

TEXAS INSTRUMENTS ISRAEL LTD. ("TI")
Terms and Conditions of Purchase ("Purchase Terms")

1. Scope

1.1 These Purchase Terms shall apply to all goods and services ("**Supplies**") for which TI issues individual purchase orders ("**Purchase Orders**").

1.2 If a supplier of **Supplies** ("**Seller**") proposes its own terms and conditions, then these shall not be binding on TI save to the extent they are expressly accepted in writing by an authorized TI representative. Acceptance of and/or payment for **Supplies** by TI shall not be construed as acceptance by TI of **Seller's** terms and conditions even if TI is aware of such terms and conditions.

1.3 Changes, modifications, waivers, additions or amendments to these **Purchase Terms** shall not be binding on TI save to the extent that they are in writing and signed by an authorized TI representative. A waiver of the written form shall also be made in writing to be effective.

2. Applicable Law

The validity and interpretation of these **Purchase Terms** and any **Purchase Order** shall be governed by the laws of the State of Israel without reference to conflict of law principles. The Israel International Sale of Goods Law – 1999, and the United Nations Convention on the International Sale of Goods (CISG) shall not apply.

3. Venue

Exclusive place of jurisdiction for all disputes arising out of or in connection with these **Purchase Terms** shall be in the courts located in the district of Tel Aviv, Israel. TI is also entitled to sue **Seller** at **Seller's** principal place of business.

4. Prices

4.1 Prices shall be as stated in the applicable **Purchase Order**.

4.2 If **Seller** issues a general price decrease for any equipment and/or materials similar to the items described in any **Purchase Order**, a comparable price reduction shall automatically apply to the items described in such **Purchase Order**.

4.3 No extra charges of any kind, including charges for boxing or cartage, will be allowed. Pricing by weight, where applicable, covers net weight of material.

5. Payment Terms

Invoices will be paid within the time period specified in the applicable **Purchase Order**. Payment term starts upon TI's receipt of the relevant invoice. Invoices may only be issued after delivery. Invoices must include a valid **Purchase Order** number, line item number, and in the currency corresponding to the applicable **Purchase Order**.

6. Taxes

With the exception of Value Added Tax ("**VAT**") which, if applicable, shall be at the rate valid at the time of delivery, **Seller** is responsible for all taxes imposed by any taxing authority or government entity in connection with any **Purchase Order**. Each payment to be made by TI under a **Purchase Order** shall be subject to any deduction, withholding or set-off of tax as may be required under applicable laws, except to the extent that **Seller** shall provide TI, no later than 3 business days prior to the relevant payment under a **Purchase Order**, with valid tax certificate issued by the relevant taxing authority and acceptable to TI in its sole discretion, and which provides an exemption for or otherwise minimizes such deduction, withholding or set-off of tax. Every invoice must include **Seller's** VAT Identification Number.

7. Quality, Record Keeping and Audits

7.1 **Quality.** **Seller** shall at all times comply with TI's then current Supplier General Quality Guidelines located at <https://wpl.ext.ti.com>. All **Supplies** shall be delivered by **Seller** free from defects of material and title. **Seller** shall ensure that any **Supplies**, and any processes used in the design, production and quality control of such **Supplies**, conform to the requirements, drawings, samples and other specifications furnished by TI or referenced in the applicable **Purchase Order**, as well as the highest and latest safety, engineering and processing standards and any applicable laws and regulations. **Seller** shall maintain an inspection system sufficient to verify that it is meeting all requirements. At TI's request, **Seller** shall further provide objective evidence that such inspection system has been implemented and is in operation.

7.2 **Records.** **Seller** shall identify, create, and safely retain full and detailed accounts and exercise all such controls as may be necessary or helpful for proper financial management, quality system management, documentation and compliance under any **Purchase Order**. **Seller's** records, books, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and other data, as well as quality and reliability records related to any **Purchase Order** ("**Records**") shall be preserved for a period of three (3) years after final payment or for such longer period as may be required by law. Notwithstanding the foregoing, **Seller** shall retain quality and reliability records related to the applicable **Purchase Order** for at least five (5) years from the date of creation or for such longer period as may be required by law. As used herein, quality and reliability records shall include quality management system certifications, supplier approval and performance assessments, product final acceptance and reliability results, process and/or product change qualifications, process control data, inspection and test reports, returned material analysis and corrective action reports.

7.3 **Audits.** TI shall have the right to audit or have audited all of **Seller's** **Records** (in whatever form they may be kept, whether written, electronic or other) and operations related to any **Purchase Order**. **Seller** shall provide TI's external or internal auditors access to **Seller's** offices and/or manufacturing locations and all **Records** and physical items during normal business hours, for purposes of auditing **Seller's** compliance with the terms of any **Purchase Order**, including, without limitation to verify or have verified the quality of **Supplies** at any production stage. Verification may consist of a physical assessment or surveillance of **Seller's** facilities and quality programs and/or a source inspection. TI shall provide **Seller** with at least twenty-four (24) hours prior written notice of its intention to audit **Seller**. **Seller** shall provide all reasonable facilities and assistance for the safety and convenience of personnel engaged in such audits. Deficiencies identified during such audits shall be corrected by **Seller** in the most expeditious manner possible.

8. Changes

8.1 From time to time, TI is entitled to change any of the requirements, drawings, samples or other specifications for **Supplies** covered by any **Purchase Order**. In such event, **Seller** shall attempt to comply with such reasonable change notices. If such changes result in a decrease or increase in **Seller's** cost or in the time for performance, **Seller** shall notify TI in writing of its request for an adjustment in the price or time of delivery within five (5) business days after its receipt of the change notice. The parties will negotiate in good faith regarding any adjustments in the price and time for performance to be made. Any such adjustments must be agreed to by duly authorized representatives of the parties in writing.

8.2 **Seller** shall not make any changes in manufacturing, materials, testing, configuration, or otherwise that alter the form, fit or function or adversely affect the quality or reliability of the **Supplies** nor shall it make any changes to any specifications or requirements, unless it has obtained TI's prior written consent.

9. Cancellation, Reschedule, Suspension

9.1 TI may cancel any **Purchase Order** in whole or in part at any time by written notice to **Seller**. Upon notice of cancellation, **Seller** will inform TI of the extent to which it has completed its performance under the applicable **Purchase Order** as of the date of the notice and collect and deliver to TI any **Supplies**, which then exist. TI will pay **Seller** for any **Supplies** delivered and (where applicable) accepted through the effective date of such cancellation at the price set forth under the applicable **Purchase Order**, without further liability. TI's rights of termination under applicable law shall remain unaffected hereby.

9.2 TI is, at its discretion and with a reasonable period, entitled to reschedule or suspend the delivery of any unshipped **Supplies**, in part or in whole, without liability.

10. Contingencies

10.1 **Force Majeure.** To the extent that, despite **Seller's** best efforts, **Seller** is prevented from delivering the **Supplies** under the applicable **Purchase Order** as a result of governmental actions or regulations, fires, natural disasters and other similar unforeseeable and serious causes beyond the reasonable control of **Seller**, the obligation to deliver shall be suspended for no longer than a reasonable time during which such causes continue to exist ("**Force Majeure Period**"). **Seller** must (i) immediately give TI detailed written notice of the initial situation, (ii) deliver ongoing detailed status reports to TI regarding its efforts to fully remedy the situation and (iii) deploy all available reasonable resources to mitigate the impact of the delay on TI. TI may procure **Supplies** from a third party during the **Force Majeure Period** without any liability or obligation to **Seller**. Should the **Force Majeure Period** persist for more than forty-five (45) days, TI may, at its option, terminate this **Purchase Order** without liability or have **Seller** resume delivery upon removal of the intervening condition.

10.2 Section 10.1 shall not apply to reasonably foreseeable or preventable situations (including, but not limited to, late or insufficient deliveries by other suppliers, personnel turnover, labor disputes or strikes involving **Seller's** own personnel, third party equipment or software changes).

11. Delivery, Shipments

11.1 Delivery will be made in accordance with the Incoterm specified in the relevant **Purchase Order**. If no Incoterm is specified, then the applicable Incoterm shall be DDP (Incoterms 2020). Time is of the essence, and delivery dates shall be strictly adhered to. **Seller** shall notify TI as soon as it becomes aware of a possible delay in delivery.

11.2 Failure to meet agreed upon delivery dates shall be considered a material breach of contract and, in addition to any other rights available to TI under these **Purchase Terms** or at law, TI is entitled to terminate the affected **Purchase Order** without liability if it becomes clear that TI-specified delivery dates will not be met.

11.3 **Seller** shall ship only the quantity(ies) specified in the applicable **Purchase Order**. TI reserves the right to return any over-shipment at **Seller's** expense.

11.4 TI is entitled to reject late shipments and return them to **Seller** at **Seller's** expense.

11.5 **Seller** shall not make commitments for material or production in excess of the amount or in advance of the time necessary to meet TI's delivery schedule. It is **Seller's** responsibility to comply with this schedule, but not to anticipate TI's demands. TI is entitled to return to **Seller** **Supplies** shipped to TI in advance of schedule, at **Seller's** expense.

11.6 **Seller** shall ensure that shipments are properly packed and described in accordance with TI specifications and/or applicable carrier regulations. Shipments will be made in accordance with TI's shipping instructions and Global Routing Guide which is updated periodically and located at <https://wpl.ext.ti.com>.

12. Acceptance of Delivery and Rights in Case of Defects

12.1 **Inspection upon Delivery.** With regard to TI's obligation to inspect and give notice of defects, the statutory provisions shall apply subject to the following: TI's obligation to inspect shall be limited to such defects which (a) become apparent during the inspection of incoming goods under external inspection, including the inspection of the delivery documents (such as transport damage, incorrect and short deliveries) or (b) become apparent during a quality control by inspecting representative samples. In all other cases, it shall depend on the extent to which an inspection is feasible in the ordinary course of business and the circumstances of the individual case.

12.2 **Supplies subject to Acceptance.** **Supplies** are subject to acceptance by TI. Acceptance must be made in writing.

12.3 **Notification of Defects.** TI will notify **Seller** of obvious defects that are apparent without further inspection within five (5) days of delivery or (where applicable) acceptance. TI will notify **Seller** of any hidden defects or defects which are only apparent upon further inspection within two (2) weeks of their detection. Notifications sent within these periods shall be deemed to be prompt and timely.

12.4 **Remedies for Defects.** In case of defects, all remedies available at law shall be available to TI. TI's rights of recourse under applicable law within the supply chain further remain unaffected.

12.5 **Self-Remedy Right.** TI may either itself or have a third party rectify any defect, if **Seller** does not fulfill its obligation to rectify such defect within a reasonable grace period as set out by TI. Such grace period is dispensable if **Seller** refuses to rectify the defect or such grace period is unreasonable for TI (e.g. due to particular urgency, endangerment of operational safety or imminent occurrence of disproportionate damage).

13. TI Property

13.1 **Seller** conveys to TI full and unrestricted ownership and title to all **Supplies**, including any goods, special drawings, dies, patterns, tooling, intellectual property or other items paid for by TI.

13.2 Any materials, equipment, special drawings, dies, patterns or other items that may be provided by TI to **Seller** ("**Assists**") shall remain the property of TI. **Seller** shall preserve **Assists** in good condition, reasonable wear and tear excepted, and shall return them when the applicable **Purchase Order** has been completed or terminated, or at any other time if requested by TI. **Seller** shall not use **Assists**, or any special drawing, die, pattern, tool or other item made by **Seller** for the use of or delivery to TI, or for use by **Seller** in supplying TI, for any purpose other than supplying TI, without TI's prior written consent. All risk of loss of or damage to **Assists** shall be upon **Seller** from the time of shipment to **Seller** until redelivery to and receipt by TI. **Assists** shall be stored separately by **Seller** and marked as property of TI.

13.3 Nothing in these **Purchase Terms** shall be construed as granting any rights to **Seller** (i) in any **TI** intellectual property or rights; (ii) to use **TI**'s trademarks, trade names, name or logo on any marketing literature, websites, presentations, press releases or any other media form or in connection with any product, service or promotion; or (iii) to use **TI** as a reference account.

14. Rights in Work Product

14.1 In the course of its performance under any **Purchase Order**, **Seller** may conceive or reduce to practice inventions, discoveries, improvements, concepts, in tangible or intangible form, written materials, documentation, databases, designs, discs, tapes, programs, software, architectures, files and other material (collectively "**Work Product**"). Any and all rights in intellectual property, including rights under copyright, moral rights and rights in patents, trademarks, designs, databases, know-how, trade secrets and other confidential information, whether registered or not and including any applications for the foregoing (collectively "**Intellectual Property Rights**") in and to the **Work Product** shall be the exclusive property of **TI** from the date of inception. **Seller** shall and does hereby transfer such **Intellectual Property Rights** to **TI** or, where such a transfer is not possible, grant **TI** exclusive, royalty-free, transferable, sub-licensable, perpetual, irrevocable, worldwide rights to use and exploit such **Intellectual Property Rights** and, where such license is not possible under applicable law, waive the enforcement of such **Intellectual Property Rights** against **TI** and its agents and customers. **Seller** shall take all actions necessary to give effect to and evidence the foregoing. The remuneration for such transfer or license or waiver, as applicable, shall be included in the remuneration agreed in the respective **Purchase Order**. The **Work Product** shall be deemed to be **TI** confidential information and shall not be disclosed to any third party or used by **Seller** or others without **TI**'s prior written consent.

14.2 Notwithstanding the above, **Seller** and its licensors retain any and all pre-existing **Intellectual Property Rights** whether in tangible or intangible form, and developed, acquired or prepared by **Seller** prior to the issuance of the respective **Purchase Order** (collectively "**Pre-Existing Rights**"). To the extent that **Seller's Pre-Existing Rights** are embedded in or are an integral part of any **Supplies** provided to **TI** under any **Purchase Order**, **Seller** grants to **TI** a perpetual, irrevocable, worldwide, non-exclusive, transferable license (with the right to sub-license) to make, have made, use, reproduce, modify, distribute and display such **Pre-Existing Rights**. The remuneration for such license shall be included in the remuneration agreed in the respective **Purchase Order**. **Seller** shall notify **TI** in advance of any **Pre-Existing Rights** to be embedded in or made an integral part of any **Supplies**.

14.3 Prior to commencement of work under any **Purchase Order** by any employee or third party performing work on behalf of **Seller**, **Seller** shall enter into valid and sufficient arrangements or agreements with such employee or third party such that all rights in and to all **Intellectual Property Rights** made by such employee or third party vests in **Seller**. **Seller** shall acquire any employee inventions pertaining to or embodied in any **Work Product** and shall compensate such employee inventors in accordance with the applicable statutory requirements.

15. Indemnification for Infringement of Third Party Intellectual Property Rights

15.1 **Seller** shall indemnify **TI**, its officers, employees, agents, affiliates and vendees (direct or indirect), at **Seller's** expense, against all claims, losses, damages, costs and other expenses (including reasonable attorneys' fees) ("**Claims**") that the purchase, use, or sale of **Supplies** and/or **Work Products** infringe(s) any third party **Intellectual Property Rights**. **Seller** shall not be obligated to defend or be liable for costs and losses to the extent the **Claim** is solely due to and would not have occurred but for (a) **Seller's** compliance with designs furnished by **TI** to **Seller** or (b) a modification by **TI** of **Supplies** that was not authorized by **Seller**. **TI** shall promptly inform **Seller** of such **Claims** in writing and shall give **Seller** such authority, information and reasonable assistance, at **Seller's** expense, as is necessary to defend or settle such **Claims**. **TI** shall be entitled to participate in the defense of such **Claims** at its own expense and with counsel of its choosing.

15.2 Without prejudice to Section 15.1, if any **Supplies** are, or in **TI's** reasonable opinion are likely to become, the subject of a **Claim**, **Seller** shall, at its sole expense, procure the right for **TI** to continue using the **Supplies**. In the event **Seller** cannot procure such rights, **Seller** shall, at its option, either modify the **Supplies** to make them non-infringing, but still functionally equivalent, or replace the **Supplies** with functionally equivalent **Supplies** that are non-infringing.

16. Liability, General Indemnity

16.1 **Seller's** liability shall be as stipulated by law.

16.2 **Seller** shall indemnify **TI**, its officers, employees, agents, affiliates, subcontractors, vendees (direct or indirect), successors and assigns, against all **Claims**, arising out of or related in any way to: (a) the **Supplies** delivered hereunder; (b) any act or omission of **Seller**, its employees or agents in connection with the performance of any **Purchase Order**; (c) failure of **Seller**, its employees, or agents to comply with applicable laws and regulations in connection with the performance of any **Purchase Order**; or (d) breach by **Seller**, its employees, or agents of these **Purchase Terms**, unless **Seller** proves that it is not responsible for any such **Claim**. **TI** shall promptly inform **Seller** of such **Claims** in writing and shall give **Seller** such authority, information and reasonable assistance, at **Seller's** expense, as is necessary to defend or settle such **Claims**. **TI** shall be entitled to participate in the defense of such **Claims** at its own expense and with counsel of its choosing.

16.3 **Seller** must also reimburse **TI** all costs which result from or in connection with any product recall necessitated in **TI's** reasonable opinion by defects of the **Supplies**. As far as reasonably possible, **TI** will inform **Seller** of the nature and scope of a planned recall and provide **Seller** with the opportunity to comment.

17. Insurance

Seller shall obtain and maintain in force adequate insurance coverage, including product liability insurance.

18. Supply Chain, Subcontractors

18.1 **Supply Chain Requirements**. **Seller** will comply with applicable **TI** supply chain security and other supply chain responsibility requirements, including those established in **TI's** Supplier Environmental and Social Responsibility Policy and Supplier Code of Conduct located at <https://wpl.ext.ti.com>. **Seller** will provide supply chain information upon **TI's** request, including (i) an annual self-assessment questionnaire on supply chain responsibility practices, (ii) information about **Seller's** status with regard to the U.S. Customs Trade Partnership Against Terrorism (C-TPAT) initiative and the European Union Authorized Economic Operator (AEO) program, and (iii) **Seller's** C-TPAT account number and AEO certificate number, where applicable. If requested by **TI**, **Seller** will ship goods using only **TI**-authorized transportation providers.

18.2 **Anti-Counterfeit**. **Seller** shall procure any components or materials required for the provision of **Supplies** under any **Purchase Order** only from the original manufacturer or authorized distributors and shall provide **TI**, if requested, with documentation of traceability to the original manufacturer.

18.3 **Subcontractors**. **Seller** shall not subcontract any portion of the work to be performed by it under any **Purchase Order** without **TI's** prior written consent. **Seller** shall use its best efforts to flow down all relevant requirements of these **Purchase Terms** in all its subcontracts (including, without limitation, Sections 7, 17, 19-23).

19. Compliance with Law

19.1 **General Compliance**. **Seller** shall comply with all applicable statutory provisions, regulations and decisions, orders and requirements issued by government authorities (including, but not limited to the requirements as set out in these **Purchase Terms**). **Seller** shall in a timely manner obtain any approvals, permits and licenses required in connection with the applicable **Purchase Order**.

19.2 **Chemical Safety**. **Seller** shall comply with the then current **TI** Customer Material Specification (Number 6453792) and **TI** Restricted Chemicals and Materials List (Number 6494169), located at <https://wpl.ext.ti.com>, and any applicable chemical safety laws and regulations, particularly the Israeli Licensing of Businesses Law, 1968, the Israeli Hazardous Substances Law 5753-1993, Regulation (EC) No 1907/2006 (REACH), Regulation (EC) No 1272/2008 (CLP) and laws implementing Directive 2002/95/EC (RoHS).

19.3 **Ozone Depleting Substances**. Except where a duly authorized **TI** representative has given written approval to **Seller** in advance of shipment, **Seller** shall not use or introduce a Class I ozone depleting substance or introduce a Class II ozone depleting substance (as such terms are defined in 40 U.S. Code of Federal Regulations (CFR) 82.104) or use or introduce substances (including substances used in products and equipment) prohibited under any Israeli law and/or EU Regulation (EC) No 1005/2009 and/or other European and/or local rules of a similar nature, as applicable (collectively "**ODS**"), into any **Supplies** or part thereof. Where a duly authorized **TI** representative has given written approval to accept **Supplies** containing or manufactured using an **ODS**, **Seller** shall label the **Supplies** with a warning in accordance with 40 CFR 82, Subpart E, or Regulation (EC) No 1005/2009 and/or other Israeli, European and/or local rules of a similar nature, as applicable, or shall, prior to shipment, otherwise effectively warn **TI** in writing.

19.4 **Conflict Minerals**. **Seller** further agrees to comply, to the extent applicable to **Seller**, with the Dodd-Frank Wall Street Reform and Consumer Protection Act and its implementing regulations as amended periodically or other Israeli, U.S., European and/or local rules of a similar nature, as applicable (collectively, the "**Conflict Minerals Rules**") and with the then-current **TI** Conflict Minerals Policy located at <https://wpl.ext.ti.com>. **Seller** will adopt policies and establish systems to procure conflict minerals as defined in the **Conflict Minerals Rules** from sources that have been third-party verified as conflict free. **Seller** will promptly provide information to **TI**, in the format reasonably requested by **TI**, to assist **TI** in meeting its obligations or responding to third-party requests relating to conflict minerals as defined in the **Conflict Minerals Rules**, including information relating to **Seller's** process for determining the source of such conflict minerals supplied to **TI** or used in **Supplies**.

19.5 **Anti-Corruption**. **Seller** warrants that it understands the U.S. Foreign Corrupt Practices Act and applicable European and Israeli anti-bribery laws and regulations. **Seller** warrants that in its performance of any **Purchase Order**, **Seller** shall not make or offer to make any payment prohibited by such laws and regulations. Specifically, **Seller** shall not directly or indirectly offer or make any payment, or offer or give anything of value to any government official or his or her family members, to gain or maintain any business. Government official means any officer or employee of, or any person acting in an official capacity for, any government (including federal, state, local municipal and national governments), any governmental department, agency, corporation (including state-owned or controlled entities thereof), or public international organization, or any political party official or any candidate for political office. **TI** may deduct an amount equal to the amount of the prohibited payment made by **Seller** from the payment to **Seller** under this **Purchase Order**. **Seller's** breach of this Section constitutes a material breach and **TI** may immediately terminate this **Purchase Order**.

19.6 **Antidiscrimination and Humane Treatment of Workers**. **Seller** will employ workers on the basis of their ability to do the job and not on the basis of their personal characteristics or beliefs. **Seller** will assure that products (including parts) will not be produced, manufactured, mined, or assembled with the use of forced, prison, or indentured labor, including debt bondage, or with the use of illegal child labor in violation of International Labor Conventions for minimum age (ILO-C138) and child labor (ILO-C182). **Seller** will not require workers to remain in employment for any period of time against their will. If **Seller** provides housing or eating facilities, it will assure the facilities are operated and maintained in a safe and sanitary manner. **TI** products may be used in support of U.S. Government contracts, so **Seller** shall also comply with FAR 52.22-50 (Combating Trafficking in Persons). **Seller** will operate safe, healthy and fair working environments, including managing operations so that overtime does not create inhumane working conditions. **Seller** will pay workers at least the minimum legal wage. **Seller** will assure that workers are free to join, or refrain from joining, associations of their own choosing, unless otherwise prohibited by law.

19.7 **Export Control**. Exports, re-exports, transfers of products, services or any other items, including **Assists**, provided to **Seller** by **TI** or otherwise obtained by **Seller** from **TI** pursuant to any **Purchase Order** ("**TI Items**") may be subject to U.S., European or Israeli export control laws and regulations. **Seller** shall comply with such laws and regulations and shall (a) not export, re-export, transfer, sell or transfer any **TI Items** to any U.S., European or Israeli embargoed, sanctioned or restricted destinations, persons or entities without first obtaining any necessary governmental authorization and (b) require all of its subcontractors, suppliers and vendors to comply with the requirements set forth in this Section. Each party shall, at its own expense, secure export and import authorizations necessary to fulfill its obligations under this Section. If any required authorization cannot be obtained, or in the event **Seller** breaches this Section, **TI** may terminate, cancel, or otherwise be excused from any obligations that it may have under the applicable **Purchase Order**.

20. Ethical Conduct

Seller's provision of **Supplies** hereunder shall be in accordance with the highest ethical standards, including those established in **TI's** Supplier Ethics Expectations located at <https://wpl.ext.ti.com>. **TI** will not do business with any entity or person that **TI** believes has engaged in unethical practices. **TI** expects its suppliers to abide by this policy and not to engage in any activity that results or may result in a conflict of interest, embarrass **TI**, or harm **TI's** reputation. **Seller** will: (a) maintain transparency and accuracy in corporate record-keeping and (b) act lawfully and with integrity in handling competitive data, proprietary information and other intellectual property.

21. Confidentiality

21.1 **Seller** shall at all times hold in strict confidence any proprietary or confidential information communicated to **Seller**, or observed or accessed by **Seller** in connection with any **Purchase Order**, including without limitation **TI** intellectual property, the "know-how" and future plans, technical, commercial and other business respects of **TI** and its affiliates as well as information about any **Purchase Order** ("**TI Confidential Information**"). **TI Confidential Information** shall not include any information that is (i) already known by **Seller** without a confidentiality obligation before receipt, (ii) publicly known or becomes publicly known through no unauthorized act of **Seller**, (iii) lawfully received from a third party without confidentiality obligation (iv) independently developed by **Seller** without any access to the **TI Confidential Information**. **Seller** shall not at any time disclose **TI Confidential Information** to any person, except **Seller's** personnel having a specific need to know in performance of their work for **Seller** and who have been informed of the **Seller's** obligations under this Section and have agreed to be bound thereby.

21.2 Any knowledge or information that **Seller** may disclose to **TI** shall not be deemed to be confidential information and shall be acquired by **TI** free from any restrictions as to use or disclosure thereof, unless **TI** shall have agreed to accept confidential information from **Seller** pursuant to a duly executed nondisclosure agreement defining **TI's** obligations with respect to such information.

22. Cybersecurity

If **Seller** accesses **TI's** internal computer network and any tools and equipment connected thereto, and related software ("**TI Systems**"), **Seller** shall fully comply with the **TI** requirements related to the access and use of the **TI Systems** set forth at <https://wpl.ext.ti.com> and other specific **TI** security practices and requirements. **Seller** shall require its employees, subcontractors or agents having access to the **TI Systems** to complete **TI's** Information Security Awareness training. **TI** may revoke or suspend access to the **TI Systems** for any person in non-compliance with the requirements of this Section, and **Seller** shall be responsible for any delays resulting from such revocation or suspension. **Seller** agrees to promptly notify **TI** in writing of any discovery of a security compromise or any suspected security compromise with regard to the **TI Systems** or of or relating to **Seller's** own information technology and computer systems, networks, hardware, software, data or equipment of which **Seller** becomes aware.

23. Data Protection

23.1 **TI** will collect, process and use personal data of **Seller** for managing the **Seller** relationship, including overall communication and the performance of any **Purchase Order**. As applicable, **TI** may further process personal data of **Seller** for purposes of security and access control to **TI** facilities and enabling appropriate usage of IT infrastructure and **TI** assets.

23.2 For the above purposes, personal data of **Seller** may be shared with other **TI** affiliates and/or third party service providers, including entities located in countries not providing for the same level of data protection as considered adequate in the European Union.

23.3 Data subjects concerned by **TI's** processing of personal data will, in accordance with applicable laws and regulations, have the right to access, rectify and ask for the deletion of their personal data and/or, for legitimate reasons, to object to its collection, processing or use.

23.4 If **Seller** collects, processes and/or uses any personal data for the purpose of the provision of **Supplies** under the applicable **Purchase Order**, it shall comply with all applicable data protection or privacy laws and regulations, and implement, maintain and continuously control and update technical, organizational and physical security measures to protect personal data. **Seller** shall not transfer any personal data to any third party without **TI's** prior written approval. **Seller** agrees to promptly notify **TI** in writing of any discovery of any breach or suspected breach of personal data or any loss or unauthorized use, disclosure, acquisition of or access to any personal data and/or **TI's** business systems of which **Seller** becomes aware. Any personal data provided to **TI** by **Seller** is provided of the own free will and consent of the data subject who is under no legal obligation to provide such data, however, without providing such data **TI** may not be able to issue **Purchase Orders** to **Seller**. **Seller** shall notify the data subjects of the contents of this Section 23.

24. Miscellaneous

24.1 **Seller Ownership Change**. **Seller** will notify **TI** immediately in writing in the event **Seller** is acquired by or merges with any other entity or a majority or controlling interest in **Seller** is obtained by another party.

24.2 **Waiver**. Any failure of **TI** to enforce any of the provisions of these **Purchase Terms** at any time, or for any period of time, shall not constitute a waiver of such provisions nor of **TI's** right to enforce each and every provision.

24.3 **Severability**. Should any provision of these **Purchase Terms** be or become invalid, the remaining provisions shall remain unaffected.