements in this Section. In addition, Supplier agrees to fully comply with all provisions of the Micron Supplier Requirements Standard, the Information Security Control Requirements, and the Registered Suppliers requirements, as set forth at www.micron.com, that are applicable to Supplier and the goods and/or services provided to Micron by Supplier. Any violation or breach of the provisions of this Section 18, including, but not limited to, the Responsible Business Alliance Code of Conduct will constitute a material breach of this Order.

19. **ETHICAL BUSINESS PRACTICES:** Supplier represents and warrants that it will comply with applicable anti-corruption and anti-bribery laws, including the Foreign Corrupt Practices Act of 1977, the UK Bribery Act 2010, and local anti-bribery and anti-corruption laws (collectively, "Anti-Corruption Laws"). Neither Supplier nor any of its officers, directors, employees, agents, or subcontractors shall offer, make, agree to make, receive or agree to receive, or authorize the provision of money or anything of value in any manner that would violate applicable Anti-Corruption Laws. In addition, Supplier represents and warrants that neither it nor its personnel act as an agent or representative for, and are otherwise not affiliated with, any government, government official, political party or candidate, or any government or state-owned enterprise, and shall advise Micron promptly and obtain written permission from Micron in writing prior to entering into any such relationship. Supplier shall provide, or shall cause to be provided, anti-corruption compliance training to all relevant officers, employees, agents, and subcontractors involved with performance of this Order, and shall notify such persons of the requirements of this Section 19. Supplier shall promptly notify Micron if Supplier has reasonable cause to believe, based on a good faith investigation, that a violation of this Section 19 has occurred or is likely to occur. Supplier shall cooperate fully in any investigation of any such potential violation. In the event Micron has cause to believe any such violation might have occurred or is likely to occur, Micron may, irrespective of its other rights and remedies, suspend or terminate this Order, withhold any monies currently owing, or claw back past payments made as appropriate to prevent or remediate such violation. Either party may disclose this Order, and any facts relating to this Order, to any governmental body or agency in connection with any official investigation or inquiry into compliance related to this Section 19.

20. **TRADE COMPLIANCE:** In connection with the sale, purchase, and/or receipt of the goods (including, without limitation, any components, hardware, materials, software, equipment, machinery, tools, technology, and/or technical data related thereto) from Supplier to Micron, Supplier hereby agrees to comply fully with all applicable U.S. and foreign laws and regulations related to export controls, customs regulations, and sanctions, including, without limitation: (a) those regulations maintained by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"); (b) the U.S. Export Administration Regulations ("EAR") maintained by the United States Department of Commerce, Bureau of Industry and Security ("BIS"); (c) the U.S. State Department's International Traffic in Arms Regulations ("ITAR"); and (d) Customs and Border Protection ("CBP"). Without limiting the foregoing, to the extent required under applicable U.S. or foreign law, Supplier agrees that it shall not, directly or indirectly, sell, export, re-export, transfer, release, service, divert, or otherwise dispose of any goods provided by Micron to Supplier directly or indirectly (including the release of controlled technology to foreign nationals from controlled countries) to or via any person, firm, entity, or country subject to: (i) export licensing requirements or other government approval; (ii) economic sanctions or trade embargoes (including entities or persons in or acting on behalf of such countries); or (iii) for any activity or use that is prohibited by the laws or regulations of the United States or other applicable jurisdiction, without obtaining prior authorization from all competent government authorities as required by those laws and regulations. Supplier understands that any goods provided by Supplier to Micron, as well as certain goods derived therefrom, may be subject to U.S. law and that re-export or diversion contrary to U.S. law may be prohibited. Supplier shall provide Micron with information regarding the export controls, customs classifications, and the country of origin, where applicable, for any goods provided by Supplier to Micron, including Export Control Classification Numbers, U.S. Munitions List Categories, Harmonized Tariff Schedule B Numbers, any other required commodity control codes, and any required non-U.S. classifications applicable to the transaction. In the event Supplier has not classified nor received classification from the manufacturer for goods provided by Supplier to Micron, Supplier shall provide Micron with sufficient information to classify such goods. Notwithstanding any other agreement between Supplier and Micron, neither party shall be required to take any action that is prohibited or penalized under the laws of the United States or other applicable jurisdiction, including, without limitation, the U.S. antiboycott laws administered by BIS and the U.S. Treasury Department's Internal Revenue Service. Upon Micron's request, Supplier shall submit to Micron a final bill-of-materials identifying all materials and/or components included in the goods and/or services supplied and/or installed by Supplier, as well as any other relevant information requested by Micron (which may include, without limitation, information identifying the source and/or country of origin for each material and component included in the goods and/or services supplied and/or installed by Supplier).

21. **PRIVACY:** "Personally Identifiable Information" means information that relates to an identified or identifiable individual, such as individuals' contact information, employee ID numbers, or other information about specific individuals. Supplier and its subcontractors will not use or disclose any Personally Identifiable Information it receives or creates in connection with this Order other than to perform Supplier's obligations under this Order in compliance with law. Supplier and its subcontractors will comply with all legal requirements applicable to its handling of Personally Identifiable Information. Supplier shall take all measures necessary to ensure the security of such information and all other Micron data. Within thirty (30) days of the termination or expiration of this Order, Supplier will comply with any request from Micron to provide it with a copy of such Personally Identifiable Information and then, regardless of whether such request has been made, securely delete such Personally Identifiable Information, except to the extent (a) retention of such information is reasonably necessary to administer another Order that is then in force or under active negotiation with Micron or (b) Supplier is legally required to retain it. To the fullest extent permitted by law, Supplier shall protect, defend, indemnify, and hold harmless the Micron Group from and against all Claims from any data subject or government authority asserted against any member of the Micron Group arising from or related in any way to breaches of any relevant laws governing privacy, data protection, or Personally Identifiable Information.

22. **DIVERSITY:** Supplier acknowledges that Micron is committed to promoting diversity, equality, and inclusion in all aspects of its business and in its work. As part of Micron's commitment to diversity, equality, and inclusion, it is Micron's policy to enter into supplier engagements with service providers that are committed to diversity, equality, and inclusion. Accordingly, Supplier agrees that it is committed fully to diversity, equality, and inclusion in both Supplier's work with Micron and with respect to its employment practices, including hiring, pay, promotions, and other terms, conditions, and privileges of employment. Micron reserves the right to request, and Supplier agrees to provide upon request, information about its diversity, equality, and inclusion practices, including statistics about its employment practices, within a reasonable amount of time of such request.

23. **MICRON'S EQUIPMENT:** All tools, equipment, parts, materials, drawings, and specifications furnished by Micron shall remain Micron's exclusive property, shall be used only for work performed for Micron, and shall be returned to Micron immediately upon demand or upon the termination or completion of this Order, whichever is earlier.

24. **ASSIGNMENTS; CHANGE OF CONTROL:** Supplier shall not assign, delegate, or subcontract this Order (or any obligations hereunder), whether by operation of law or otherwise, without Micron's prior written consent. Any such attempted assignment or delegation without Micron's prior written consent shall be void and of no force or effect and, at Micron's option, shall be cause for Micron's termination of this Order. Micron shall be entitled at any time to assign, delegate, or subcontract this Order (or any obligations hereunder) to any third party without Supplier's prior written consent. Supplier shall provide Micron at least ninety (90) days' prior written notice of any change of Control. In the event of a change of Control of Supplier, Micron may (at its option) terminate this Order by giving Supplier thirty (30) days' prior written notice thereof. For purposes of this Order, "Control" shall mean: (a) the legal, beneficial, or equitable ownership, directly or indirectly, of (i) at least fifty percent (50%) of the aggregate of all voting equity interests in an entity, or (ii) equity interests having the right to at least fifty percent (50%) of an entity or, in the event of dissolution, to at least fifty percent (50%) of the assets of an entity; (b) the right to appoint, directly or indirectly, a majority of the board of directors; (c) the right to control, directly or indirectly, the management or direction of the entity by contract or corporate governance document; or (d) in the case of a partnership, the holding by an entity (or one of its affiliates) of the position of sole general partner.

25. **RELATIONSHIP BETWEEN PARTIES:** The relationship between the parties hereto is that of independent contractors. Nothing in this Order shall be construed as creating any partnership, joint venture, or agency between Micron and Supplier. Supplier's employees, agents, and subcontractors shall not be deemed agents or employees of Micron. Supplier shall have complete charge and responsibility for its employees, representatives, agents, and subcontractors and their respective employees, representatives, and agents. Supplier shall comply with all applicable laws regarding terms and conditions of employment, payment of minimum wage, legally mandated employee benefits, compliance with mandated work hours, and employment of underage or child labor. Supplier shall comply with all employment and labor laws when providing services, and must provide its employees with the legal right to work in the country in which they are working. The indemnity set forth in Section 11 above shall include any claim made or threatened whether by legal proceedings or otherwise, against Micron by a third party on the grounds that any person supplied or engaged by Supplier is or was deemed to be an employee of Micron. Supplier further agrees that if Micron is required by law or otherwise to include Supplier or any of Supplier's employees in any of Micron's benefit plans or provide severance benefits under law, Supplier shall reimburse Micron for the actual amount required to be paid, or the fair market value of any benefit received by Supplier and/or Supplier's employees arising from work performed under this Order.

26. **SAFETY COMPLIANCE AND NON-INTERFERENCE:** If Supplier or any subcontractor of Supplier performs any services or collects or delivers any goods on Micron's premises, Supplier shall, and shall cause such subcontractor to: (a) comply with all of Micron's safety and security requirements, such as Micron's Contractor and Vendor EHS Requirements Standard, and all other applicable or pertinent health and safety laws and regulations; and (b) provide Micron with evidence of insurance in accordance with the minimum limits required by Micron. Supplier agrees that Supplier and its assigns, employees, representatives, subcontractors, and agents shall comply with all directives of Micron's supervisory personnel and further shall not interfere with any of Micron's operations. Non-compliance with the foregoing may, at Micron's option, result in termination of this Order for cause.

27. **FORCE MAJEURE:** Micron shall not be responsible, in any manner, for any failure or delay in the performance of any of its obligations hereunder caused by a strike, lockout, or other industrial disturbance, act of public enemies, any government action, civil or military action, insurrection, riot, landslide, hurricane, drought, fire, earthquake, explosion, flood, storm, act of God, or any other cause or event (whether foreseeable or unforeseeable) not reasonably within Micron's control.

28. **LIMITATION OF LIABILITY:** TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL ANY MEMBER OF THE MICRON GROUP BE LIABLE TO SUPPLIER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, OR OTHER DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS) ARISING OUT OF OR RELATED TO THIS ORDER, WHETHER BASED IN CONTRACT, TORT, OR ANY OTHER THEORY OF LIABILITY, EVEN IF THE MICRON GROUP (OR ANY MEMBER THEREOF) HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LIABILITY. WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF THE MICRON GROUP ARISING OUT OF OR RELATED TO THIS ORDER EXCEED THE LESSER OF THE AMOUNTS PAYABLE BY MICRON TO SUPPLIER UNDER THIS ORDER, OR TEN THOUSAND U.S. DOLLARS (\$10,000). SUPPLIER FURTHER ACKNOWLEDGES AND AGREES THAT ANY CLAIM OR ACTION BROUGHT BY SUPPLIER AGAINST ANY MEMBER OF THE MICRON GROUP ARISING OUT OF OR RELATING TO THIS ORDER MUST BE COMMENCED BY SUPPLIER WITHIN ONE (1) YEAR FROM THE DATE THE CAUSE OF ACTION AROSE.

29. NOTICES: All notices shall be in writing and deemed effective upon delivery: (a) in person; (b) by verified facsimile transmission; or (c) by registered mail, postage prepaid, return receipt requested, and to the addresses set forth herein, as the same may be changed pursuant to a written notice provided pursuant to this Section 29. Supplier shall also send a copy of any notice to the attention of Micron's Chief Legal Officer at such address as designated by Micron.

30. GOVERNING LAW; EXCLUSIVE JURISDICTION: This Order, the validity, interpretation, and performance of this Order, and all matters arising hereunder or in connection herewith shall be exclusively governed by and construed solely in accordance with the laws of the State of California without giving effect to such State's conflict of laws rules or principles. The parties hereto hereby expressly acknowledge and agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to the rights and obligations of the parties under this Order or the interpretation of the terms and conditions of this Order. Supplier hereby consents to the jurisdiction of the State and Federal courts located in the State of California for any dispute involving or arising in connection with this Order.

31. REMEDIES/NON-WAIVER: Micron's remedies provided herein are cumulative and in addition to any other or further remedies provided by law or in equity. Any waiver of any kind by a party of a breach of this Order must be in writing, shall be effective only to the extent set forth in such writing, and shall not operate or be construed as a waiver by such party of any subsequent breach. Any delay or omission in exercising any right, power, or remedy pursuant to a breach or default by a party shall not impair any right, power, or remedy that such party may have with respect to that or any other future breach or default.

32. ATTORNEYS' FEES AND COSTS: The prevailing party to any legal action arising out of this Order shall be entitled to recover, from the other party, all the attorneys' fees and costs the prevailing party incurred in bringing or defending such action, including such fees and costs on appeals.

33. SEVERABILITY: If it is determined by a court of competent jurisdiction, as part of a final nonappealable ruling, government action, or binding arbitration, that any provision of this Order (or part thereof) is invalid, illegal, or otherwise unenforceable, such provision shall be enforced as nearly as possible in accordance with the stated intention of the parties, while the remainder of this Order shall remain in full force and effect and bind the parties according to its terms. To the extent any provision (or part thereof) cannot be enforced in accordance with the stated intentions of the parties, such provision (or part thereof) shall be deemed not to be a part of this Order; provided that in such event the parties shall use their best efforts to negotiate, in good faith, a substitute, valid, and enforceable provision that most nearly effects the parties' intent in entering into this Order.

34. HEADINGS: Headings are inserted solely for convenience of reference, shall not constitute a part of this Order, and shall not otherwise affect the interpretation hereof.

35. ELECTRONIC TRANSACTIONS: Subject to the terms and conditions of this Section 35, Micron and Supplier agree that this Order and all documents related to the transactions contemplated by this Order will be transmitted electronically through Micron's system or application of choice. This includes, but is not limited to, transmission of purchase orders, order confirmations, advance ship notices, and/or invoices. In connection with system-to-system implementations, the parties will implement the particular transaction sets and/or message specifications mutually agreed upon by the parties. Each party's implementation will comply with applicable standards (e.g., applicable ANSI standards or RosettaNet PIPs), except as otherwise mutually agreed in writing. If any element of an applicable standard conflicts with a provision of this Order, the provision of this Order will control. Where applicable standards require that the receiving party issue a notice to the other confirming message receipt, such notice will not constitute a binding acceptance or acknowledgement of anything more than mere receipt. If a party has adopted an electronic identifier (e.g., a digital signature), the other party is entitled to rely on the authenticity of messages signed by or otherwise associated with such electronic identifier, unless and until notified otherwise by the adopter. Either party may use a third party service provider in connection with e-business activities (e.g., to route or translate EDI or XML messages, or to host web-based services). The party contracting with a service provider (as contemplated in this Section) must require that such service provider (a) use information disclosed to or learned by such service provider in connection with providing services solely for the purpose of providing the applicable services, and (b) not disclose such information to any third party. Either party may begin to use a service provider (as contemplated in this Section) that it wishes to engage and may change a service provider that it had previously engaged upon reasonable prior written notice to the other party. Each party will be liable for the acts or omissions of its service provider in connection with the activities contemplated by this Section.

36. NO THIRD PARTY RIGHTS: Nothing in this Order, express or implied, is intended to or shall confer upon any person or entity not a party hereto any right, benefit, or remedy of any nature whatsoever under or by reason of this Order.

37. SURVIVAL: Any provisions herein that by their nature extend beyond the expiration, termination, or fulfillment of this Order shall survive such expiration, termination, or fulfillment.