



**OCTAVO SYSTEMS LLC ("OSL")
TERMS AND CONDITIONS OF SALE
For Systems-in-Package**

1. Entire Agreement. This contract constitutes the entire agreement between the parties relating to the sale of Products and supersedes all previous communications, representations, or agreements, whether oral or written, with respect to goods and/or services (a "Product" or the "Products") provided by OSL to Buyer as specified herein. No addition to or modification or waiver of any provision of this contract will be binding upon OSL unless made in writing and signed by a duly authorized OSL representative. Electronic communications, including emails and/or social media communications, are not signed writings for the purposes of this section. No course of dealing or trade usage or course of performance will be relevant to explain or supplement any term in this contract. These terms will prevail notwithstanding any different, conflicting, or additional terms that may appear on any purchase order or other writing not expressly incorporated herein, including, but not limited to, data sheets, application notes, purchase order, acknowledgements, and online communications. **Notwithstanding any other acts or omissions of the parties, Buyer's acceptance of a Product constitutes Buyer's assent to all of these terms.**

2. Offer and Acceptance. Buyer may offer to buy Products under these terms by submitting an order to OSL. OSL may accept or reject any order at OSL's sole discretion. The terms in this contract are the sole terms governing OSL's sale of Products to Buyer. OSL's acceptance of Buyer's offer is expressly limited to these terms. OSL hereby objects to and rejects any additional or different terms proposed by Buyer, including those contained in Buyer's purchase order, unless OSL expressly agrees to such terms in writing. Capitalized words will have the meaning described in the Glossary of Defined Terms located in Appendix at the end of this contract.

3. Prices. OSL communicates pricing to customers in various ways (e.g., quotes) and confirms transaction prices with its order acknowledgements. Prior to shipment, OSL's price may change due to adjustments in specifications, quantities, shipment arrangements, requested delivery dates, or other changes to conditions. The final price in effect on the date of shipment as stated in OSL's invoice applies. Unless otherwise agreed, prices are in U.S. Dollars and Payment must be in U.S. Dollars.

4. Delivery. Unless otherwise agreed to by the parties in writing, OSL shall deliver the Products "Carriage Paid To" (CPT), as defined in Incoterms 2010. OSL's obligation to deliver the Products shall be fulfilled when it has delivered the same in good condition to a carrier of its choice for delivery to the destination specified by Buyer. Risk of loss or damage to the Products or any part of the Products shall pass to Buyer upon such delivery by OSL to the carrier of its choice. Any subsequent loss or damage will not relieve Buyer from its obligations. Unless otherwise specified, Buyer shall pay or reimburse OSL for all freight, insurance, loading, packaging and handling charges, taxes, duties, fees, and storage (the "Shipping Charges"). Payment by Buyer for the Shipping Charges shall be at OSL's then current rates as set forth in an invoice. Buyer shall insure each shipment of the Products with a reputable insurer for at least 110% of the full invoice value of such shipment and shall name OSL as an additional insured.

Buyer is the importer of record and is responsible for all import duties, taxes, and any other expenses incurred or licenses or clearances required. Dates for delivery are estimates, not guarantees, and are determined from the date of OSL's receipt of a written purchase order. OSL is not liable for any loss or damage incurred by Buyer as a result of late delivery. Buyer must accept and pay for the Products even if OSL delivers late or if OSL makes a partial delivery. OSL may deliver the Products in installments. Each installment will be treated as a separate shipment under these Terms and Conditions of Sale. However, if Buyer does not pay for an installment, OSL may treat the non-payment as a breach of contract relating to the other installments.

5. Overtime and other expenses incurred to hasten delivery at Buyer's request shall be added to the quoted prices and paid by Buyer. Shipments ready for delivery can be deferred beyond the date for delivery only with OSL's written consent.

Buyer hereby grants OSL, for itself and as collateral agent on behalf of each of OSL's subsidiaries, a security interest in (i) all present and future Product sold or delivered by OSL to Buyer; (ii) all present and future books and records, including, without limitation, books of account and ledgers, computer programs, computer software, and data relating to Buyer or to any personal property subject to a security interest granted herein; and (iii) all proceeds, whether now owned and existing or hereafter acquired or arising, including, without limitation: (A) all rents, issues, royalties, and profits of or from any of the foregoing, (B) all personal property now or hereafter received by Buyer upon the sale, exchange, lease, transfer, or other disposition of any of the foregoing, and (C) any amounts now or hereafter payable under any insurance policy by reason of any loss or damage to any of the foregoing or any proceeds thereof to secure the prompt and unconditional payment and performance by Buyer of all indebtedness, obligations, debts, and liabilities owed to OSL. Buyer agrees, upon request by OSL, to execute promptly any documents and perform any other acts at Buyer's sole expense that OSL deems necessary or advisable to confirm, continue and/or perfect the security interests granted in this Section. In addition to and not in limitation or derogation of the foregoing, Buyer hereby irrevocably authorizes OSL to execute and file any one or more financing statements covering all personal property subject to the security interests granted in this Section.

6. Cancellations and Rescheduling. Buyer may not cancel or reschedule orders within 30 days of the estimated delivery date.

7. Payment Terms. Payment is due thirty (30) Days after OSL's invoice date. OSL may change or withdraw credit amounts or payment terms at any time for any reason. If Buyer fails to make Payment when due, OSL may suspend or cancel performance under any agreements, including delay or cancellation of shipment on any open orders. OSL will not be liable for, and Buyer will hold OSL harmless from, any costs or losses resulting from suspension or cancellation on account of Buyer's failure to make Payment. Buyer may not deduct any Payment amounts on account of unresolved disputes. OSL may charge Buyer 1.5% per month on overdue accounts (18% per year) to the extent permitted by law.

8. Taxes. Prices do not include applicable taxes or duties. Buyer is solely responsible for paying all applicable taxes and duties. OSL will add sales taxes to the sales price where required by applicable law and Buyer will pay such taxes unless Buyer provides OSL with a duly executed sales tax exemption certificate. If Buyer is required by law to withhold any amount of tax from its Payment to OSL, Buyer will take all reasonable steps to minimize such withholding tax, provide OSL with a receipt or certificate as evidence the tax has been paid, and reimburse OSL for the amount of withholding so that OSL receives Payment for the full value of the invoice.

Unless OSL notifies Buyer otherwise, with regard to international shipments that transit through international waters or airspace, title transfers to Buyer immediately after Products leave the jurisdictional territory of OSL's point of shipment. Unless OSL notifies Buyer otherwise, with regard to domestic shipments and international shipments that do not transit through international waters or airspace, title transfers upon delivery to Buyer's carrier or nominee at OSL's point of shipment.

9. Warranties and Related Remedies.

8.1 Subject to Section 9 and Sections 8.2 through 8.4 below, OSL warrants to Buyer that each Product conforms to OSL's published



Specifications for such Product. This warranty lasts for twelve (12) months after the date OSL or a OSL-authorized distributor delivers the Product. Notwithstanding the foregoing, OSL will not be liable for a nonconforming Product if:

(a) the nonconformity was caused by neglect, misuse, or mistreatment by an entity other than OSL, including improper installation or testing, or for any Products that were altered or modified in any way by an entity other than OSL;

(b) the nonconformity resulted from Buyer's design, specifications, or instructions for such Products or improper system design; or

(c) Buyer has not paid on time.

Testing and other quality control techniques are used to the extent OSL deems necessary. OSL does not necessarily test all parameters of each Product.

Products that are identified by OSL at time of purchase as pre-production parts are not covered by any warranty and should be used only for prototype testing, not in commercial products.

Buyer's claims against OSL under this Section 8 are void if Buyer fails to notify OSL of any apparent defects in the Product within ten (10) business days after delivery, or of any hidden defects within ten (10) business days after the defect has been detected.

8.2 OSL's sole liability will be at its option to repair or replace Products that fail to conform to the warranty set forth above, or credit Buyer's account for such Products. OSL's liability under this warranty will be limited to Products that are returned during the warranty period to the address designated by OSL and that are determined by OSL not to conform to such warranty. If OSL elects to repair or replace such Products, OSL will have a reasonable time to complete such actions. Repaired Products will be warranted for the remainder of the original warranty period. Replaced Products will be warranted for a new full warranty period.

8.3 EXCEPT AS SET FORTH ABOVE, PRODUCTS (AS DEFINED IN THIS CONTRACT) ARE PROVIDED "AS IS" AND "WITH ALL FAULTS." OSL DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, REGARDING SUCH PRODUCTS, INCLUDING BUT NOT LIMITED TO, ANY EPIDEMIC FAILURE WARRANTY OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

8.4 OSL may provide Buyer technical, applications, or design advice (including reference designs), quality characterization, reliability data, or other services. Buyer agrees that providing these services does not expand or otherwise alter OSL's warranties as set forth above and no additional obligations or liabilities arise from OSL providing such services or items. OSL PROVIDES ALL SERVICES AND ITEMS TO BUYER (OTHER THAN "PRODUCTS" DEFINED IN THIS CONTRACT) "AS IS" AND "WITH ALL FAULTS." OSL DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING SUCH SERVICES AND ITEMS, INCLUDING, BUT NOT LIMITED TO, ANY EPIDEMIC FAILURE WARRANTY OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

10. Buyer's Applications and Compliance.

9.1 General. Buyer is solely responsible for the design, validation, and testing of its applications as well as for compliance with all legal, regulatory, and safety-related requirements concerning its applications. Industry best practices generally require that Buyer conduct qualification tests on actual applications taking into account possible environmental and other conditions that Buyer's application may encounter. Buyer represents that, with respect to its applications, it has all the necessary expertise to create and implement safeguards that (1) anticipate dangerous consequences of failures, (2) monitor failures and their consequences, and (3) lessen the likelihood of failures that might cause harm, and to take appropriate remedial actions. Buyer agrees that prior to using or distributing any systems that include Products, Buyer will

thoroughly test such systems and the functionality of such Products as used in such systems.

9.2 Industry Standards. Unless OSL has explicitly designated an individual Product as meeting the requirements of a particular industry standard (e.g., ISO/TS 16949 and ISO 26262), OSL is not responsible for any failure to meet such industry standard requirements.

9.3 Safety Requirements. Where OSL specifically promotes Products as facilitating functional safety or as compliant with industry functional safety standards, such Products are intended to help enable customers to design and create their own applications that meet applicable functional safety standards and requirements. Using Products in an application does not by itself establish any safety features in the application. Buyer must ensure compliance with safety-related requirements and standards applicable to its applications.

9.4 Specifically Designated Qualification. OSL may expressly designate certain Products as completing a particular qualification (e.g., Q100, Military Grade, or Enhanced Product). Buyer agrees that it has the necessary expertise to select the Product with the appropriate qualification designation for its applications and that proper Product selection is at Buyer's own risk. Buyer is solely responsible for compliance with all legal and regulatory requirements in connection with such selection.

9.5 Life-Critical Medical. Buyer may not use any Products in life-critical medical equipment unless authorized officers of the parties have executed a special contract specifically governing such use. Life-critical medical equipment is medical equipment where failure of such equipment would cause serious bodily injury or death (e.g., life support, pacemakers, defibrillators, heart pumps, neurostimulators, and implantables). Such equipment includes, without limitation, all medical devices identified by the U.S. Food and Drug Administration as Class III devices and equivalent classifications outside the U.S.

9.6 Indemnification by Buyer. Buyer will fully indemnify OSL and its representatives against any damages, costs, losses, and/or liabilities arising out of Buyer's non-compliance with Section 9.

10 Intellectual Property Indemnification.

10.1 Subject to Sections 8 and 9, OSL will defend Buyer against any claim, suit, or proceeding brought against Buyer, insofar as such claim, suit, or proceeding is based on an allegation that Products manufactured and supplied by OSL to Buyer directly infringe any United States patent (excluding utility models), copyright, or trade secret ("Covered Claim"), and OSL will pay any damages, losses, or costs (excluding consequential and exemplary damages) finally awarded against Buyer for a Covered Claim, or agreed to by OSL as settlement or compromise of a Covered Claim.

OSL has no obligation to defend or indemnify Buyer unless Buyer:

(a) promptly informs OSL of the Covered Claim and furnishes OSL a copy of the claim, suit, or proceeding,

(b) gives all evidence in Buyer's possession, custody, or control to OSL, and

(c) gives OSL reasonable assistance in and sole control of the defense thereof and all negotiations for its settlement or compromise. Buyer agrees to make available to OSL the benefit of any defense available to Buyer to any Covered Claim hereunder, including, but not limited to, any license or option to license or sub-license any intellectual property right that is the subject of such Covered Claim. Buyer will be entitled to participate in its defense at its own expense with counsel of its own choosing.

10.2 If OSL is obligated to defend Buyer pursuant to this Section 10, OSL may, but has no obligation to:

(a) obtain a license that allows Buyer to continue the use of the Products,

(b) if Buyer is enjoined from using the Products, replace or modify the Products so as to be non-infringing, but in a manner that does not materially affect the functionality of the Products, or

(c) if neither (a) nor (b) is available to OSL at a commercially reasonable expense, then OSL may stop selling the Products to Buyer without being in breach of this contract.

If OSL elects to provide either of the options set forth in clauses (a) and (b) above, OSL's obligation pursuant to Section 10.1 will be entirely fulfilled as to that Covered Claim, except for any damages, losses, or costs (excluding consequential and exemplary damages) incurred by Buyer prior to OSL taking such action. If OSL elects the option set forth in clause (c) above, OSL's indemnity obligation under this contract will be entirely fulfilled, regardless of any additional claims, and Buyer will return to OSL any and all Products remaining in Buyer's possession, custody, or control.

10.3 OSL will have no liability or obligation under Sections 10.1 or 10.2:

(a) if Buyer has not purchased the Products subject to the Covered Claim within the thirty-six (36) months preceding the date Buyer informed OSL of the Covered Claim,

(b) if Buyer has not fully and promptly paid in full for the Products subject to the Covered Claim,

(c) if the Covered Claim arose because Buyer or Buyer's customer brought a claim, suit, or proceeding against a third party,

(d) for any costs, losses, or damages resulting from Buyer's willful acts, or any settlement or compromise incurred or made by Buyer without OSL's prior written consent, and

(e) to the extent that a Covered Claim is based upon:

Buyer's use of the Products in combination with any other Product, device, software, or equipment,

Buyer's use of the Products in a process, including a manufacturing process,

Buyer's modifications to the Products,

OSL's compliance with Buyer's particular design, instructions, or specifications, or

OSL's compliance with any industry or proprietary standard or Buyer's use of the Products to enable implementation of any industry or proprietary standard (such claims - i.e., those set forth in (a) through (e) above - are individually and collectively referred to herein as "**Other Claims**").

10.4 Buyer will defend OSL against any claim, suit, or proceeding brought against OSL insofar as such claim, suit, or proceeding is based on Other Claims and Buyer will pay any damages, losses, or costs (excluding consequential and exemplary damages) finally awarded against OSL for any Other Claims or agreed to by Buyer as settlement or compromise of any Other Claims. OSL will be entitled to participate in its defense at its own expense with counsel of its own choosing.

10.5 THE FOREGOING STATES THE SOLE LIABILITY OF THE PARTIES FOR INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT AND IS IN LIEU OF ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, IN REGARD THERETO. BUYER UNDERSTANDS AND AGREES THAT THE FOREGOING INTELLECTUAL PROPERTY INDEMNIFICATION TERMS ARE ESSENTIAL ELEMENTS OF THIS CONTRACT, AND THAT IN THE ABSENCE OF SUCH TERMS, THE MATERIAL AND ECONOMIC TERMS OF THIS CONTRACT WOULD BE SUBSTANTIALLY DIFFERENT.

11 Limitations and Damages Disclaimer.

11.1 General Limitations. IN NO EVENT WILL OSL BE LIABLE FOR ANY SPECIAL, COLLATERAL, INDIRECT, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS CONTRACT OR THE USE OF THE PRODUCTS, REGARDLESS OF WHETHER OSL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCLUDED DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, COST OF REMOVAL, REWORK OR REINSTALLATION, ANCILLARY COSTS TO THE PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, RETESTING, OUTSIDE COMPUTER TIME, LABOR COSTS, LOSS OF GOODWILL, LOSS OF PROFITS, LOSS OF SAVINGS, LOSS OF USE, LOSS OF DATA, OR BUSINESS INTERRUPTION. NO CLAIM, SUIT, OR ACTION WILL BE BROUGHT AGAINST OSL MORE THAN TWELVE (12) MONTHS AFTER THE EVENT THAT GAVE RISE TO THE CAUSE OF ACTION HAS OCCURRED.

11.2 Specific Limitations. IN NO EVENT WILL OSL'S AGGREGATE LIABILITY FROM ANY USE OF A PRODUCT PROVIDED HEREUNDER, INCLUDING FROM ANY WARRANTY, INDEMNITY, OR OTHER OBLIGATION ARISING OUT OF OR IN CONNECTION WITH THIS CONTRACT EXCEED THE TOTAL AMOUNT PAID TO OSL FOR THE PARTICULAR PRODUCTS AT ISSUE DURING THE PRIOR TWELVE (12) MONTHS WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED. THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE OR EXTEND THIS LIMIT.

11.3 BUYER UNDERSTANDS AND AGREES THAT THE FOREGOING LIABILITY LIMITATIONS ARE ESSENTIAL ELEMENTS OF THIS CONTRACT AND THAT IN THE ABSENCE OF SUCH LIMITATIONS THE MATERIAL AND ECONOMIC TERMS OF THIS CONTRACT WOULD BE SUBSTANTIALLY DIFFERENT.

12 Non-Waiver of Default. In the event of any default by Buyer, OSL may decline to make further shipments. If OSL elects to continue to make shipments, OSL's action will not be a waiver of any such default or affect OSL's legal remedies for any such default. Each shipment made under any order will be treated as a separate sale and transaction.

13 Governing Law and Venue. This contract is governed by and interpreted in accordance with the laws of the State of Texas, without reference to conflict-of-laws principles. If for any reason a court of competent jurisdiction finds any provision of this contract to be unenforceable, that provision will be enforced to the maximum extent possible to effectuate the intent of the parties and the remainder of this contract will continue in full force and effect. This contract is not governed by the United Nations Convention on Contracts for the International Sale of Goods. Buyer agrees that non-exclusive jurisdiction for any dispute arising out of or relating to this contract lies within courts located in the State of Texas and consents to venue in Harris County, Texas. Notwithstanding the foregoing, any judgment may be enforced in any United States or foreign court and OSL may seek injunctive relief in any United States or foreign court.

14 Export Control.

14.1 Buyer understands that exports and re-exports of OSL products and any related software, technical data, service, or technical assistance (individually, an "**Item**" and, collectively, the "**Items**") are subject to U.S. and local export control, economic sanctions, and customs laws, regulations, rules, and orders (individually, a "**Trade Control Law**", and, collectively, "**Trade Control Laws**"). Buyer agrees to comply, and will ensure that its subsidiaries comply, with all applicable Trade Control Laws, and to obtain all required U.S. and local authorizations, permits, or licenses at its expense. Buyer will give notice of the need to comply with the Trade Control Laws to any person or entity which it has reason to believe is obtaining an Item from Buyer with the intention of exportation.

14.2 Buyer shall not use, export, re-export, import, or otherwise transfer or provide any Item, or any product incorporating the Item, in contravention of any Trade Control Law or any end-user certificate



provided by Buyer, including (a) to any destination embargoed or sanctioned by the U.S., including Iran, where that act would be in breach of the applicable embargo or sanction, (b) to anyone listed on the Specially Designated Nationals List, the Entity List, or on any other prohibited persons list published by the U.S. Departments of Commerce, Treasury, or State (a "Denied Person"), or (c) for a prohibited end-use (such as research on or development or fabrication of chemical, biological, or nuclear weapons, unmanned air vehicles or missiles; or nuclear explosive or fuel cycle activities or unsafeguarded nuclear activity) without prior authorization from the applicable U.S. export control agency. Buyer shall only use the Items for non-military, peaceful purposes, unless otherwise specifically agreed to in writing by OSL. Buyer certifies that it is not a Denied Person and that it is not owned, directly or indirectly, 50% or more by one or more persons barred by the U.S. Department of the Treasury. Buyer further agrees that it will not import or otherwise transfer to the United States on OSL's behalf or for OSL's benefit any Items, directly or indirectly, from any embargoed country or from any Denied Person without prior authorization from the applicable U.S. export control agency.

14.3 Requests by Buyer for OSL to provide assistance or services in connection with the integration of Items into any military end-use item must be approved in advance by OSL in writing for export control purposes and OSL's ability to provide any such assistance to Buyer is conditioned upon obtaining any U.S. government export authorization that may be required. OSL is not obligated to provide such assistance or services.

14.4 Any Item export classification made by OSL shall be for OSL's internal use only and shall not be construed as a representation or warranty regarding the proper export classification for such Item or whether an export authorization is required for the exportation of such Item.

14.5 Buyer agrees to provide to OSL in a timely manner such information and assistance, including end user certificates, as may be requested by OSL in connection with securing any required licenses and authorizations. Any delivery schedules delineated in OSL's offer and/or Buyer's order are calculated from the date of receipt of any requested export license(s). In addition to any other remedy it may have, OSL may suspend and/or cancel the export, delivery, installation, and/or any maintenance or repair service of any Item and otherwise be excused from performing any obligations it may have under this contract, if (a) OSL has not received all export-related documentation requested by OSL, including end-user certificates, (b) OSL has not received the governmental approvals that OSL deems to be required, (c) OSL believes that such activity may violate any Trade Control Laws or OSL's own compliance policies, or (d) Buyer violates any of its obligations and commitments hereunder or any Trade Control Law. Buyer must notify

OSL before providing any technical data to OSL that is controlled under any Trade Control Law.

14.6 OSL will not be liable to Buyer for any loss or expense if Buyer fails to comply with any Trade Control Law or with the provisions set forth herein. Buyer will fully indemnify OSL and its representatives against any damages, costs, losses, liabilities, and/or expenses (including attorneys' fees and expenses) arising out of Buyer's non-compliance with Section 14, including Buyer's violation or alleged violation of any Trade Control Law. Section 14 will survive the expiration or termination of this contract.

15 U.S. Government Contracts. If Buyer intends to use Products in the performance of a U.S. Government contract or subcontract where Federal Acquisition Regulations, Defense Federal Acquisition Regulations Supplements, or other applicable government procurement rules or regulations (collectively, "Government Procurement Regulations") will apply, Buyer will inform OSL in writing of each applicable Government Procurement Regulation before Buyer submits an applicable purchase order for the Product. Unless otherwise agreed upon in writing and signed by OSL, (i) no Government Procurement Regulations will apply, (ii) OSL will not provide certified cost or pricing data, and (iii) Cost Accounting Standards, Defective Pricing, and Audit requirements will not apply.

16 Assignment and Third Party Beneficiaries. This contract is not assignable by Buyer without OSL's prior written consent. Any unauthorized assignment is null and void. No provision in this contract confers any benefits, rights, or remedies to any person other than Buyer or OSL. OSL's affiliates and subsidiaries may perform all or any part of OSL's obligations under this contract.

17 Contingencies. OSL will not be in breach of this contract and will not be liable for any non-performance or delay in performance if such non-performance or delay is due to a force majeure event or other circumstances beyond OSL's reasonable control, whether foreseeable or unforeseeable, including but not limited to, shortages of labor, energy, fuel, machinery or materials, technical or yield failures, war, civil unrest, any government act, law or regulation, including any judicial order or decree, any communication or power failure, labor dispute, natural disaster, fire, flood, earthquake, explosion, terrorist act, or Act of God. In the event of a shortage of components, OSL may, at its sole discretion, allocate Product production and deliveries.

18 Revisions to Terms and Conditions. OSL may, in its sole discretion, modify or change these terms and conditions at any time.



APPENDIX

Glossary of Defined Terms

Buyer means a person or entity purchasing Products directly from OSL.

Covered Claim has the meaning defined in Section 10.1.

Days means calendar days unless otherwise stated.

Denied Person has the meaning defined in Section 14.2.

Estimated Ship Date or ESD means the date estimated by OSL for shipment of the Product from the applicable OSL location.

Government Procurement Regulations has the meaning set forth in Section 15.

IC means integrated circuit.

Item has the meaning defined in Section 14.1.

Non-Standard Product means a Product designated by OSL as "Non-Standard." This designation includes Products customized for a single customer, or non-custom Products primarily purchased by a single customer.

Other Claim has the meaning defined in Section 10.3(e).

Payment means OSL has received cleared funds from Buyer in OSL's bank account on or before the invoice due date.

Product means a packaged integrated circuit product that OSL has qualified and released to market. For clarity, and without limitation, the term "Product" or "Products" excludes: services, reference designs, marketing collateral, software, Samples (or OSL's Sample program), wafer and/or die products, prototypes, experimental devices, and evaluation modules (EVM's). OSL may provide these items or services to Buyer under separate terms.

Safety-Critical Application means systems whose failure or malfunction may result in death or serious injury to persons, loss or severe damage to equipment, or harm to the environment.

Sample means a Product or pre-production IC that OSL provides to Buyer free of charge for evaluation or testing purposes.

Specification means measurable electrical and physical characteristics of a particular Product listed in the then-current official data sheet (including errata) for that Product.

Standard Product means a Product designated by OSL as "Standard." This designation includes catalog Products offered and/or sold to many customers.

Trade Control Law(s) has the meaning defined in Section 14.4.