Contract10 - Review Result

# Part 1. Basic Information

## Q1. Highlight the parts (if any) of this contract related to "Document Name" that should be reviewed by a lawyer. Details: The name of the contract.

## MATERIALS SUPPLY AGREEMENT

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## Q2. Highlight the parts (if any) of this contract related to "Parties" that should be reviewed by a lawyer. Details: The two or more parties who signed the contract.

## Supplier

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## Q3. Highlight the parts (if any) of this contract related to "Agreement Date" that should be reviewed by a lawyer. Details: The date of the contract.

## March 31, 2022

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## Q4. 'Highlight the parts (if any) of this contract related to "Effective Date" that should be reviewed by a lawyer. Details: The date when the contract is effective\xa.

## April 1st, 2003

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## Q5. Highlight the parts (if any) of this contract related to "Expiration Date" that should be reviewed by a lawyer. Details: On what date will the contract\'s initial term expire?'.

## This Agreement shall commence on the Effective Date and shall remain in effect through March 31, 2022, and will automatically renew for successive one (1) year periods thereafter unless and until terminated by either Party providing written notice of termination to the other Party at least [\*\*\*] days prior to expiration of the then-current period of the Agreement, or unless otherwise terminated in accordance with the terms of this Agreement.

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## Q6. Highlight the parts (if any) of this contract related to "Renewal Term" that should be reviewed by a lawyer. Details: What is the renewal term after the initial term expires? This includes automatic extensions and unilateral extensions with prior notice.

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## Q7. Highlight the parts (if any) of this contract related to "Notice Period To Terminate Renewal" that should be reviewed by a lawyer. Details: What is the notice period required to terminate renewal?

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## Q8. Highlight the parts (if any) of this contract related to "Governing Law" that should be reviewed by a lawyer. Details: Which state/country\'s law governs the interpretation of the contract?

## UPPLIER IS UNABLE TO DO SO, SUPPLIER SHALL, AT ITS OWN EXPENSE, USE ITS REASONABLE COMMERCIAL EFFORTS TO:(A) REPLACE THE PRODUCT WITH A

## Attention: the governing law may not acceptable.

# Part 2. Important clauses for review

## Q9. Highlight the parts (if any) of this contract related to "Termination For Convenience" that should be reviewed by a lawyer. Details: Can a party terminate this\xa0 contract without cause (solely by giving a notice and allowing a waiting\xa0 period to expire)?

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## Q10. Highlight the parts (if any) of this contract related to "Audit Rights" that should be reviewed by a lawyer. Details: Does a party have the right to\xa0 audit the books, records, or physical locations of the counterparty to ensure compliance with the contract?

## Once each calendar quarter and upon reasonable request by GLOBALFOUNDRIES, Supplier agrees to provide GLOBALFOUNDRIES with an accurate, up-to-date list of those Supplier personnel having access to GLOBALFOUNDRIES’ electronic information systems, software, or data.

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## Q11. Highlight the parts (if any) of this contract related to "Cap On Liability" that should be reviewed by a lawyer. Details: Does the contract include a cap on liability upon the breach of a party’s obligation? This includes time limitation for the counterparty to bring claims or maximum amount for recovery.

## In the event Section 8(c) (iii) is [\*\*\*] selected remedy.

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## Q12. Highlight the parts (if any) of this contract related to "Warranty Duration" that should be reviewed by a lawyer. Details: What is the duration of any\xa0 warranty against defects or errors in technology, products, or services\xa0 provided under the contract?

## The period for the Warranty for Products delivered to GLOBALFOUNDRIES will be [\*\*\*] (the “Warranty Period”)

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## Q13. Highlight the parts (if any) of this contract related to "Insurance" that should be reviewed by a lawyer. Details: Is there a requirement for insurance that must be maintained by one party for the benefit of the counterparty?

## Supplier shall procure product liability insurance in a reasonably prudent amount as regards Supplier’s obligations hereunder and to cover potential liability to GLOBALFOUNDRIES or any third party arising out of this Agreement.

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