TERMS AND CONDITIONS OF PURCHASE

In these Terms and Conditions of Purchase ("**Terms**"), "**NXP**" means the NXP entity listed on the face of the purchase order and "**Supplier**" means the person or legal entity selling goods or services to NXP. NXP and Supplier are hereinafter referred to severally as a "**Party**" and jointly as the "**Parties**".

1) ACCEPTANCE.

a) NXP's purchase order, including these Terms, is NXP's offer to Supplier. Upon acceptance by Supplier, either by acknowledgement, commencement of services, shipment of goods, by delivery of any items ordered, or otherwise, NXP's purchase order, including these Terms, is a binding contract ("**Agreement**") between the Parties.

b) NXP's offer is expressly limited to the terms of this Agreement and, except with respect to an Existing Agreement (defined below), no other terms other than the Agreement will apply to Supplier's provision or NXP's use of the goods and/or services. Any other additional or different terms and/or conditions that Supplier seeks to impose or incorporate, including in any click-through, wrappers, quotations, order acknowledgment, invoices, delivery notes, online terms, or other communications or documents, or which are implied by law, trade, custom, practice or course of dealings, are expressly rejected by NXP and of no force and effect. For clarity, Supplier understands and agrees that all such Supplier terms will be considered material alterations to the Agreement and are void.

c) If the Parties have executed a separate written agreement signed by both Parties governing Supplier's provision of such goods and/or services to NXP (the "**Existing Agreement**"), the Existing Agreement will govern Supplier's provision of such applicable goods and/or services to NXP and these Terms will only be applicable when referenced or otherwise incorporated into such Existing Agreement. Any goods and/or services not covered by the Existing Agreement, in whole or in part, will be governed by this Agreement.

2) DELIVERY.

a) TIME IS OF THE ESSENCE FOR THE PURPOSES OF SUPPLIER'S OBLIGATIONS UNDER THIS AGREEMENT. Delivery of goods and/or performance of services, will be in accordance with the dates set forth in the purchase order ("**Delivery Date**"). Unless stated otherwise in the purchase order, all goods will be delivered Delivered Duty Paid ("**DDP**") (NXP's ship to location) Incoterms 2020 for domestic delivery and Delivered at Place ("**DAP**") (NXP's ship to location) Incoterms 2020 for cross boundary delivery and risk and title to the goods (free and clear of any encumbrances) will pass to NXP on delivery. Supplier will make no deliveries before the agreed delivery date(s) and NXP will not be liable for any costs caused by or related to the production, installation, assembly, commissioning, or any other work related to such goods prior to delivery. If goods are not delivered by the Delivery Date, NXP will be entitled, in addition to its other rights and remedies, to terminate, without liability, this Agreement as to items not yet shipped, by written notice (email acceptable) effective upon receipt by Supplier. In this instance, NXP may purchase substitute goods elsewhere and charge Supplier for any loss incurred. If it appears that Supplier will not meet the Delivery Date, Supplier will (i) immediately notify NXP and (ii) ship by air freight or other expedited routing, at Supplier's expense, if and in the manner requested by NXP. If only a portion of the goods are available for shipment to meet the Delivery Date, Supplier will notify NXP and ship the available goods, unless otherwise directed by NXP. NXP may return any unauthorized under-shipment or any over-shipment at Supplier's risk and expense. Where the Agreement provides for the installation, commissioning, or any other work to be carried out by Supplier, such work must be performed: (1) in a careful, efficient, and workmanlike manner, (2) in compliance with all applicable laws, codes, and regulations, and (3) using proper materials. As a minimum requirement, all goods must comply with all applicable laws and applicable quality and certification standards.

b) For all software provided by Supplier ("**Software**"), Supplier grants to NXP and its Affiliates a fully paid up, perpetual, non-exclusive, transferable, irrevocable, royalty-free, worldwide right and license to use, reproduce, prepare derivative works of, distribute, sell, offer to sell, and import the Software in connection with

NXP's distribution and support of the goods including without limitation distribution in electronic form (e.g. via NXP's website) irrespective of whether or not NXP exercises its rights to such license herein. Supplier agrees to provide all updates and modifications to the Software to NXP during the term of the Agreement without additional charges. Supplier understands and agrees that any terms contained in any click-through, click-wrap, EULA, online terms, or other purported agreement delivered or made available (whether electronically or otherwise) with the Software (including any updates, upgrades, bug fixes, or other related deliveries) licensed under the Agreement or any services provided under the Agreement will not apply, regardless of any electronic or deemed acceptance by NXP.

3) PACKING AND SHIPMENT.

Supplier will pack, mark and ship the goods in such a manner to prevent damage during transport and which facilitates unloading, tracking, handling and storage. Unless otherwise specified by NXP, when the price under this Agreement is based on the weight of ordered goods, such price covers net weight of material ordered only. Any charges for boxing, crating, handling, storage or other packing requirements must be stated separately on Supplier's invoice. In addition to any other relevant information, Supplier must mark all containers with necessary lifting, handling and shipping information and also purchase order numbers, release numbers, dates of shipment, and the names of the consignee and consignor. An itemized packaging sheet must accompany each shipment.

Supplier further represents and warrants that all packaging, packaging materials, and all related information, declarations, certifications, data, and supporting documentation provided to NXP are complete, accurate, current, and not misleading in any respect, and fully comply with all applicable packaging-related laws, regulations, and requirements, including, without limitation, the EU Packaging and Packaging Waste Regulation (PPWR).

4) CHANGES.

NXP may at any time, by a written or verbal order and without notice to sureties or assignees, suspend performance under this Agreement, increase or decrease the ordered quantities or make changes within the general scope of this Agreement in any one or more of the following ways: (a) applicable drawings, designs or specifications; (b) method of shipment or packing, and/or, (c) place of delivery and/or delivery schedule. If any such change causes an increase or decrease in the cost of, or the time required for performance of this Agreement, an equitable adjustment will be made in the Agreement price or delivery schedule, or both, and the Agreement will be modified in writing accordingly. No claim by Supplier for adjustment will be valid unless asserted within 20 days (or other period that may be extended upon NXP's written approval) from the date of receipt by Supplier of the notification of change provided. Nothing in this Section will excuse Supplier from proceeding with the Agreement as changed or amended.

5) INSPECTION; RESPONSIBILITY FOR GOODS.

a) Supplier's facilities, equipment, and the goods and services purchased and to be purchased under this Agreement are subject to NXP's inspection and acceptance. Payment for the goods shipped and services performed will not constitute acceptance. Goods and services will only be deemed accepted when they have been counted, inspected, evaluated, and tested by NXP and found by NXP to be in conformance with this Agreement. Goods rejected or goods supplied in excess of those ordered or delivered in advance of the delivery schedule may, in addition to NXP's other rights, be returned to Supplier at Supplier's expense, including all expenses of unpacking, examining, repacking and reshipping. If NXP receives goods or services with defects or nonconformities, whether apparent on inspection, then, without limiting any other remedies, NXP reserves the right to require, at its option, re-performance, a refund, or a replacement, as well as transportation costs and payment of damages. Nothing contained in this Agreement will relieve Supplier from its obligations of testing, inspection, and quality control.

b) Irrespective of any prior inspections or the point of delivery pursuant to the applicable Incoterm, Supplier bears all risks of loss, damage, or destruction for non-conforming goods. Supplier also bears the same risks with respect to goods rejected by NXP. NXP will be responsible for loss only to the extent attributable to the gross negligence of its employees that was ultimately proven by a court of law.

6) SERVICES.

a) The description of work, including any deliverables, as delineated in the Agreement, describes the services that Supplier will perform and the fees which NXP will pay in return. No work is to be performed until Supplier receives a purchase order from NXP. Supplier will begin work on the date referenced in the Agreement and, unless terminated sooner, the Agreement will end when the services are completed. NXP will not pay for services, deliverables, or goods not described in the Agreement, and the dollar amount specified on the relevant purchase order will be the maximum amount Supplier may invoice to NXP.

b) NXP will notify Supplier in writing (email acceptable) within 30 days of receiving a deliverable whether it accepts or rejects that deliverable. NXP may reject any deliverable which does not comply with the description of work or with NXP's standards. If NXP fails to notify Supplier within the specified time, NXP will be deemed to have accepted the deliverable. If NXP rejects it, NXP may, in its sole discretion, either terminate the Agreement pursuant to Section 17 or allow Supplier an opportunity to revise the deliverable to render it acceptable to NXP.

c) At least once a month, or upon NXP's request, Supplier will report to NXP on the status of the work, including any deliverables. On reasonable notice, NXP may inspect Supplier's work in progress and receive copies of it.

d) To the extent Supplier, in performing this Agreement, produces new work product, including without limitation, designs, documentation, software, customer lists, inventions, creations, works, devices, masks, models, work-in-process, and deliverables ("**Work Product**"), all such Work Product will be the property of NXP. Supplier agrees to assign and hereby expressly assigns to NXP all rights, title, and interest in and to the Work Product and related intellectual property rights, including but not limited to any and all moral rights Supplier may have in any software which is a part of the Work Product. Supplier also hereby forever waives and agrees never to assert any and all moral rights Supplier may have in any Work Product, even after termination of Supplier's work for NXP. During and after this Agreement, Supplier will assist NXP in every way, at NXP's expense, to secure, maintain and defend for NXP's benefit all copyrights, patent rights, mask work rights, trade secret rights and other proprietary rights in and to the Work Product.

Supplier may have pre-existing intellectual property rights which Supplier wishes to incorporate into the Work Product under this Agreement, or which may be necessary for the utilization of such Work Product ("**Supplier's Related Rights**"). Supplier hereby grants NXP, and its Affiliates, a perpetual, royalty free, irrevocable, worldwide, non-exclusive, transferrable license under Supplier's Related Rights to use, make, have made, sell, offer to sell, import, disclose, reproduce, modify, display, perform, license and distribute a Work Product and NXP's products that include Work Product.

e) All technical information shared by NXP has been developed at private expense and is a "Commercial Item" as defined in 48 C.F.R. §2.101, consisting of "Technical Data", "Commercial Computer Software", or "Commercial Computer Software Documentation," as such terms are used in 48 C.F.R. §§ 12.211 and 12.212 (or 48 C.F.R. §§ 227.7102 and 227.7202, as applicable). Supplier will not share the technical information provided under this Agreement with anyone not covered by this Agreement, including government end users, unless the technical information to be shared is identified to such recipients as a "Commercial Item" of NXP that may not be further disseminated or used except in accordance with this Agreement. Any agreement under which the Supplier shares this technical information will include the requirements of this Section and require all sub-agreements to contain the same requirements.

7) PRICING AND TAXES.

a) The goods shipped or services performed against this Agreement must not be invoiced at a higher price than shown on the face of this Agreement without the prior written consent of NXP. The invoice must itemize transportation charges, including foreign inland freight and insurance and taxes separately, if applicable. No charge will be allowed for packing, labeling, commissions, customs duties, storage, crating, express handling or travel, unless indicated in this Agreement.

b) Supplier warrants that the prices for goods and services will not be less favorable than prices applicable to sales or services by Supplier to any other customer purchasing like quantities of substantially comparable products or substantially comparable services.

c) All fees and amounts payable by NXP to Supplier are exclusive of any value added tax, goods and service tax, sales tax, use tax, consumption tax or any other similar tax only (collectively referred to as "**VAT**"). If the transactions as described in this Agreement are subject to any applicable VAT, Supplier shall provide NXP with an invoice which specifically states this VAT and which also complies with the applicable tax regulations ("**valid invoice**"). Provided Supplier has stated VAT (as identified above) on a valid invoice NXP will pay to Supplier the VAT properly chargeable in respect of that payment. Supplier will not invoice or otherwise attempt to collect from NXP any taxes with respect to which NXP has provided Supplier with (i) a valid resale or exemption certificate, (ii) evidence of direct payment authority, or (iii) other evidence, reasonably acceptable to Supplier, that such taxes do not apply. NXP reserves the right to withhold payments to Supplier until Supplier has provided NXP with a valid invoice. If Supplier has incorrectly determined the amount of VAT chargeable to NXP, then the invoice shall be corrected and:

- when NXP has overpaid any amount of VAT, Supplier will repay this amount of VAT plus interest to NXP; or
- when NXP has paid less than the correct amount of VAT, NXP shall pay the outstanding amount of VAT to Supplier upon receipt of a valid invoice.

NXP reserves the right to claim compensation for damages in case a VAT deduction is denied, or VAT refund is rejected due to Supplier's failure to issue a valid invoice.

d) In the event that any applicable law requires NXP to withhold taxes or similar deductions (including interest, penalties, and additions thereto) imposed on payments made or to be made by NXP to Supplier, NXP may deduct such taxes from such payments provided that such taxes are paid to the appropriate tax authorities. In such event NXP shall furnish Supplier with tax receipts issued by the appropriate tax authorities to enable Supplier to support (if applicable) a claim for credit against income taxes as well as to enable Supplier to document (if necessary) Supplier's compliance with tax obligations in any jurisdiction outside Supplier's home country.

e) Additional for all India local agreements. NXP is entitled to claim compensation for damages in case a GST deduction is denied or GST refund is rejected due to supplier's failure to issue a valid invoice or due to the wrong return filing of supplier or any other act of supplier which limits NXP ability to claim such credit or refund.

f) Additional for Foundry and Subcontracting purchasing agreements. Supplier agrees to act as importer of record and/or exporter of record in case of import and/or export of the products in its country; Supplier will be responsible for all appropriate measures to comply with all applicable regulations regarding indirect tax, including without limitation, filing applicable import declarations and/or export declarations. Supplier agrees that the final agreed INCOTERMS will not have any impact on the responsibility of the Foundry regarding the role of importer of record / exporter of record in its country.

8) INVOICES.

Invoices will be submitted electronically and contain the following information: purchase order number, item number, description of items, sizes, quantities, unit prices, Supplier's VAT code, information legally required in NXP's country and extended totals in addition to any other information specified elsewhere herein. Payment of invoice will not constitute acceptance of goods or services and are subject to adjustment for errors, shortage, defects in goods or other failure of Supplier to meet the requirements of the Agreement. NXP will initiate payment for any undisputed, properly submitted invoice within (a) the time period specified in the applicable purchase order or (b) if no time period is specified on the purchase order, then the lesser of 90 days from the end of month of the invoice date or the maximum payment period permitted by law.

9) SETOFFS.

Without prejudice to any other right or remedy under this Agreement or at law, NXP has the right to apply any amount which Supplier, or its Affiliates may owe to NXP or its Affiliates under this Agreement or any other agreement against open invoices as directed solely by NXP, until the full amount has been credited to NXP.

10) NO OPEN SOURCE SOFTWARE.

Supplier represents and warrants that to the best of its knowledge after proper due diligence and inquiry, its goods and services, including its software product and/or software/hardware product, to be provided to NXP do not include Open Source Software (as defined below). **SUPPLIER AGREES THAT IT WILL DEFEND, INDEMNIFY AND HOLD HARMLESS NXP, ITS AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES, EMPLOYEES, AND CUSTOMERS AGAINST ANY AND ALL CLAIMS, LAWSUITS, LIABILITIES, JUDGMENTS, DAMAGES, AND EXPENSES (INCLUDING ATTORNEYS' FEES) ARISING FROM A BREACH BY SUPPLIER OF ANY OF ITS OBLIGATIONS OR REPRESENTATIONS HEREUNDER.**

"**Open Source Software**" means any software licensed under the terms that may create an obligation (a) to disclose or distribute source code; or (b) to grant a license for the purpose of making derivative works; or (c) to grant a right, license, covenant, or immunity in connection with intellectual property rights. By means of example and without limitation Open Source Software is software licensed under GNU General Public License ("**GPL**"), Affero General Public License ("**AGPL**"), Lesser General Public License ("**LGPL**"), Common Public License, the Artistic License, and Mozilla Public License.

11) THIRD-PARTY INTELLECTUAL PROPERTY.

Supplier represents and warrants that all goods and services supplied under this Agreement do not and will not infringe any third-party patent, copyright, trade secret, mask work right, trade name, trademark or service mark, or other proprietary right. **SUPPLIER WILL DEFEND, INDEMNIFY AND HOLD HARMLESS NXP, ITS AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES, EMPLOYEES, AND CUSTOMERS AGAINST ANY AND ALL CLAIMS, LAWSUITS, LIABILITIES, JUDGMENTS, DAMAGES, AND EXPENSES (INCLUDING ATTORNEYS' FEES) RELATED TO INFRINGEMENT OF THIRD-PARTY PATENTS, COPYRIGHTS, TRADE SECRETS, TRADE NAMES, MASK WORK RIGHTS, TRADEMARKS, SERVICE MARKS, OR OTHER PROPRIETARY RIGHTS IN CONNECTION WITH GOODS OR SERVICES SUPPLIED, INCLUDING BUT NOT LIMITED TO SUPPLIER'S RELATED RIGHTS AND SUPPLIER'S WORK PRODUCT.**

12) WARRANTIES.

Supplier warrants to NXP, its successors and assigns, that all goods and deliverables will (i) be free from defects in design, material, and workmanship, (ii) will conform with all written proposals and descriptions as well as any drawings, specifications, samples, or models furnished by NXP or furnished by Supplier and approved by NXP, (iii) be merchantable, (iv) be fit for their intended purpose, (v) be new, not refurbished or reconditioned, (vi) conform to the highest standards applicable to the field of Supplier's work, (vii) be original works of authorship (unless otherwise approved in writing by NXP in advance), and (viii) be designed, manufactured, and delivered in compliance with all applicable laws and regulations. Supplier further warrants and guarantees to NXP, its successors, assigns, that Supplier will, at the time of delivery, convey to NXP good title for all goods covered by the Agreement, free and clear of all liens, claims or other encumbrances. In addition, Supplier warrants that all services will: (1) comply with all applicable laws, codes and regulations, (2) conform to the Agreement's requirements and specifications, and (3) be rendered in a careful, efficient, and workmanlike manner by appropriately qualified and skilled personnel.

The foregoing warranties are in addition to, and not in lieu of any other warranties, implied or express.

If any goods or services are reasonably determined by NXP to fail to conform to the warranties set forth in this Agreement, NXP may immediately terminate this Agreement and Supplier will reimburse NXP for all losses, costs and damages caused by such nonconforming goods or services. Such costs and damages may include, but are not limited to, costs, expenses and losses of NXP and/or its customers arising from: (a) inspection, sorting, repair or replacement of any nonconforming goods or any system or component that incorporates such nonconforming goods, (b) production interruptions or slowdowns, (c) removal of component systems from the manufacturing or assembly process, (d) payments made to NXP's customers under any applicable warranty programs or policies, and (e) NXP's cost of cover to procure replacement goods or services from another supplier. Breach of the foregoing warranties will entitle NXP to all available remedies.

13) EPIDEMIC DEFECT.

Supplier warrants that the goods will be free from epidemic defects. An "**epidemic defect**" is a defect which appears in more than half a percent (0.5%), or any lower percentage as specified in the specifications, of the goods of the same or substantially the same type delivered by Supplier to NXP or its Affiliates within the epidemic defect period as stated in the relevant specifications, or if no such period is stated, within any consecutive period of three (3) months, and which defect is either similar or substantially similar or has similar or substantially similar cause. In the event of an epidemic defect, Supplier must urgently and at its costs and expense repair or replace goods delivered to NXP which show such epidemic defect within the reasonably expected life time of such goods and Supplier must further indemnify NXP for all losses and damages incurred by NXP, including without limitation all costs and damages in relation to recall of any goods or products in which the goods are used from the market (whether defective or not) in relation to the epidemic defect.

14) INDEMNITY.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, SUPPLIER WILL DEFEND, INDEMNIFY AND HOLD HARMLESS NXP, ITS AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES AND EMPLOYEES FROM ANY AND ALL CLAIMS, LAWSUITS, LIABILITIES, JUDGMENTS, DAMAGES, AND EXPENSES (INCLUDING ATTORNEYS' FEES ACTUALLY INCURRED) INCLUDING WITHOUT LIMITATION ON ACCOUNT OF DEATH OR INJURY TO ANY PERSON OR DAMAGE TO ANY PROPERTY ARISING FROM OR IN CONNECTION WITH ANY GOODS AND/OR SERVICES SUPPLIED, EXCEPT TO THE EXTENT CAUSED BY NXP'S SOLE NEGLIGENCE. THIS INDEMNITY SHALL APPLY WITHOUT REGARD TO WHETHER THE CLAIM, DAMAGE, LIABILITY OR EXPENSE IS BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT. THIS INDEMNITY SHALL SURVIVE DELIVERY AND ACCEPTANCE OF GOODS AND/OR SERVICES.

15) DAMAGES.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, a) IN NO EVENT WILL NXP, ITS AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES, AND EMPLOYEES BE LIABLE, WHETHER IN CONTRACT, TORT OR OTHERWISE, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR ANY LOSS OF USE, LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS, OR LOST PROFITS, SAVINGS OR REVENUES, OR DIMINUTION IN VALUE, TO THE FULL EXTENT SUCH MAY BE DISCLAIMED BY APPLICABLE LAW, EVEN IF SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE; b) NXP'S TOTAL LIABILITY FOR DAMAGES UNDER THIS AGREEMENT WILL NOT EXCEED THE PRICE ALLOCABLE TO THE GOODS OR SERVICES DURING THE TWELVE MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM; AND c) NO ACTION MAY BE BROUGHT BY SUPPLIER AGAINST NXP UNDER THIS AGREEMENT MORE THAN 1 YEAR AFTER THE ACCRUAL OF THE CAUSE OF ACTION.

16) CONFIDENTIALITY.

a) "**NXP Confidential Information**" means any information (whether in writing or other tangible form, or orally, visually, electronically or other intangible form) relating to the research, development, products, methods of manufacture, technology, trade secrets, business plans, customers, finances, and personal data related to the business or affairs of NXP. NXP Confidential Information also includes any information that a reasonable person would recognize as confidential or proprietary considering the nature of the information and the circumstances of disclosure. The terms and existence of this Agreement and everything supplied in connection with it by NXP is deemed NXP Confidential Information. NXP Confidential Information does not include any information that Supplier can prove: (i) Supplier possessed or knew before NXP disclosed it to Supplier without use or disclosure restrictions; (ii) has become publicly known through no wrongful act or omission of Supplier; (iii) Supplier developed independently, as evidenced by appropriate documentation without use or reference to any NXP Confidential Information; (iv) is explicitly approved for release by written authorization of NXP; and (v) is lawfully furnished to Supplier by a third party, after the time of receipt from NXP, without use or disclosure restrictions.

b) Supplier agrees not to disclose any NXP Confidential Information and to take all reasonable precautions to prevent its unauthorized dissemination, both during the performance and after the completion or termination of the Agreement. Without limiting the scope of this duty, Supplier agrees to limit its internal distribution of NXP Confidential Information to its employees and agents who have a need-to-know and to take steps to ensure that the dissemination is so limited. Supplier agrees not to use any NXP Confidential Information for its own benefit or for the benefit of anyone other than NXP. Supplier agrees not to reverse engineer, decompile or disassemble NXP Confidential Information or derive or attempt to derive the source code, algorithmic nature or structure of any object code portions of NXP Confidential Information except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation. Without limiting the scope of this duty, Supplier agrees not to design or manufacture any products which incorporate NXP Confidential Information. A disclosure by Supplier pursuant to the order or requirement of a court, administrative agency or other governmental body will not be considered a breach of this provision, provided that (a) Supplier, promptly after learning of such order or requirement (unless prohibited by law) notifies NXP in writing to give NXP the opportunity to contest disclosure or to seek any available legal remedies and (b) if Supplier is required to disclose such NXP Confidential Information, it only discloses the NXP Confidential Information specifically required and only to the extent compelled to do so by a relevant order or requirement.

c) All NXP Confidential Information and all copies thereof, remains the property of NXP and no license or other rights in the NXP Confidential Information is granted or conferred hereby, expressed or implied.

d) **ALL NXP CONFIDENTIAL INFORMATION IS PROVIDED "AS IS" AND WITHOUT ANY WARRANTY, EXPRESS, IMPLIED, OR OTHERWISE, REGARDING ACCURACY OR PERFORMANCE. Further, upon completion or termination of the Agreement, Supplier agrees to (at NXP's sole option) destroy or return to NXP, all NXP Confidential Information, including but not limited to all computer programs, documentation, notes, plans, drawings and copies thereof and to provide certification of such destruction within thirty (30) days after termination or expiration of the Agreement.**

e) Supplier acknowledges that any disclosure, use, or misappropriation of the NXP Confidential Information in violation of this Agreement would cause the NXP irreparable harm for which there may be no adequate remedy at law. Accordingly, Supplier agrees that NXP is entitled to injunctive relief in any court of competent jurisdiction, without prejudice to any additional remedies available to it at law or in equity.

17) SECURITY INCIDENT AND PRIVACY.

a) **Security Incident**. In the event of any actual or suspected unauthorized and/or unlawful access, use, disclosure, destruction, or loss of NXP data and/or NXP Confidential Information (a "**Security Incident**"), Supplier must, within 72 hours after Supplier becomes aware of the Security Incident, inform NXP in writing and in reasonable detail of the following: (a) the scope of the Security Incident and its likely impact on NXP; (b) the corrective actions taken or to be taken by Supplier to remedy the Security Incident; and (c) all

other information reasonably necessary to allow NXP to meet any obligations to report or inform impacted individuals of such Security Incident under all applicable data privacy and security laws. Further, Supplier must cooperate with NXP to take reasonable commercial steps, as directed by NXP, to assist in any investigation, mitigation, and remediation for any Security Incident. All notices under this Section 17 must be reported to NXP's Supplier Security Team at suppliersecurity@nxp.com.

b) **Privacy**. Where relevant, Supplier is responsible for handling personal data in accordance with all applicable data privacy laws and regulations and will comply with its respective obligations set out in NXP's Data Protection Terms located at https://www.nxp.com/pages/nxp-data-protection-terms:NXP-DTA-PROT-TERMS.

18) TERMINATION.

a) **Termination for Convenience**. Without prejudice to any other rights or remedies available to NXP under this Agreement or at law, NXP may, without liability, terminate this Agreement for convenience in whole or in part, at any time, by verbal and/or written notice (email acceptable).

b) **Termination for Cause**. NXP may, without liability, suspend its obligations, rescind or terminate the Agreement, in whole or in part, without further notice being required, without prejudice to any other rights or remedies available to NXP under the Agreement or at law, if: (1) Supplier fails to comply with any obligation of the Agreement; (2) insolvency or bankruptcy proceedings are instituted against Supplier (including voluntary insolvency or bankruptcy proceedings); (3) Supplier is liquidated or dissolved; (4) any attachment is made over the assets of Supplier or on its behalf; (5) Supplier makes an unauthorized assignment for the benefit of creditors; or (6) any other person or entity other than the person or entity having control over Supplier at the date of the Agreement acquires control over Supplier.

Without prejudice to any other rights or remedies available to NXP under this Agreement or at law, if NXP terminates this Agreement, in whole or in part, as provided in this Section 18(b), (a) NXP will be entitled to a full refund of any fees paid to Supplier and (b) NXP may procure, upon such terms and in such manner as NXP may deem appropriate, work similar to that so terminated, and Supplier will be liable to NXP to the extent the cost for such similar work exceeds the portion of the price of the services applicable to such work, and for any other damages, costs or expenses incurred by NXP. Supplier will assign to NXP all rights in data prepared in connection with the performance of services, including, but not limited to, any reports, databases, graphs, notes, notebooks, drawings, designs, and analyses. Supplier agrees that all rights, title, and interest to such data will vest immediately in NXP upon preparation, and that upon termination of this Agreement Supplier will promptly deliver to a proper NXP representative all such data.

(c) No Cancellation Fees and Survival. Supplier agrees that in no event will NXP be responsible for the payment of any cancellation fee, termination charge, winddown expense, restocking fee, or any additional fee, payment or penalty of any type in connection with NXP's termination of this Agreement. The representations, warranties, indemnities and other obligations which by their nature or context are intended to survive payment and/or termination of this Agreement will survive, including but not limited to the obligations in Sections 2(b), 6(d), 6(e), 9-19, 26, 28-32 of this Agreement.

19) RIGHT TO AUDIT.

Supplier and its subcontractors will keep accurate records and books of accounting showing all charges and related expenses incurred in relation to the goods and the performance of services under this Agreement ("**Financial Reports**"). Supplier and its subcontractors will maintain its Financial Reports in accordance with applicable, generally accepted, accounting principles and procedures. Supplier and its subcontractors will furnish those Financial Reports to NXP when and as often as NXP may request. NXP will have the right to inspect such Financial Reports and perform audits for 3 years from the date of this Agreement, on Supplier's or subcontractor's premises during business hours, or assign said audits to outside parties. Supplier agrees to fully reimburse any recoveries plus reasonable audit costs in the event of financial discoveries resulting from an audit. NXP maintains the right to extend payment terms until such time as corrections have been made.

The terms of this Section shall appear in all of Supplier's subcontracts.

20) INSURANCE.

a) Supplier will maintain the following forms of insurance with insurers acceptable to NXP, having a minimum A.M. Best rating of A-VII:

(i) worker's compensation insurance, covering occupational disease within statutory limits, and employer's liability insurance with limits of not less than US$1,000,000;

(ii) comprehensive general liability insurance, under the Insurance Services Office (ISO) Commercial General Liability occurrence form, including coverage for premises and operations, contractual liability, broad form property damage, and products and completed operations with limits of liability of no less than US$1,000,000 each occurrence, US$2,500,000 general aggregate, and US$2,500,000 products/completed operations aggregate and contractual liability coverage for the indemnity obligations of this Agreement;

(iii) if Supplier is providing professional services under this Agreement, Supplier will maintain Professional Liability Insurance covering liability arising out of negligent acts, errors, or omissions, including, but not limited to, copyright and trademark infringement, with policy limits of not less than US$2,500,000 each occurrence and US$2,500,000 aggregate, whether this coverage is on a separate policy or is endorsed on to the vendor's general liability policy; and

(iv) if a licensed vehicle will be used in connection with the performance of this Agreement, Supplier will maintain automobile liability insurance covering all owned, hired, rented, and non- owned vehicles with minimum limits of liability as follows: bodily injury and property damage combined single limit of not less than US$1,000,000 per occurrence, or if limits are obtained on a per person and per accident basis, then not less than US$1,000,000 per person and per accident for bodily injury, and US$1,000,000 per accident for property damage.

The use of umbrella or excess liability insurance to achieve the above required liability limits will be acceptable, provided that such umbrella or excess liability insurance coverage meets the individual policy requirements identified above.

b) Supplier will provide a waiver of subrogation against NXP regarding the insurance specified in Section 20(a)(i) above, and will name NXP and its officers, directors, employees, and Affiliates, as additional insureds under all other specified insurance.

c) Supplier's insurance will be designated as primary. Any deductibles or self-insured retentions are the sole responsibility of Supplier and do not reduce or replace the obligations or indemnity requirements provided in this Agreement.

d) Supplier will not accept a purchase order or perform any services until such time as it may have in force insurance in the forms and of the types specified in this Section. Promptly upon commencement of this Agreement, and upon NXP's reasonable request thereafter, Supplier will provide appropriate certificates or other evidence of the above insurance coverages to NXP.

e) Supplier will provide NXP with at least thirty (30) days of advance written notice of the expiration, cancellation, material adverse alteration, or termination of any insurance policy providing any of the above coverages.

f) The procurement and maintenance of insurance specified in this Section will not limit or affect any liability which Supplier might have by virtue of this Agreement or otherwise.

21) TOOLING AND DOCUMENTS.

All specifications, drawings or other documents and data furnished by NXP and all tools, dies, molds, jigs, fixtures, patterns, machinery, special test equipment, special taps and gauges which have been furnished, paid for, or charged against NXP, or which have their cost amortized will be deemed NXP's property and treated as NXP Confidential Information.

22) SAFETY DATA SHEETS.

Supplier will electronically provide a safety data sheet for all chemicals purchased under this Agreement that are subject to regulations in the countries to which these chemicals are supplied. Supplier certifies, by acceptance of this Agreement, that the chemicals purchased are legally allowable to be used within the country or are subject to an exemption and that the exemption is specified in the safety data sheet.

23) OZONE DEPLETING SUBSTANCES.

Supplier certifies, by acceptance of this Agreement, that the goods will not be manufactured with any ozone-depleting substances in Supplier's manufacturing processes and the goods do not contain these substances. The specific types of ozone-depleting substances are those substances controlled by the Montreal Protocol including the substances in Annex A, B and E and Annex C group II and III of the Montreal Protocol, and substances from Annex C group I of the Montreal Protocol when use is prohibited or restricted according to national or regional regulations.

24) GIFTS.

Supplier will not offer, promise or agree to give any financial or other advantage (including, but not limited to, any money, gifts or gratuities of any kind) to NXP's employees, agents or members of their families or to any third party (including, but not limited to, any official or employee of any government, governmental or regulatory agency or other public body) to secure or influence any business transaction in relation to this agreement. Violations of this Section will be deemed a material breach of this Agreement.

25) ADVERTISING / PUBLICITY RELEASES.

Supplier will not in any manner, advertise, publish or release any information concerning this Agreement, or any portion thereof, without the prior written consent of NXP. Supplier will not use NXP's name in any way, including without limitation, a general or sample listing of Supplier's customers, without NXP's prior written consent. This Agreement does not grant or confer any right to use any trademark, trade name, logo, service mark or other mark of NXP or its Affiliates, in any advertising, marketing, publications, promotional activities, or for any other purpose. Any violation of this Section will be deemed a material breach of this Agreement.

26) ASSIGNMENT; SUBCONTRACTS; AND AFFILIATES.

Supplier will not assign, transfer, subcontract or delegate this Agreement or any right or obligation hereunder, or any part thereof, including the accounts receivables without the written consent of NXP. Any assignment without NXP's written consent will be void and have no binding effect upon NXP. Supplier will, at all times, remain fully responsible to NXP for its obligations under this Agreement and fully liable for the acts and omissions of any subcontractor or Affiliate. No subcontract entered into by Supplier will relieve Supplier of any of its liabilities and/or obligations. Purchases of parts and materials to comply with this Agreement will not be construed as assignments or subcontracts NXP may assign the Agreement, in whole or in part, or any of its rights, interests, duties or obligations, without the Supplier's consent.

The term "**Affiliate**" means, with respect to a party, any corporation or other legal entity that now or hereafter Controls, is Controlled by, or is under common Control with such party for only so long as such Control exists;

where "**Control**" means the direct or indirect beneficial ownership of greater than fifty percent (>50%) of the shares of voting stock or equity interests to vote for the election of directors, or the power to direct or appoint the management, in another person or entity

27) APPLICABLE LAW.

Subject to Appendix A below, the Agreement will be governed by, construed, and enforced in accordance with the laws set forth in the table below as applicable, except for their conflict of laws provisions, based on the identity of NXP. Any rights, remedies and warranties available to NXP by operation of law may only be waived or modified in writing by NXP in a supplement or an amendment to this Agreement. The United Nations Convention on Contracts for the International Sale of Goods will not apply to the Agreement.

NXP	**Applicable Law and Jurisdiction**
NXP Semiconductors (Tianjin) Ltd.	Peoples Republic of China
NXP Semiconductors Switzerland SA	Switzerland
NXP (China) Management Ltd.	Peoples Republic of China
NXP (Chongqing) Semiconductors Co. Ltd.	Peoples Republic of China
NXP Canada Inc.	Canada
NXP India Pvt. Ltd.	India
NXP Japan Limited	Japan
NXP Laboratories UK Ltd.	United Kingdom
NXP Malaysia Sdn. Bhd.	Malaysia
NXP Manufacturing (Thailand) Ltd.	Thailand
NXP Philippines Inc.	Philippines
NXP Qiangxin (Tianjin) IC Design Co. Ltd.	Peoples Republic of China
NXP Semiconductors (Shanghai) Co., Ltd.	Peoples Republic of China
NXP Semiconductors Asia Hong Kong Limited	the Hong Kong SAR
NXP Semiconductors Austria GmbH	Austria
NXP Semiconductors Austria GmbH & Co KG	Austria
NXP Semiconductors Belgium N.V.	Belgium
NXP Semiconductors Czech Republic s.r.o.	Czech Republic
NXP Semiconductors Denmark ApS	Denmark
NXP Semiconductors Elektronik Ticaret A.S.	Turkey
NXP Semiconductors France SAS	France
NXP Semiconductors Germany GmbH	Germany
NXP Semiconductors Hungary Ltd.	Hungary
NXP Israel Limited	Israel
NXP Semiconductors Korea Ltd.	Korea
NXP Semiconductors Mexico, S. de R. L. de C.V.	Mexico
NXP Semiconductors Netherlands B.V.	The Netherlands
NXP Semiconductors Netherlands B.V. – Italia Branch	Italy
NXP Semiconductors Spain S.L.	Spain NXP
Semiconductors Nordic AB	Sweden NXP
Semiconductors Netherlands B.V., Finnish branch	Finland NXP
Semiconductors Romania Srl	Romania
NXP Semiconductors Singapore Pte. Ltd.	Singapore
NXP Semiconductors Taiwan Ltd.	Taiwan, the Republic of China

NXP Semiconductors Vietnam Co., Ltd.	Vietnam
NXP Semicondutores Brasil Ltda.	Brazil
NXP USA, Inc.	State of Texas, USA

28) COMPLIANCE WITH LAWS.

Supplier warrants that all goods, deliverables, and services supplied pursuant to this Agreement will have been performed, produced and supplied in compliance with all applicable federal, national, state, provincial and local laws, orders, rules and regulations including, but not limited to, all applicable anti-bribery and corruption laws and regulations. Supplier further warrants that it will comply and will cause its representatives to comply will all applicable present and future laws, ordinances, rules, regulations and orders.

29) EXPORT CONTROLS.

Each party shall comply with all applicable laws and regulations, including, but not limited to all such export and import controls or restrictions, prohibited party lists, catch-all regulations, sanctions and embargoes.

Supplier shall obtain all applicable export licenses or similar permits required to comply with export control laws and regulations unless otherwise mutually agreed in writing by the Parties. Supplier will cooperate in informing NXP the export control law(s) the Products are subject to and indicate the appropriate Export Control Classification Number (ECCN).

30) PROHIBITION OF EXPORT TO RUSSIAN FEDERATION.

a) With respect to any activity that falls under the scope of Article 12g, 12ga of Council Regulation (EU) No 833/2014, or 8g of Council Regulation (EU) No 765/2006 (as the case requires), Supplier will not (i) sell, export or re-export, directly or indirectly any good supplied directly or indirectly, and (ii) will not sell, license or sublicense any intellectual property rights or trade secrets provided directly or indirectly, to the Russian Federation or Belarus, or for use in the Russian Federation or Belarus.

b) Supplier will ensure that the purpose of paragraph 30(a) above is not frustrated by any third parties further down the commercial chain, including by either resellers, sublicensees, or both.

c) Supplier will set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by either resellers, sublicensees, or both, that would frustrate the purpose of paragraph 30(a).

d) Any violation of paragraphs 30(a), 30(b) or 30(c) will constitute a material breach of this Agreement, and NXP will be entitled to seek appropriate remedies, including, but not limited to:

   i) termination of this Agreement; and
   ii) suspension of any of its business relationships with Supplier, its Affiliates or both, until the breach of paragraph 30(a) above is remedied, and
   iii) a plan to remedy the breach.

e) Supplier will immediately inform NXP about any problems in applying paragraphs 30(a), 30(b) or 30(c), above, including any relevant activities by third parties that could frustrate the purpose of paragraph 30(a). Supplier will make available to NXP information concerning compliance with the obligations under paragraphs 30(a), 30(b) or 30(c) within 2 weeks of the request for information.

31) SUPPLY CHAIN SECURITY.

NXP has been granted in the European Union and in Asia the status as Authorized Economic Operator for customs and supply chain security purposes and as a multinational company joined the US Customs and Border Protection program CTPAT. Such programs require security standards from Supplier as well. It is expected that NXP's goods-related suppliers shall therefore be actively involved in the governmental supply

chain security programs, like CTPAT, AEO, STP and or similar governmental programs and or shall have measures in place (internal supply chain security policy and program) in order to ensure goods are produced, stored, prepared, packed, loaded in and transported from safe business premises, to ensure goods are protected against unauthorized intervention during production, storage, preparation, packing loading and transport, and to ensure goods are forwarded and shipped by authorized third parties.

32) ATTORNEYS' FEES.

If any legal action is necessary to enforce this Agreement, NXP will be entitled to reasonable attorneys' fees and expenses in addition to any other allowable relief.

33) LANGUAGE.

If there are translated versions of this Agreement available, then in the event of any inconsistency between the English language version of this Agreement and any translated version of this Agreement, the English language version will prevail.

34) GENERAL.

NXP reserves the right to modify or amend these Terms at any time, without any obligation to notify or provide updated versions of these Terms to Supplier. NXP recommends that Supplier checks the Terms regularly for any updates. The posted version of these Terms below supersedes all earlier versions. This Agreement can only be modified by Supplier upon the prior written consent of an NXP authorized representative. If any provision or part-provision of this Agreement is or becomes deemed or actually invalid, illegal, or unenforceable, it will be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be severed from this Agreement and deemed deleted. Any modification to or deletion of a provision or part-provision under this clause will not affect the validity and enforceability of the rest of this Agreement or applicable purchase order. Supplier is an independent contractor in the performance of its obligations under this Agreement, and NXP is to have no control over the methods and means that Supplier uses to fulfill its obligations. Neither Supplier nor its employees will be considered employees of NXP or entitled to participate in any NXP employee benefits or plans of any kind. NXP's failure to enforce or insist on performance of any of the terms or conditions in this Agreement will not operate as a waiver of that or any other right.

35) ON-SITE COMPLIANCE.

If the services require Supplier or its representatives to perform services on-site at a facility owned and/or operated by NXP, then Supplier will (i) comply with, and cause its representatives to comply with, all policies and regulations in effect on NXP's premises and (ii) submit a badge application form to NXP for each such site and any safety information forms requested by NXP. Notwithstanding any clause of this Agreement, NXP may limit, deny, or withdraw access to its property to any representative of Supplier.

36) NO ARTIFICIAL INTELLIGENCE.

Supplier must not use any information provided to it by NXP or its Affiliates (including without limitation NXP Confidential Information) in combination with any artificial intelligence system or model (including to train, input, test, process, analyze, (fine)tune or generate output), unless NXP has provided prior written consent for such use. Additionally, Supplier must not use any artificial intelligence system or model as it relates the services under this Agreement, unless NXP has provided prior written consent for such use.

Appendix A

Depending on which NXP entity is the contracting party, please note the applicability of the following terms. If the terms of this Appendix A are inconsistent or conflict with Section 27 (Applicable Law), then the terms of this Appendix A shall prevail over Section 27 (Applicable Law).

NXP Japan Limited, a limited liability company established in Japan:

Section 27 (Applicable Law) is replaced with the following: This Agreement is governed by, construed, and enforced in accordance with the laws of Japan without regard to provisions concerning conflicts of law and subject to the dispute resolution terms set forth in this Section 27 regardless of any conflicting terms in any other agreements between NXP and Supplier. All disputes arising out of or in connection with this Agreement must first be attempted by NXP and Supplier to be settled through consultation and negotiation in good faith and a spirit of mutual cooperation. All disputes that are not so settled within a period of thirty (30) days from the date the relevant dispute first arose may be submitted to and finally be resolved by arbitration (hereinafter referred to as "**Arbitration**") under the Rules of Arbitration of the International Chamber of Commerce ("**ICC Rules**"), which ICC Rules are deemed to be incorporated by reference into this clause. The seat, or legal place, of arbitration shall be Japan. One arbitrator will be appointed in accordance with the ICC Rules and the language to be used in the Arbitration proceedings shall be English. The arbitration award will be final and binding on the Parties and be enforceable in any court of competent jurisdiction. Accordingly, the Parties hereby confirm that they will treat the performance of this award as an obligation under this Agreement and expressly agree to carry out such arbitral award without delay. The arbitrator shall determine which Party bears the fees of such arbitration. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. Nothing in this Section will be construed or interpreted as a limitation on either NXP's or Supplier's right under applicable law for injunctive or other equitable relief or to take any action to safeguard its possibility to have recourse on the other Party.

Any rights, remedies and warranties available to NXP by operation of law may only be waived or modified in writing by NXP in a supplement or an amendment to this Agreement.

NXP Semiconductors Netherlands B.V., a Dutch corporation:

Section 27 (Applicable Law) is replaced with the following: This Agreement is governed by, and construed, and enforced in accordance with the laws of The Netherlands. All disputes arising out of or in connection with this Agreement must first be attempted by NXP and Supplier to be settled through consultation and negotiation in good faith and a spirit of mutual cooperation. All disputes that are not so settled within a period of thirty (30) days from the date the relevant dispute first arose may be submitted to the courts of Amsterdam, The Netherlands, provided that NXP will always be permitted to bring any action or proceedings against Supplier in any other court of competent jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. Nothing in this Section will be construed or interpreted as a limitation on either NXP's or Supplier's right under applicable law for injunctive or other equitable relief or to take any action to safeguard its possibility to have recourse on the other Party.

Any rights, remedies and warranties available to NXP by operation of law may only be waived or modified in writing by NXP in a supplement or an amendment to this Agreement.

NXP (China) Management Ltd, a limited liability company established in the P.R.C.:

Section 27 (Applicable Law) is replaced with the following: This Agreement is governed by, construed, and enforced in accordance with the laws of the P.R.C., without regard to any principle of conflicts of law. All disputes arising from or in connection with this Agreement shall be submitted to Shanghai International Economic and Trade Arbitration Commission for arbitration in accordance with its rules of arbitration. The arbitration language shall be bilingual in Chinese and English. The arbitration shall be confidential. The arbitral award is final and binding upon both parties. The United Nations Convention on Contracts for the International Sale of Goods will

not apply to this Agreement. Nothing in this Section shall be construed or interpreted as a limitation on either NXP's or Supplier's right under applicable law for injunctive or other equitable relief or to take any action to safeguard its possibility to have recourse on the other party.

Any rights, remedies and warranties available to NXP by operation of law may only be waived or modified in writing by NXP in a supplement or an amendment to this Agreement.

NXP Semiconductors Taiwan Ltd, a limited liability company established in Taiwan:

Section 27 (Applicable Law) is replaced with the following: This Agreement is governed by, construed, and enforced in accordance with the laws of the Taiwan, without regard to any principle of conflicts of law. Any dispute arising hereunder shall be resolved by the district courts of Kaohsiung, Taiwan, and the Parties hereby agree that venue and jurisdiction for any related proceedings arising hereunder shall lie exclusively with such courts. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. Nothing in this Section shall be construed or interpreted as a limitation on either NXP's or Supplier's right under applicable law for injunctive or other equitable relief or to take any action to safeguard its possibility to have recourse on the other party.

Any rights, remedies and warranties available to NXP by operation of law may only be waived or modified in writing by NXP in a supplement or an amendment to this Agreement.

NXP USA, Inc., a Delaware corporation:

Section 27 (Applicable Law) is replaced with the following: This Agreement is governed by, construed, and enforced in accordance with the laws of the State of Texas exclusive of its conflict-of-law rules. The Parties agree that the exclusive jurisdiction and venue of any action between the Parties arising out of this Agreement will be the State and Federal Courts located within Travis County, Texas, USA, and each of the Parties hereby submits itself to the exclusive jurisdiction and venue of such courts for purposes of the action; provided that NXP will always be permitted to bring any such action against Supplier in any other court of competent jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. Nothing in this Section will be construed or interpreted as a limitation on either NXP's or Supplier's right under applicable law for injunctive or other equitable relief or to take any action to safeguard its possibility to have recourse on the other Party.

Any rights, remedies and warranties available to NXP by operation of law may only be waived or modified in writing by NXP in a supplement or an amendment to this Agreement.