Cirrus Logic, Inc. Terms and Conditions of Sale

1. **General.** These terms of sale (the "Terms") apply to all quotations made by and purchase orders acknowledged in writing by Cirrus Logic, Inc. ("Cirrus Logic") to the purchasing party ("Buyer") for goods (collectively "Products") and are hereby incorporated by reference into such quotations and acknowledgements. Any purchase order submitted by Buyer in response to a quotation by Cirrus Logic shall be treated as an acceptance of the quotation and these Terms regardless of any preprinted terms in such purchase order. If these Terms are included or referenced in a confirmation by Cirrus Logic to either a conditional acceptance by Buyer or a purchase order submitted to Cirrus Logic other than in response to a quotation, then these Terms constitute a counteroffer by Cirrus Logic, the acceptance of which is expressly limited to these Terms. All of these Terms supersede and replace all of the terms of Buyer's purchase order, if any, and Buyer's acceptance of or payment for Products constitutes Buyer's acceptance of these Terms. These Terms shall apply whether or not they are attached to or enclosed with Products to be sold hereunder. No order shall be finalized until Cirrus Logic has sent Buyer a confirmation of the order. The "Agreement" is comprised of (i) the quotation made by Cirrus Logic (if any), (ii) these Terms and (iii) any particular terms of Cirrus Logic's confirmation, such as the particular delivery location, quantities, shipment sizes or delivery schedule.

2. **Order Process.** All orders for Products must meet the minimum order quantities (and multiples thereof), specified by Cirrus Logic from time to time. In the case of wafer purchases, the minimum order quantity shall be measured in 'Units' (or multiples thereof). A 'Unit' shall mean a good tested die. Cirrus Logic reserves the right to make changes at any time to the specification of the Products, provided such changes do not materially affect the installation, or performance thereof. Any such change shall not invalidate any order placed with Cirrus Logic prior to such change being implemented, or render Cirrus Logic liable to Buyer in any way whatsoever.

3. **Payment.** If Cirrus Logic has extended credit to Buyer, all invoices are due and payable 30 days from the invoice date. No discounts are authorized. Payment must be made in US dollars. Each delivery will be considered a separate and independent transaction for which payment will be due and payable. Cirrus Logic may transmit invoices by facsimile, email, or other electronic means. If Buyer fails to make any payment when due, Cirrus Logic may immed suspend or cancel performance under any agreements in which Cirrus Logic has extendea

credit to Buyer. If, in the reasonable judgment of Cirrus Logic, the financial condition of Buyer at any time does not justify continuation of production or deliveries on credit, then Cirrus Logic may provide written notice to Buyer and require Buyer to provide adequate assurances that Cirrus Logic's invoices will be paid in accordance with these Terms. Cirrus Logic may suspend any performance under the Agreement until such assurances are provided. Termination or suspension of performance under this Section shall not affect Cirrus Logic's right to pursue any other available remedies.

4. **Delivery.** All delivery dates are estimates only, and deliveries may be made in installments. Cirrus Logic will be excused from performance and not be liable for delay in delivery or for non-delivery, in whole or in part, caused by the occurrence of any contingency beyond Cirrus Logic's reasonable control, including, but not limited to, fire or explosion; flood, storm, or other act of God; war (whether or not an actual declaration of war is made); epidemic; sabotage; insurrection, riot or other act of civil disobedience; act of public enemy; act of any government or any agency or subdivision; judicial action; labor dispute; accident; defaults of suppliers; failure or delay in transportation; shortage of labor, fuel, raw material, or machinery; or technical or yield failure where Cirrus Logic has exercised ordinary care to prevent the failure. If any contingency occurs, Cirrus Logic may, at its sole discretion, allocate available quantities of Products among all of its affected customers.

5. **Shipment.**

   a) All deliveries are FCA at the point of shipment specified by Cirrus Logic (INCOTERMS® 2020). Delivery occurs upon making the Product available to the carrier at the shipping point. Title and risk of loss also pass to Buyer at the time the Product is made available to the carrier at the shipping point. The carrier will be deemed to be acting as Buyer's agent and all claims for damage to, or loss of, Products must be filed by Buyer with the carrier.

   b) Buyer shall designate a carrier of Buyer's choice in writing prior to the shipment date. Buyer shall be responsible for all freight charges, import duties, taxes and any other expenses incurred or licenses or clearances required at port of origin, port of entry, and destination.

6. **Delayed Shipments.** Cirrus Logic's unit prices for the Products are based on an assumption that no significant increase in its costs will occur between the date of the quotation and the shipment date. With respect to any Products that are not scheduled to be delivered within 90 days of the date of Cirrus Logic's quotation of the unit prices for these Products, Cirrus Logic shall have the right and option to renegotiate the unit prices for those Products. If Cirrus Logic elects to renegotiate those unit prices, it will so notify Buyer in writing. If Buyer and Cirrus Logic cannot agree upon a suitable increase in the unit price of any such Product within 30 days following the notice, then Cirrus Logic may delete the affected Products from the Agreement, and thereafter neither party will have any further obligation with regard to the purchase, sale, or delivery of those Products.

7. **Shortages and Return.** Buyer must report any shortages in shipment to Cirrus Logic in writing within 30 days after receipt. In addition, Buyer must report any discrepancy between a

particular shipment of Products and its packing list, in terms of quantity or part number, within 30 days after receipt. If Buyer fails to notify Cirrus Logic in writing of any such shortage or discrepancy within this 30-day period, the shipment will be conclusively deemed to have been correct, and thereafter Buyer shall have no right to make any claims for shortage or correction. If a return should be necessary, Buyer will comply with the then-current Cirrus Logic RMA Return Procedures, which will be furnished to Buyer by Cirrus Logic upon Buyer's request. All Products must be untouched (and in the case of wafers must not have been processed including without limitation back-grinding, sawing and/or singulation) and in original packaging. If any Products are returned damaged or in incorrect packaging Cirrus Logic reserves the right to reject the return or charge Buyer for costs and/or losses arising from damaged and/or incorrectly packaged Products.

8. **Specifications.** With the exception of Products designed for and sold exclusively to a specific customer ("Custom Product"), Cirrus Logic may unilaterally modify the specifications of Products and substitute units manufactured to such modified specifications, provided that the modification does not materially affect the form, fit, and function of the Product. Cirrus Logic will use commercially reasonable efforts and discretion to notify Buyer, as appropriate, of any such modifications.

9. **Limited Warranty.**

   a) Subject to the limitations set forth in Sections 9 and 11 and 14, Cirrus Logic warrants that the Products will be free from defects in material and workmanship under normal use and service, be free of all liens and encumbrances, and will conform to Cirrus Logic's final published specifications for the Product. THE FOREGOING WARRANTY IS THE ONLY WARRANTY MADE BY CIRRUS LOGIC AND IS IN LIEU OF ALL OTHER WARRANTIES. CIRRUS LOGIC HEREBY EXPRESSLY DISCLAIMS ANY OTHER WARRANTIES, WHETHER EXPRESSED, STATUTORY, OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE. FURTHER, CIRRUS LOGIC EXPRESSLY DISCLAIMS ANY WARRANTIES WITH RESPECT TO: (A) SAMPLES OR MODELS;(B) PRODUCTS PROVIDED WITH A "PRELIMINARY" OR "ADVANCED" DATASHEET; (C) ANY PRODUCT THAT WAS DAMAGED, ALTERED OR MODIFIED BY ANY PARTY OTHER THAN CIRRUS LOGIC; (D) ANY END-USE APPLICATION OR SYSTEM LEVEL DESIGN INCORPORATING THE PRODUCT; (E) ANY INCOMPATIBILITY OR INTERACTION WITH OTHER COMPONENTS USED BY BUYER (OR ITS CUSTOMER); OR (F) ANY PRODUCT USED IN A MANNER NOT AUTHORIZED UNDER SECTION 14.

   b) Cirrus Logic's obligations under the limited warranty set forth in Section 9(a), **and Buyer's sole and exclusive remedy with respect to any breach of such warranty,** are limited to, at Cirrus Logic's sole option, the replacement or repair of the Product, or the return of the amount paid by Buyer for any Product not meeting such limited warranty, but only if such Product (i) is returned to Cirrus Logic within one year after the date of shipment (in accordance with Section 9(e) below), and (ii) is, after examination by Cirrus Logic, determined to be defective in material and/or workmanship under normal use and service. The repair or replacement of any Produ will not extend the original one year warranty period for that Product, but the warranty

for any repaired or replacement Product will continue for the remaining portion of the original one year warranty period. **IN NO EVENT WILL CIRRUS LOGIC BE LIABLE FOR THE COST OR PROCUREMENT OF SUBSTITUTE PRODUCTS.**.

c) Notwithstanding the limited warranty set forth in Section 9(a) above, Buyer agrees that Products that are not finished and/or not fully encapsulated, including but not limited to engineering samples, development products, Prototype Units, and non-production products, are sold "AS IS" and "WHERE IS" without warranty of any kind. For purposes of this Section, "Prototype Units" mean preliminary, unqualified engineering samples, products that are in development, and samples of production products. Products issued as samples may not be used in products for retail sale or distribution.

d) The foregoing limited warranty extends to Buyer only and may be invoked only by Buyer on behalf of itself or its customers. Cirrus Logic will not accept returns of Product or warranty claims from Buyer's customers.

e) If Buyer believes that any Products may be defective in material and workmanship under normal use and service or fail to conform to Cirrus Logic's approved specifications, Buyer must, within 30 days of learning of such problem (but no later than one year after shipment), give written notice to Cirrus Logic with a detailed description of the problem. Buyer will comply with the then-current Cirrus Logic RMA Return Procedures, which will be furnished to Buyer by Cirrus Logic upon Buyer's request.

f) EXCEPT AS SET FORTH IN THIS SECTION 9, CIRRUS LOGIC SHALL HAVE NO OBLIGATIONS OR LIABILITIES WITH RESPECT TO ANY PRODUCT AND ITS PERFORMANCE. CIRRUS LOGIC NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER OBLIGATIONS OR LIABILITIES IN CONNECTION WITH THE SALE, PERFORMANCE, OR USE OF ANY PRODUCT.

10. **Intellectual Property Indemnification.**

a) Cirrus Logic shall defend any proceeding brought against Buyer if and to the extent that the proceeding is based on a claim that any Products supplied by Cirrus Logic to Buyer directly infringe any duly issued, valid and enforceable United States, European Union country, United Kingdom, or Japan patent, copyright, mask work right, or trademark, and Cirrus Logic shall pay all damages and costs finally awarded in the proceeding against Buyer in respect of such direct infringement, provided that Cirrus Logic is promptly informed and furnished a copy of each communication, notice, or other action relating to the alleged infringement and is given authority, information, and assistance necessary to defend or settle the proceeding. Notwithstanding the foregoing, Cirrus Logic shall not be obligated to defend claims, or be liable for costs and damages (i) with respect to Products whose datasheets indicate indemnification is not provided or (ii) if the infringement arises out of compliance with Buyer's (or its customer's) specifications, or from a combination with, an addition to, or a modification of the Products after delivery by Cirrus Logic, or from use of the Produ or any part thereof, in the practice of a process. Subject to Section 10(b) below, Cirrus

Logic's obligations under this Section 10(a) shall not apply to any infringement occurring after Buyer has received notice of such proceeding or other communication alleging the infringement unless Cirrus Logic has given written permission for the continuation of acts alleged to constitute infringement. **In no event will Cirrus Logic's total liability to Buyer under this Section exceed the aggregate sum paid to Cirrus Logic by Buyer for Products that were alleged to infringe and were purchased under the Agreement. In no event will Cirrus Logic's obligations under this Section extend to any defense, damages, or costs associated with allegations, or a finding, of willful infringement based on Buyer's actions or those of a third party.**

b) If the Products supplied by Cirrus Logic to Buyer are held to infringe any United States, European Union country, United Kingdom, or Japan patent, copyright, mask work right, or trademark, and Buyer is enjoined from using the Products, or if Cirrus Logic discontinues shipment pursuant to Section 10(c) below, Cirrus Logic will use commercially reasonable efforts, at its option and at its expense, to: (i) procure for Buyer the right to use the Products free of any liability for such infringement, or (ii) replace the Products with a non-infringing substitute otherwise complying substantially with all requirements of the Agreement, or (iii) refund the purchase price of the infringing Products.

c) If the infringement is alleged prior to completion of delivery of Products under the Agreement, Cirrus Logic may decline to make further shipments without breach of the Agreement.

d) Buyer will hold Cirrus Logic harmless from, and defend Cirrus Logic against, any cost, expense (including reasonable legal fees and expenses), damage, or liability arising from Cirrus Logic's compliance with Buyer's (or its customer's) design or specification, including, without limitation, third-party claims for intellectual property infringement. **The foregoing indemnification specifically covers and includes any claims based on, arising from, or alleging the sole or concurrent negligence of Cirrus Logic or its affiliates, employees, agents, or representatives.**

e) THE FOREGOING SUBPARAGRAPHS 10(a) THROUGH 10(d) STATE THE ENTIRE OBLIGATIONS AND LIABILITIES OF CIRRUS LOGIC TO BUYER FOR INFRINGEMENT OF ANY AND ALL PATENTS, COPYRIGHTS, TRADEMARKS, OR MASK WORK RIGHTS OF THIRD PARTIES; ARE STATED IN LIEU OF ANY OTHER EXPRESS, IMPLIED, OR STATUTORY WARRANTY AGAINST INFRINGEMENT; AND WILL BE THE SOLE AND EXCLUSIVE REMEDY FOR PATENT, MASK WORK, COPYRIGHT, TRADEMARK, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY INFRINGEMENT OF ANY KIND THROUGHOUT THE WORLD.

11. **Disclaimer.** Notwithstanding the provisions of Sections 9 and 10 above, Cirrus Logic disclaims and makes no warranty, express, statutory or implied, including the implied warranties of merchantability/satisfactory quality, freedom from patent infringement, and fitness for particular purpose, with regard to any Product or component of any Product that is not actually manufactured by Cirrus Logic. These other products or components of products r.

be warranted by the original manufacturer of these products. For further information regarding the possible warranty of these products, contact Cirrus Logic.

12. **Cancellation and Rescheduling.** Orders confirmed by Cirrus Logic may not be rescheduled by Buyer, nor cancelled by Buyer, in whole or in part, without Cirrus Logic's prior written consent. Consent shall be given or withheld at Cirrus Logic's sole discretion. If consent is given Cirrus Logic reserves the right to make such consent conditional on Buyer paying all costs associated with the order cancellation or reschedule request, and to invoice Buyer for the same. The prompt payment of such costs will be a material condition of Cirrus Logic agreeing to such cancellation or reschedule request.

13. **Breach.**

    a) If Buyer is in breach of its obligations under the Agreement (other than those under Section 23(d)) and fails to cure the breach within 30 days following notice by Cirrus Logic, Cirrus Logic may, at its option, suspend further performance by it, terminate the order as to any undelivered portion, or continue to perform. In each case, however, Buyer will remain liable for all unpaid charges and sums due to Cirrus Logic and will reimburse Cirrus Logic for all damages suffered or incurred by Cirrus Logic as a result of Buyer's breach. The remedies provided herein will be in addition to all other legal rights and remedies available to Cirrus Logic.

    b) Cirrus Logic shall be entitled to terminate the Agreement and any order with immediate effect by written notice to that effect to Buyer if (a) Buyer breaches Section 23(d), or (b) continued performance of any obligation or exercise of any right under this Agreement by Cirrus Logic would result in a violation of Trade Laws (as that term is defined in Section 23), or would require authorization, permit, license or other form of permission from any government authority to ensure compliance with Trade Laws.

14. **Buyer's Use or Application of Products and Software**

    a) Buyer (or Buyer's customer) is solely responsible for the end use of the Products (and/or Software) and for the design, validation and testing of applications or systems in which the Products (and/or Software) are incorporated or used. Prior to manufacturing, using, distributing, importing or selling any products, applications or systems including Products (and/or Software), Buyer (or Buyer's customer) is solely responsible for (i) ensuring the safety and security of such products, applications or systems, and effecting and implementing safeguards to minimize inherent or operational hazards (ii) effecting any necessary third-party intellectual property licenses and (iii) ensuring compliance with all applicable laws, regulations and safety requirements or standards. Features and operations of Products and/or Software that may be described in Cirrus Logic product documentation or correspondence are for illustrative purposes only and do not (1) constitute a suggestion or instruction to adopt a particular product design or a particular mode of operation for Products or Software or (2) override Buyer's responsibilities as set out above.

    b) Products and Software are not designed, tested, or intended for the following uses, and

such uses are at Buyer's (or Buyer's customer's) own risk:

- with or in implantable products or FDA/MHRA Class III medical devices (or medical devices with similar or equivalent classifications in a foreign jurisdiction); or
- in any products, applications or systems, including without limitation life-critical medical equipment or safety or security equipment, where malfunction of the Products and/or Software could cause personal injury, death, severe property damage, or severe environmental harm.

c) If Buyer (or Buyer's customer) uses or permits the use of Products (and/or Software) in a manner set out in Section 14(b), Buyer shall fully indemnify Cirrus Logic, its affiliates, officers, directors, employees, distributors, and other agents from any and all liability, including attorneys' fees and costs, that may result from or arise in connection with such use. **The foregoing indemnification specifically covers and includes any claims based on, arising from, or alleging the sole or concurrent negligence of Cirrus Logic or its affiliates, employees, agents or representatives.**

d) The exclusions from, and limitations upon, Cirrus Logic's liability and warranties specified at Section 14 (a) and (b), and the indemnification provision at Section 14 (c), are applicable even if Cirrus Logic was aware, or ought reasonably to have been aware, of Buyer's (and/or Buyer's customer's) proposed use(s) for the Products and/or any Software.

15. **WAIVER OF DAMAGES; LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL CIRRUS LOGIC BE LIABLE TO ANYONE FOR SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND OR FOR LOSS OF PROFITS, WHETHER CONSEQUENTIAL OR OTHERWISE. EXCLUDED DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, COSTS OF REWORK, RETESTING OR REMOVAL AND REINSTALLATION OF PRODUCTS, LOSS OF GOODWILL, LOSS OF PROFITS, LOSS OF DATA, INCLUDING PERSONAL INFORMATION, OR LOSS OF USE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, CIRRUS LOGIC'S LIABILITY ARISING OUT OF THE AGREEMENT AND/OR SALE OF THE PRODUCTS (AND SOFTWARE), WHETHER FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT, OR OTHERWISE, WILL BE LIMITED TO THE PRICE PAID BY BUYER FOR THE PRODUCTS (AND SOFTWARE) GIVING RISE TO THE CLAIM FOR LOSS OR DAMAGE.

16. **Confidential Information.** No information will be deemed to be given in confidence by Buyer unless and to the extent it is covered by a separate written agreement.

17. **Intellectual Property Ownership.** Unless otherwise expressly agreed by Cirrus Logic, all mask sets, design tapes, processing information, and any other intellectual property developed for or used in Cirrus Logic's performance under these Terms will be and remain the sole property of Cirrus Logic.

18. **Governing Law.** The Agreement will be governed by and interpreted in accordance with the laws of the State of Texas, United States of America, without giving effect to its provisions regarding conflicts of laws. The application of the United Nations Convention on Contracts

the International Sale of Goods is expressly excluded in its entirety. Cirrus Logic and Buyer will attempt to settle all claims (other than claims relating to intellectual property issues) through negotiation or non-binding mediation prior to commencement of court proceedings. Any dispute that cannot be resolved within 30 days of initial demand may then be submitted (exclusively) to a state or federal court located in Travis County, Texas. Each of the parties hereby submits itself to the jurisdiction and venue of these courts for the purposes of any such action. Buyer agrees that service upon Buyer may be made by first class mail, certified or registered, to the Buyer's address last appearing on Cirrus Logic's records. In the event of litigation concerning the Agreement, the prevailing party will be entitled to reimbursement of all reasonable attorneys' fees and costs.

19. **Taxes.** Prices do not include any taxes, now or hereafter enacted, applicable to the Products. Any taxes will be added by Cirrus Logic to the sales price where Cirrus Logic is required by law to collect them, and will be paid by Buyer unless Buyer provides Cirrus Logic with a proper tax-exemption certificate.

20. **Assignment.** Buyer may not assign or otherwise transfer the Agreement, or any interest or right herein, without Cirrus Logic's prior written consent.

21. **Entire Agreement; Interpretation; No Waiver.** The Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous communications, written or oral, with respect to the subject matter. No representations or statements of any kind made by any representative of Cirrus Logic that are not stated herein will be binding on Cirrus Logic. No course of dealing or usage of trade or course of performance will be relevant to explain or supplement any of these Terms. No failure or delay on the part of either party in the exercise of any power, right, or privilege hereunder will operate as a waiver, nor will any single or partial exercise of any power, right, or privilege preclude any other or further exercise thereof, or any other right, power, or privilege.

22. **Notices.** Any notice required or permitted to be given will be in writing and will be prepaid, and may be personally served, sent by an overnight delivery service, or by first-class mail. Any such notice will be deemed to have been given: (i) if personally given, or sent by a delivery service, when received; (ii) if sent by an overnight delivery service, on the day after dispatch, or (iii) if mailed, three business days after deposit in the United States mail with a correct address. The address of Cirrus Logic is Cirrus Logic Inc., 800 West 6th Street, Austin, Texas 78701, U.S.A, Attn: Customer Service Manager, with a copy to the General Counsel at the same address. The address of Buyer will be the address provided by Buyer in writing to Cirrus Logic. Neither party consents to conduct the transactions contemplated by the Agreement by electronic means. Without limitation to the foregoing, no notice, demand, amendment or consent may be given by a party using electronic mail or other electronic means. However, nothing contained in this Section shall preclude the transmission of routine invoices; cancellation and delivery reschedule notices; or correspondence, messages, and information between the parties in accordance with agreed procedures between the Parties.

23. **Trade Compliance.**

    a) Buyer, on behalf of itself and its subsidiaries, acknowledges that the Products,

Software, and/or technical data (or products incorporating these items) (together, the "Items") may be subject to United States, United Kingdom, European Union and other export control laws (collectively, "Export Laws") as well as restrictions under economic or financial sanctions administered by the United States, United Kingdom, European Union or UN Security Council (collectively, "Sanctions") (collectively, together with Export Laws, "Trade Laws").

b) Buyer will not, and will ensure its subsidiaries do not, engage, directly or indirectly, in any activity, transaction or other dealing that would result in a violation of Trade Laws. Without limitation, Buyer confirms that it will comply with applicable Export Laws including, in the United States, the Export Administration Regulations ("EAR") and International Traffic in Arms Regulations ("ITAR"), and/or other applicable United States and international (including United Kingdom and European Union) export control laws and regulations. Buyer acknowledges that both the EAR and ITAR may apply to Items even if the Items are made and/or located outside the United States and may continue to apply when Items are incorporated into other items. Buyer confirms that it will comply with applicable Export Laws in such scenarios.

c) Buyer agrees, on behalf of itself and its subsidiaries, to provide notice to any party obtaining Items from Buyer that the Items may be subject to Trade Laws.

d) Buyer confirms that neither it nor any of its subsidiaries, nor any officer, director, employee, or agent of Buyer or any of its Subsidiaries, is a "Restricted Person" as follows: (a) the target of Sanctions; (b) designated under an Export Laws-related list; (c) incorporated, organized, or resident in a country or territory that is the target of comprehensive Sanctions, whose government is the target of Sanctions, or which is otherwise the target of broader Sanctions (including Afghanistan, Belarus, and Russia); or (d) any person or entity owned, controlled or acting for or on behalf of any person or entity described in subsections (a), (b) and/or (c).

e) Buyer confirms that neither it nor any of its subsidiaries is a "military end user" or "military intelligence end user" in a country subject to Military End Use/Military End User restrictions, as these terms are used and defined in the EAR, and that Buyer, on behalf of itself and its subsidiaries, has no knowledge that the Items are intended for a "military end use" or "military intelligence end use" in a country subject to Military End Use/Military End User restrictions.

f) Buyer confirms that neither it nor any of its subsidiaries will export, re-export or transfer the Items directly or indirectly (e.g., through its customers) to a "military end user" or "military intelligence end user" or for a "military end use" or "military intelligence end use" (as these terms are used and defined in the EAR) without necessary government authorizations, and otherwise in compliance with Trade Laws. Buyer agrees, on behalf of itself and its subsidiaries, to promptly provide any documentation or other information requested by Cirrus Logic to demonstrate its compliance with these requirements

g) Unless otherwise authorized under applicable Trade Laws, Buyer will not, and will

ensure its subsidiaries do not, purchase, or sell, re-sell, transfer, export or re-export any Items for use in connection with restricted end uses, including (i) the design, development, production or stockpiling of nuclear, chemical or biological weapons or facilities, or (ii) the design, fabrication, operation, or maintenance of rocket systems (including ballistic missile systems, space launch vehicles, and sounding rockets), unmanned air vehicle systems (including cruise missile systems, target drones, remotely piloted vehicles, and reconnaissance drones).

h) Buyer will not, and will ensure its subsidiaries do not, sell, re-sell, transfer, export or re-export any Items, directly or indirectly, for use in products, or in connection with activities, that facilitate or commit the abuse or violation of human rights and/or fundamental freedoms enumerated in the Universal Declaration of Human Rights (UDHR) and the International Covenant on Civil and Political Rights (ICCPR).

i) Any export classification code determination made by Cirrus Logic is made for Cirrus Logic's internal use only and shall not be construed as a representation or warranty, to Buyer or any third party, regarding the proper export classification code for the Item or whether an export authorization is required for the export or re-export of such Item.

j) Buyer shall promptly notify Cirrus Logic in writing if Buyer or any of its subsidiaries receives a notification or otherwise obtains information regarding potential or apparent violations of any Trade Laws directly or indirectly involving the Items or otherwise in connection with this Agreement, including the activities, transactions, or dealings contemplated thereunder.

k) If Buyer does not comply with any of its obligations and commitments in this Section 23, Cirrus Logic reserves the right to not ship any Items ordered, and/or to cancel any order placed, without penalty. Buyer agrees to indemnify Cirrus Logic in respect of any and all losses, damages, costs and liabilities arising out of Buyer's non-compliance with this Section 23.

24. **Government Regulations.** Unless otherwise agreed in writing by Cirrus Logic, no Federal Acquisition Regulations or other applicable government procurement rules or regulations will apply, and Buyer expressly represents and warrants that no Products are being purchased in performance of any U.S. or other government contract that would, or under which Buyer is obligated to, subject Cirrus Logic to any of these rules or regulations. In addition, any software and documentation provided hereunder is "RESTRICTED COMPUTER SOFTWARE", and use, duplication, or disclosure by the United States Government is subject to restrictions as set forth in 52.227-19, Commercial Computer Software-Restricted Rights. Where the Agreement is made by Cirrus Logic, the contractor/manufacturer is Cirrus Logic Inc., 800 West 6th Street, Austin, Texas 78701, U.S.A.

25. **Software.** Cirrus Logic may provide software, tools, code, and updates thereto ("Software") to Buyer, or its agent, from time to time, either separately or with Products. If no separate written software agreement is entered into between Buyer (on the one part) and Cirrus Lo or one of its affiliates (on the other part) then the applicable software license terms availc at www.cirrus.com/legal shall apply to Software used by Buyer (other than in the event of any

inconsistencies between any such written software agreement or software license terms, and aspects of these Terms that are expressed as being applicable to Software, in which case these Terms will prevail).

26. **Amendments.** The Agreement may only be amended by a written instrument executed by duly authorized representatives of each party.

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