



## 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.

Micron Semiconductor Technology  
India Private Limited  
507, Shapath Hexa,  
Opps Gujarat High Court SG Highway,  
Ahmedabad, Gujarat  
380060 India  
GSTIN : 24AAQCM3409E1ZL

DATE ORDERED	DATE REQUIRED	CHANGE ORDER DATE	PO NUMBER	PAGE
12.01.2024 MST	18.01.2024		3501118724	1

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CONNECTIVITY IT SOLUTIONS  
PRIVATE LIMITED  
NO 1877 31ST CROSS 10TH MAIN  
1ST FLOOR BANASHANKARI 2ND STAGE  
560070 BENGALURU-URBAN BENGALURU

Micron Semiconductor Technology  
India Private Limited  
Av-11, BOL Industrial Estate,  
GIDC II,  
382110 SANAND,  
INDIA

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Accounts Payable  
Micron Semiconductor Technology  
India Private Limited  
Av-11, BOL Industrial Estate,  
GIDC II,  
382110 SANAND,  
INDIA

CONFIRMED WITH VENKAT RAJAN		PURCHASING CONTACT India Purch Grp	PAYMENT TERMS PAY IN 60 DAYS, NO DISCOUNT	SHIP VIA N/A	INCOTERMS FOB FREE ON BOARD(DOMEST	ORDER TYPE YNRS
LINE NO.	QTY ORDERED U/M	MICRON ITEM NUMBER DESCRIPTION	SUPPLIER ITEM NUMBER	DATE REQUIRED	PRICE/UNIT EXTENDED COST	

Validity start: 15.01.2024    Validity end: 19.01.2024

1	1				555.000,00
	LO				555.000,00
		Manpower for IT related works.			

Relocation of DC and Monitors Installation.

Total net item val. excl. tax	INR	555.000,00
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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  
  
12.01.2024  
MST

AUTHORIZED SIGNATORY



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380060 India

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

### General Notes

Quote No : CS/RQ-BLR/2022-23/0040

Date : 11-Jan-24

Please confirm receipt of purchase order and delivery date once available, is there any price currency changes required

Contact: [slok@micron.com](mailto:slok@micron.com)

[IN\\_Indirect\\_Purch@micron.com](mailto:IN_Indirect_Purch@micron.com)

### T&C Note

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 Semiconductor Technology India Private Limited (#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. 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 the hazards of shipment and storage; (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 16 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 valid invoice(s) only after delivery of the goods and/or completion of the services ordered by Micron has been accepted by Micron hereunder, as provided more particularly below in this Clause. Original invoices shall be submitted and shall include purchase order number, line item number, part number, and complete bill-to address, GSTIN, description of items, quantities, unit price (matching the currency in the relevant purchase order), breakup along with the applicable GST, if any, payable thereon, extended totals, and all other details/ particulars/ information required to be furnished in this regard, in terms of the applicable laws. Where the Supplier is based out of India, the applicable GST, if any, shall be paid by Micron, only upon fulfillment of the following conditions cumulatively:

- (i) The Supplier shall enable Micron to claim Input Tax Credits (#ITC#), if any, available to Micron, under the applicable laws.
- (ii) The Supplier shall discharge the liability of GST to the concerned authorities and upload the relevant details and the GST returns in relation to such payments within the stipulated timelines prescribed under the applicable laws.

If at any time the credit ITC of GST, paid by Micron, under any invoice issued by the Supplier, is denied to Micron, or payment is demanded by statutory authorities due to a deficient invoice or incorrect reporting of transactions or inadequate documents or in the event an invoice or other tax documents do not satisfy the requirements under the applicable laws or due to the Supplier's failure to deposit any tax collected from Micron, the Supplier undertakes to defend, indemnify and hold Micron harmless against any demand or denied ITC as well as any interest, fines, penalties imposed on Micron and all other charges/ expenses incurred by Micron as a result of claiming such ITC.

In case there is a deficiency in supply, on which the payment, has been made by Micron to the Supplier, the Supplier shall issue credit notes to Micron immediately, for such amounts paid (including the GST paid, thereon) to them, in accordance with the GST legislations and declare the details thereof, in its return for the month during which such credit notes have been issued. 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 acceptance of the relevant goods or services ordered herein, except where a Supplier is classified as a micro, small or medium enterprise as per Micro, Small and Medium Enterprises Development Act, 2006 ("MSME Supplier#), in which case such MSME Supplier shall be required to raise invoice upon Micron within three (3) days of delivery and acceptance of the goods or services ordered by Micron 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. Except in case of a MSME Supplier, 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 to the Supplier (except in case of MSME Supplier) within 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. Where payments are required to be made to MSME Suppliers, subject to receipt of accurate and conforming invoice as per requirements of Micron, the time period for such payment shall commence from the later of: (a) the date of acceptance of the goods and/or services by Micron (to its satisfaction) pursuant to delivery or reordering of such goods and/or services; or (b) in case of receipt of goods and/or services which are deficient or not in accordance with or non-conforming with requirements of Micron or this Purchase Order, the MSME Supplier shall be required to replace, repair or remedy such non-conformance (as required by Micron) immediately upon Micron's written intimation to the MSME Supplier of such deficient, defective or non-conforming goods and/or services and the date wherein such defective, deficient or non-conforming goods and/or services have been duly remedied, repaired or replaces by the MSME Supplier (to the satisfaction of Micron) shall be the date of acceptance (#Acceptance Date#). In case of MSME Supplier, Micron shall issue payment within 45 (forty five) days from the Acceptance Date, subject to Micron receiving an accurate and conforming Supplier invoice for the goods and/or services in terms of this Purchase Order (which shall include, without limitation, any relevant supporting documentation).

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 parent, 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 under this Section, and otherwise under this Order, to safeguard the interests of the Micron Group.

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 and/or services sold by 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 (or any component thereof) provided by the Supplier by reason of infringement, Supplier shall, at its expense and at Micron's option, either 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.

13. 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 Micron" and the intellectual property rights in such Developments shall vest exclusively in Micron. Supplier agrees to the such development 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 written agreements with Supplier which ensure that the work they do is subject to the terms and conditions of this Section 13; and (b) it 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.

14. 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 material paid for. In addition to Micron's other rights and remedies, Micron may cancel or suspend this Order, in whole or in part, by written notice to Supplier, for cause if: (a) the goods and/or services (or any part thereof) all any inspection or test hereunder are defective or non-conforming; (b) the goods and/or services are not delivered to Micron as scheduled; (c) Supplier makes a general assignment for the benefit of creditors, a receiver and/or manager for 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, officers, 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 shall remain the exclusive property of the Micron Group and shall immediately be returned, together with all copies thereof, to Micron upon request. 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 in no case with less than reasonable care. In addition, Supplier may not use Micron's name or trademarks in any type of advertisement materials, websites, press releases, interviews, articles, brochures, business cards, project references, or client listings 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.

16. 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, handling, use, collection, manufacture, processing, sale, transfer, treatment, packaging, storage, disposal, conversion, transportation, spill, release, discharge, destruction, emission, or effect, either itself or in combination with other materials, is: (a) liable to cause harm to human beings, other living creatures, plants, micro-organisms, or property; (b) potentially injurious to public health, safety, welfare, or the environment; (c) a basis for potential liability to any governmental agency or a third party under any Environmental Laws; and/or (d) 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 any applicable 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 any state in India 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). The term "Environmental Laws" as used herein includes: (i) The Environment (Protection) Act, 1986, (ii) The Water (Prevention and Control Of Pollution) Act, 1974, (iii) The Air (Prevention and Control Of Pollution) Act, 1981, (iv) The E-waste (Management) Rules, 2016, (v) The Hazardous and other Wastes (Management And Transboundary Movement) Rules, 2016, (vi) The Manufacture, Storage and Import of Hazardous Chemical Rules 1989, (vii) The Factories Act 1948, (viii) The National Green Tribunal Act, 2010, (ix) The Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and Their Disposal, (x) any substance or activity regulated by EU Directive 2004/37/EC on workers protection from exposure to carcinogens, mutagens, or reprotoxic substances, Directive 98/24 on workers protection from exposure to chemical agents and EU Directives adopted thereunder; Directive 2013/148 on workers protection from exposure to asbestos; EU Candidate List of 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 2000/53 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, and/or (xi) all foreign, national, international, European Union, Central, 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. 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). 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 and hazards associated with such goods and/or services. Reference to Hazardous Materials includes handling, transportation, storage, use, and disposal of Hazardous Materials, as applicable to Supplier or Micron. Prior to causing Hazardous Materials to be on, in, or near Micron's facilities or operations, 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. 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 laws, rules, and regulations, and shall remain in compliance with all such laws, rules, and regulations, including, without limitation, identifying, procuring, and maintaining any applicable permits, certificates, approvals, and/or inspections required under such laws, rules, and/or regulations. If Supplier is notified of its noncompliance with any such laws, rules, or regulations, Supplier shall promptly notify Micron of such noncompliance. 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](http://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, as well as the provisions of the Supplier Requirements for Registered Suppliers, as set forth at [www.micron.com](http://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 17, including, but not limited to, the Responsible Business Alliance Code of Conduct will constitute a material breach of this Order.

18. 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 2011, Prevention of Corruption Act, 1988 and the Prevention of Money Laundering Act, 2002 (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 18. Supplier shall promptly notify Micron if Supplier has reasonable cause to believe, based on a good faith investigation, that a violation of this Section 18 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 18.

19. 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., India 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"); (d) Customs and Border Protection ("CBP"); and (e) Foreign Trade (Development & Regulation) Act, 1992 (f) Customs Act, 1962 read with Customs Tariff Act, 1975 g) Foreign Trade Policy and the related rules and regulations thereunder from time to time. Without limiting the foregoing, to the extent required under applicable U.S., foreign, or Indian 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 India laws and that re-export or diversion contrary to India laws may be prohibited. For smooth customs clearance, the Supplier shall ensure the following:

- The Supplier shall arrange necessary documents and must deliver all required documents and information for smooth transportation, customs clearance and delivery of goods to Micron, before shipment and customs clearance, such as technical specifications, lay-out, net weight, gross weight, invoice, packing list, airway bill / bill of lading, insurance certificate, declaration form, test report, catalogue/technical write-up, 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 Codes, Schedule B Numbers, any other required commodity control codes, and any required non-U.S. classifications applicable to the transaction. In the event the Supplier has not classified nor received classification from the manufacturer for goods provided by the Supplier to Micron, the Supplier shall provide Micron with sufficient information to classify such goods.
  - The Supplier shall provide certificate of origin of goods compliant with customs legislations in case wherein treaty trade benefit is being availed or any other document required for clearance or availing concessional duty benefit as requested by Micron;
  - The Supplier shall exercise due diligence in verifying the classification, description and import documentation in relation to customs clearance of goods.
  - The details of shipment including the details of the vessel transporting the goods, expected arrival time, date of loading, unloading etc. shall be provided to Micron promptly at least fifteen (15) days prior to the arrival of the goods within India.
  - In case of delay in clearance due to not providing of documents by the Supplier or any other negligence on part of the Supplier, the Supplier shall be responsible for transfer and storage of goods in a custom warehouse or any other location, as may be required.
  - The Supplier must ensure that the goods are transported from port to Micron premises in container having one -time seal prescribed by customs authorities, if required.
  - Where the Supplier is clearing the goods, it must declare the GSTIN of Micron in the customs documentation to ensure that the input tax credit of Integrated GST paid as part of customs duties is available to Micron.
  - Micron may request that all shipments must be consolidated at the port of departure and must be shipped by one vessel. In such instance, partial shipments would not be allowed. The Supplier shall co-operate with Micron for applicability of concessional rate and customs clearance.
  - The Supplier shall defend, indemnify and hold Micron harmless from and against any customs duty including interest, penalty arising as a result of wrong information provided by the Supplier to Micron.
  - The consignment should be demurrage free. Any demurrage payable would be borne by the Supplier except when delay is attributable to Micron's fault.
- 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, India 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.

20. 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 the 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.

21. 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.

22. ASSIGNMENTS: 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.

23. 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 all statutory dues, payment of minimum wage, legally mandated employee benefits, compliance with mandated work hours, and employment of underage or child labor, and Micron shall be entitled to request from Supplier appropriate documentation (to Micron's satisfaction) verifying Supplier's compliance with the foregoing. 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.

24. 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.

25. 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.

26. 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.

27. NOTICES: All notices shall be in writing and deemed effective upon delivery: (a) in person; or (b) 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 27. Supplier shall also send a copy of any notice to the attention of Micron's General Counsel at such address as designated by Micron.

28. 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 India. 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 courts located in Ahmedabad, India for any dispute involving or arising in connection with this Order.

29. 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.

30. 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.

31. 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.

32. 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.

33. ELECTRONIC TRANSACTIONS: Subject to the terms and conditions of this Section 33, 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.

34. 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.

35. 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.

Micron Semiconductor Technology India Private Limited