

Silicon Laboratories Intl Pte Ltd
18 Tai Seng Street #05-01
18 Tai Seng
SINGAPORE 539775
SINGAPORE
Ph: 6511 7777
Fax: 6511 7702
Order Contact : Purchasing Dept.

Release PO Number / Version / Date
6000123456 / 00 / 11/03/2023
Silicon Labs Contact/Telephone/E-mail
YANXIAN HEW

YanXian.Hew@silabs.com

Your Vendor Number with us is:
107643
Embedded IT Solutions (I)
Pvt. Ltd.
Parvatheesam
P.No.5, Fabcity SEZ, Sreenagar(V)
Maheswaram (MD)
Rangareddy (DT)
501359 Hyderabad
Phone:70322666101
Fax:
Ship Via:

Value Contract Number Related to this order
4600004603

Ship To Attn: As per shipment instructions
Z001
SLI VIRTUAL PLANT

Bill To Attn: Silicon Laboratories Intl Pte Ltd
Accounts Payable Dept
18 Tai Seng Street #05-01
18 Tai Seng
SINGAPORE 539775
SINGAPORE
Email: DL.SLI-AP@silabs.com

Terms of Delivery & Shipping Notes:

Currency : USD Pay Terms : Net Due in 14 Days

Release Details

Item	Material	Package	Full TrCd	Lot Num	Target Qty	U/M	CRD	Unit Price	Net Value
1	R9116-MXXXXX-03S		YYWWA02EIS	1234567.1	10	EA	11/19/2023	0.98870	998.59

Arena Item No.:830-00505
Config No: 03
Latest Pkg Revision.:4.1

Order Subtotal: 998.59
Freight: 0.00
Tax: 0.00

RELEASE PO TOTAL: 998.59

Component Details:

Item	Comp TraceCode	Comp Batch	Comp Qty	Comp Mat No.	Comp Ordering Part	Markings
1	2333B027UW	1201537.1	1010	RS9116-M7DB7-09B		Mfg code :

Import/Export Information:

Consigned Value Per Die:
Country of Origin:

Special Instructions:



Purchase Order Terms and Conditions

Section 1.0 Standard Terms and Conditions

The following terms and conditions are applicable to all purchase orders issued by Silicon Laboratories Inc. or Silicon Laboratories International Pte Ltd. or any of their respective subsidiaries ("Silicon Labs# or "Buyer#):

1.1 PRICES AND TAXES

Supplier#s acceptance of this purchase order constitutes a warranty that the prices to be charged for articles or services ordered do not exceed the lowest price charged to any other customer for similar quantities and delivery requirements.

1.2 INVOICES

Supplier will submit invoices in duplicate showing the following information: purchase order number; item number; description of item; size of item; quantity of item; unit prices; each applicable tax; extended totals; and any other information specified elsewhere herein. A Bill of Lading or express receipt must accompany each invoice. Payment of an invoice will not constitute Buyer#s acceptance of goods and will be subject to adjustment for errors, shortages, defects in the goods or other Supplier failures to meet the requirements of this purchase order. Buyer may at any time set off any amount owed by Buyer to Supplier against any amount owed by Supplier or any of its affiliated companies to Buyer.

1.3 DISCOUNTS

Time in connection with any discount offered by Supplier will be computed from the latest of (i) the scheduled delivery date, (ii) the date of actual delivery, or (iii) the date an acceptable invoice is received. For the purpose of earning the discount, payment will be deemed to have been made on the date Buyer initiates payment, whether by issuance of a check, wire transfer or other electronic payment method.

1.4 OVERSHIPMENTS

Buyer will pay only for maximum quantities ordered. Overshipments will be held by Buyer at Supplier's risk and expense for a reasonable time awaiting shipping instructions. Return shipping charges for excess quantities will be at Supplier's expense.

1.5 PACKING AND SHIPMENT

Unless otherwise specified, when the price of this purchase order is based on the weight of the ordered goods, such price is to cover only the net weight of material ordered, and no charges will be allowed for packing, handling, transportation, storage or other packing requirements. Unless otherwise specified, Supplier will package and pack all goods in a manner which is (i) in accordance with good commercial practice, (ii) acceptable to common carriers for shipment at the lowest rate for the particular goods, (iii) in accordance with I.C.C. regulations, and (iv) adequate to insure safe arrival of the goods at the named destination. Supplier will mark all containers with necessary lifting, handling, and shipping information and with purchase order numbers, date of shipment, and the names of the consignee and consignor. An itemized packing list must accompany each shipment. No partial or complete delivery will be made prior to the due date or dates shown unless Buyer has given prior written consent.

1.6 DELIVERY TERMS

Unless otherwise specifically provided on the face of this order, the products ordered will be delivered to Buyer#s facility on a DAP basis (Incoterms 2020).

1.7 WARRANTY

(a) Supplier warrants that all goods delivered (i) will be free from defects in workmanship, material, and manufacture, (ii) will comply with the requirements of this purchase order, including any drawings or specifications incorporated herein or samples furnished by Supplier, (iv) will comply with all applicable regulatory requirements, and (iv) where design is Supplier's responsibility, will be free from defects in design. Supplier further warrants that all goods purchased hereunder will be of merchantable quality and will be fit for Buyer#s intended purposes. The foregoing warranties constitute conditions to this purchase order. They are in addition to all other warranties, whether express or implied, and will survive any delivery, inspection, acceptance or payment by Buyer. All warranties run to the benefit of Buyer and its customers.
(b) Buyer's approval of Supplier's materials or designs will not relieve Supplier of any warranties.
(c) If any goods delivered do not meet the warranties specified herein or otherwise applicable, Buyer may, at its option, (i) require Supplier to correct any defective or nonconforming goods by repair or replacement at no cost to Buyer, or (ii) return such defective or nonconforming goods to Supplier at Supplier's expense and recover from Supplier the order price thereof, or (iii) correct the defective or nonconforming goods itself and charge Supplier with the cost of such correction.

1.8 INSPECTION AND ACCEPTANCE

Notwithstanding any prior inspection or payments, all goods will be subject to final inspection and acceptance at Buyer's plant within a reasonable time after delivery. If any item is defective in material or workmanship, or otherwise not in conformity with the requirements of this order, Buyer will have the right to reject it, to require its correction or to accept it with an adjustment in price. Any item that has been rejected or required to be corrected must be replaced or corrected by and at the expense of Supplier promptly after notice. If, after being requested by Buyer, Supplier fails to promptly replace or correct any defective item, then Buyer (i) may, by contract or otherwise, replace or correct such item and charge to Supplier the cost of replacing or correcting the item, (ii) may, without further notice, cancel this purchase order for default in accordance with Section 1.10 below, or (iii) may require an appropriate reduction in price.

1.9 CHANGE ORDERS

(a) The Buyer may at any time, by a written order, suspend performance hereunder, increase or decrease the ordered quantities, change the due date or make changes in any one or more of the following: (i) applicable drawings, designs or specifications; (ii) method of shipment or packing; and/or (iii) place of delivery.
(b) If the change causes an increase in the cost or the time required by Supplier for performance of this purchase order and Supplier so notifies Buyer, then an equitable adjustment will be made in the order price or delivery schedule or both, and the purchase order will be modified accordingly in writing. No claim by Supplier for such an adjustment will be valid unless asserted within twenty (20) days from the date of receipt by Supplier of the notification of change; provided, however, that such period may be extended upon the written approval of Buyer.
(c) Nothing in this Section 1.9 is intended to excuse Supplier from proceeding with this purchase order as changed or amended.

1.10 CANCELLATION FOR DEFAULT

(a) It is understood and agreed that time is of the essence for this order because the goods or services ordered are needed for Buyer#s products that have a very short, carefully timed market life; Supplier#s failure to deliver on the due date could cause Buyer's products to be unmarketable. Buyer may, by written notice, cancel this order in whole or in part if, in Buyer's good-faith opinion, Supplier (i) has failed to make delivery of the items or to perform the services within the time specified herein, or any extension thereof by written change order or amendment; or (ii) has failed to replace or correct defective items in accordance with the provisions of Sections 1.7 or 1.8 above; or (iii) has failed to perform any of the other provisions of this purchase order; or (iv) has so failed to make progress under this purchase order as to endanger performance in accordance with its terms.
(b) If this purchase order is canceled for Supplier's default, Buyer may procure, upon such terms and in such manner as Buyer deems appropriate, goods or services similar or substantially similar to those canceled. Supplier will then be liable to Buyer for all costs related to procuring the replacement items.
(c) If all or a portion of this purchase order is canceled for Supplier's default, Buyer may require Supplier to transfer title and to deliver to Buyer, in the manner and to the extent directed by Buyer, (i) all completed items not yet delivered and (ii) any partially completed items and materials that Supplier has produced or acquired for the performance of the terminated portion. Supplier will, upon direction of Buyer, protect and preserve the property listed in this paragraph that is in Supplier#s possession. Payment for completed items delivered to and accepted by Buyer under this paragraph will be in an amount (not to exceed the contract price) agreed upon by Supplier and Buyer; however, Supplier's obligation to carry out Buyer's direction as to delivery, protection, and preservation of the property will not be contingent upon prior agreement as to such amount.
(d) Nothing in this Section 1.10 is intended to excuse Supplier from proceeding with any non-canceled portion of this purchase order.

1.11 TERMINATION FOR CONVENIENCE

(a) At any time for convenience, Buyer may terminate work under this purchase order, in whole or in part, by written notice, including fax or email.
(b) Upon such termination, Supplier will, to the extent and at the times specified by Buyer, stop all work under this purchase order, place no further orders for materials to complete the work, assign to Buyer all Supplier's interests under terminated subcontracts and orders, settle all claims hereunder after obtaining Buyer's approval, protect all property in which Buyer has or may acquire an interest, and transfer title and make delivery to Buyer of all articles, materials, work in process, and other things held or acquired by Supplier in connection with the terminated portion of this purchase order. Supplier will proceed promptly to comply with Buyer's instructions respecting each of the foregoing without awaiting settlement or payment of its termination claim.
(c) Within six (6) months after such termination, Supplier may submit to Buyer its written claim for termination charges, in the form and with the certifications prescribed by Buyer. Failure to submit the claim within six months will constitute a waiver of all claims and a release of all Buyer's liability arising out of the termination.
(d) The parties may agree upon the amount to be paid Supplier for such termination. If they fail to agree, Buyer will pay Supplier the following amounts: (i) The contract price for all items completed or services rendered in accordance with this purchase order and not previously paid for. (ii) The actual costs incurred by Supplier which are properly allocable under recognized commercial accounting practices to the terminated portion of this purchase order, plus a fair and reasonable profit on such costs. If it appears that Supplier would have sustained a loss on the order, no profit will be allowed, and an adjustment will be made reducing the amount of the settlement to reflect the indicated rate of loss. (iii) The reasonable costs incurred by Supplier in making settlement hereunder and in protecting property in which Buyer has or may acquire an interest.
(e) Payments made under Sections 1.11(d)(i) and (ii) above may not exceed the aggregate price specified in this purchase order less payments otherwise made or to be made. Any amounts payable for property lost, damaged, stolen or destroyed prior to delivery to Buyer will be excluded from amounts otherwise payable to Supplier under this Section 1.11.

1.12 RISK OF LOSS OR DAMAGE

Notwithstanding any prior inspections and irrespective of the delivery point named herein, Supplier will bear all risk of loss, damage or destruction to the ordered goods until final acceptance of the goods by Buyer at destination. Supplier will bear the same risk with respect to any goods rejected by Buyer. Buyer, however, will be responsible for any loss occasioned by the gross negligence of its employees acting within the scope of their employment.

1.13 WAIVER

Buyer#s failure to enforce at any time any of the provisions of this purchase order, to exercise any election or option provided herein, or to require at any time the performance by Supplier of any of the provisions herein will not in any way be construed to be a waiver of such provisions.

1.14 REMEDIES

The remedies stated herein are in addition to all other remedies at law or in equity.

1.15 INDEMNIFICATION

(a) Supplier agrees to defend and indemnify Buyer, its agents, customers, successors, and assigns against any loss, damage, and liability (including attorneys' fee and other costs and expenses) for actual or alleged infringement of any patent, copyright or trademark arising out of the use or sale of the goods by Buyer, its agents or customers -- provided, however, that Buyer must notify Supplier of any suit, claim or demand involving such infringement and permit Supplier to defend against or settle the same. If any injunction is issued as the result of any such infringement, Supplier agrees, at Buyer's option, to (i) refund to Buyer the amounts paid to Supplier for the goods covered by the injunction, or (ii) furnish Buyer with acceptable and non-infringing goods.
(b) Supplier agrees to indemnify Buyer against any and all liability and expense resulting from any alleged defect in the goods, whether latent or patent, including allegedly improper construction and design, or from the failure of the goods to comply with specifications.
(c) Supplier warrants that there are no liabilities for royalties, mechanic#s liens or other encumbrances on the goods supplied and agrees to indemnify Buyer against any such liabilities.
(d) The above indemnification obligations are in addition to all other remedies of Buyer against Supplier.

1.16 NON-DISCLOSURE OF CONFIDENTIAL MATTER



Purchase Order Terms and Conditions

Supplier will not quote for sale to others, without Buyer's written authorization, any goods purchased under Buyer's specifications or drawings. All specifications, drawings, samples, and other data furnished by Buyer will be treated by Supplier as confidential information, will remain Buyer's sole and exclusive property, and will be returned to Buyer on request.

1.17 ASSIGNMENT

No right or obligation under this purchase order (including the right to receive monies due) may be assigned by Supplier without the prior written consent of Buyer, and any purported assignment without such consent will be void. Buyer may assign this purchase order at any time if such assignment is considered necessary by Buyer in connection with a merger, acquisition or sale of Buyer's assets or a transfer of its obligations.

1.18 NOTICE OF DELAYS

Whenever any event delays or threatens to delay the timely performance of this purchase order, Supplier will immediately notify Buyer of such event and furnish all relevant details. Buyer's receipt of such notice will not constitute a waiver of any applicable due dates.

1.19 PATENT LICENSE

Supplier, as part consideration for this purchase order and without further cost to Buyer, grants to Buyer (and, to the extent requested by Buyer, to the government) an irrevocable, non-exclusive, royalty-free license to use, sell, manufacture, and cause to be manufactured products embodying any inventions and discoveries made, conceived or actually reduced to practice in connection with the performance of this purchase order.

1.20 GOVERNMENT CONTRACTS

If this purchase order is issued for any purpose that is either directly or indirectly connected with the performance of a prime contract with the United States government or a subcontract thereunder, the terms that the Federal Acquisition Regulation or other appropriate regulations require to be inserted in contracts or subcontracts will be deemed to apply to this purchase order.

1.21 APPLICABLE LAW

In cases where the Buyer is Silicon Laboratories Inc., this purchase order will be governed by the laws of the State of Texas. In cases where the Buyer is Silicon Laboratories International Pte Ltd., this purchase order will be governed by the laws of Singapore. In all cases, conflicts of laws provisions and the United Nations Convention on Contracts for the International Sale of Goods shall be excluded from consideration.

1.22 ACCEPTANCE

Acceptance of this purchase order is expressly limited to the terms and conditions contained in this agreement, including all terms and conditions included in the purchase order document issued by Buyer. If Supplier uses its own acknowledgement or other form to accept this order, it is understood that said form shall be used for convenience only and any terms or conditions contained in Supplier's document inconsistent with or in addition to those contained here shall be of no force or effect whatsoever between the parties. Supplier's delivery of the products or services described in the purchase order shall be deemed to be an acceptance of these terms and conditions.

1.23 TRANSACTION FEES

Any transaction fees incurred on the purchase shall be borne equally by the Buyer and the Supplier.

1.24 INSURANCE

Supplier will, at a minimum, obtain and continue in force, during the term of this Agreement, all insurance specified below. Silicon Labs will be given thirty (30) days prior written notice, by registered mail, by the insurance carrier of each insurance policy, at the address set forth below, in the event of cancellation, substantial change, or intent not to renew. Before performing any services under this purchase order or any statement of work issued pursuant to this purchase order, respectively, Supplier shall deposit with Silicon Labs certificates evidencing the insurance Supplier is required to provide including evidence of the above language. Supplier will not commence work until all proof of insurance has been provided to Silicon Labs. Required insurance: (a) Worker's Compensation Insurance in compliance with the laws of the state where the work is to be performed, and Employer's Liability Insurance with minimum limits of \$1,000,000.00 per occurrence; (b) Commercial General Liability Insurance with minimum limits of \$1,000,000.00 combined single limit for any one accident for injury or death of each person or for property damage; (c) Automobile Liability Insurance with minimum coverage of \$1,000,000.00 combined single limit for any one accident, injury or death of each person or for property damage; and (d) Errors and Omissions Liability Insurance in an amount of not less than \$1,000,000 per claim covering the liability for financial loss due to error, omission, negligent acts, breach of duty and machine malfunction in the performance of services or the failure of technology products to perform as intended. Silicon Labs shall be named as an additional insured and shall be granted a waiver of subrogation. Such liability insurance, both primary and excess, naming Silicon Labs as an additional insured shall be endorsed to state that such insurance as is afforded to Silicon Labs shall apply as primary insurance and that the "other insurance" provisions of the policy shall not apply to Silicon Labs with respect to any additional insurance available to Silicon Labs.

Section 2.0 Special Provisions for Purchases of Direct Materials

When Supplier is providing products and/or services ("Products") necessary for Silicon Labs to fulfill its production requirements and delivery deadlines for its customers, and where a separate agreement signed by both parties does not exist, the following additional terms and conditions shall apply:

2.1 BILL OF MATERIALS (BOM)

When Buyer requests Supplier to purchase components in advance for a BOM, Buyer will compensate Supplier for the cost of unused BOM components in Supplier's inventory only if an authorized employee of Supplier confirms the shelf life of the component and that the unused BOM components have reached their shelf life prior to assembly.

2.2 Business Continuity Plan

Supplier will establish and provide a copy of its existing business continuity plan (the "Business Continuity Plan") to Silicon Labs upon request. The Business Continuity Plan shall contain, at a minimum, provisions for documentation storage (product, process, fixture, tools), information systems technology redundancy, a demonstration of Supplier's capability to recover in an emergency if one of its own manufacturing facilities or processes becomes unable to produce Products and if one of its component suppliers or subcontractors experiences such an emergency. Supplier shall maintain the most recent version of its Business Continuity Plan on its website, or provide a copy to Silicon Labs upon request.

2.3 Change Control

Supplier will comply with the change control requirements of JEDEC J-STD-46 and Silicon Labs Change Matrix for Suppliers, W7111F2. Supplier will provide at least 90 days written notice to its respective Silicon Labs supply manager of all planned permanent or temporary changes to the Products or processes used for processing or manufacturing the Products including, but not limited to, those that impact composition, form, fit, features or functionality, quality or reliability of the Products or as required by safety, environmental or other governmental compliance. In the case where a change type is not classified in W7111F2, Supplier shall secure Silicon Labs' concurrence on its classification prior to implementation. Due to the requirement to provide notice to its customers, Silicon Labs may require additional time to produce samples and issue its own Product/Process Change Notification (PCN). In this event, Supplier and Silicon Labs will negotiate implementation schedules accordingly. Supplier's notice provided shall follow section 3.3 of J-STD-46 for content. A forecast of changes planned for the next rolling six-month period should be provided quarterly to Silicon Labs.

2.4 Manufacture Discontinuance

Supplier will comply with JEDEC J-STD-48 Product Discontinuance requirements. If Supplier intends to discontinue the manufacture and sale of Product, then Supplier will provide Silicon Labs with at least six (6) months advance written notice of such discontinuance ("EOL Notice Period") during which time Silicon Labs may place last time buy orders for such discontinued Product provided that the date for delivery of such discontinued Product will not be more than one year from the beginning of the EOL Notice Period. If Supplier is unable, due to circumstances beyond its reasonable control, to provide such EOL Notice Period, Supplier will notify Silicon Labs in writing and immediately make available for sale a functionally equivalent Product (i.e. a product meeting the then-current Specifications for the original Product with the same form, fit and function) at a price not to exceed the original Product purchase price.

2.5 PREFERRED Pricing.

Supplier covenants and agrees that the prices at which the Products are offered for sale to Silicon Labs will be no higher than the prices at which the same Products are offered to Supplier's other customers for similar quantities.

2.6 Epidemic Condition

An "Epidemic Condition" is a systemic deficiency of a Product that causes increased failure rates within Supplier's or Silicon Labs' process and/or a field failure rate that is five times (5x) the steady state rate, or 1%, whichever is lower. Silicon Labs will notify Supplier in writing immediately in the event it believes an Epidemic Condition has occurred with a Product sold to Silicon Labs and Supplier will notify Silicon Labs in writing immediately (but no later than two business days) in the event that Supplier becomes aware that a Product sold to Silicon Labs evidences an Epidemic Condition. Supplier will utilize the Eight Discipline (8D) format for communication to Silicon Labs. Upon such notification (either to or from Silicon Labs), notwithstanding anything to the contrary in any agreement between Silicon Labs and Supplier, Silicon Labs will have the right to postpone further shipments of the applicable Product, without liability or penalty, by written notice to Supplier until the issue causing the Epidemic Condition has been satisfactorily corrected and the failure rate has returned to nominal levels. The parties agree to work together in good faith to develop and implement a containment and corrective action plan with respect to an Epidemic Condition. Supplier will pay the direct costs of implementing the remedy to an Epidemic Condition including without limitation (a) the costs of repairing, replacing, or recalling the Products or Silicon Labs' products and (b) the reasonable field replacement costs incurred by Silicon Labs or Silicon Labs' customers as a consequence of the Epidemic Failure. This section will survive termination or expiration of this agreement until the expiration of Silicon Labs' warranties to its customers, and shall apply to all Products sold to Silicon Labs as of the date of the occurrence of the Epidemic Condition.

2.7 Social and Environmental Requirements and Product Compliance

Supplier will comply with all laws and regulations applicable to the manufacture and supply of Products, including but not limited to relevant environmental regulations. Supplier will ensure its products meet the requirements of the current version of Silicon Labs' specification SR2001 (including but not limited to EU RoHS, EU REACH, EU PFOS and JIG101) and its declaration and reporting scheme. Supplier shall employ a documented registered ISO14001 environmental management system, with a scope that includes the Products sold to Silicon Labs. Supplier shall employ a health and safety system in conformance with current revision of OHSAS 18001 and a social accountability system in conformance with current revision of the Responsible Business Alliance (RBA) Code of Conduct.

2.8 Quality Requirements

Supplier shall employ a documented registered ISO/TS 16949 quality system that ensures process control and continual improvement throughout both direct and support functions for all processes that contribute to the receipt, production, handling, storage, distribution and servicing of Product produced for use by Silicon Labs. Supplier shall maintain a failure analysis and corrective action system that meets the requirements of JEDEC J-STD-671 (current revision), including schedules for Urgent and Standard requests. When requested, Supplier shall maintain and provide a Continual Improvement Plan that defines specific projects, activities, and metrics that demonstrate improvement of Supplier's performance as assessed by Silicon Labs' Strategic Business Review or systems assessment, or by Supplier's self assessment. Annually, Supplier will either conduct a self-assessment of its Quality, Environmental, and Social Accountability systems and performance or allow Silicon Labs or its agent to provide such assessment. Supplier shall provide regular (monthly or quarterly, as requested by Silicon Labs) production performance assessments of "critical-to-quality" characteristics (as mutually agreed to by Supplier and Silicon Labs), in the form of CpK reports or other metrics as approved by Silicon Labs. For CpK measurements, the approved CpK level is 1.5 minimum. Supplier shall submit corrective actions plans for critical-to-quality characteristics that do not achieve a CpK of 1.5 minimally. Continual improvement plans are required for any critical-to-quality quality characteristics that do not achieve a CpK of 1.67 or greater. For new products, Supplier shall provide a qualification report packet of information as defined by Silicon Labs before Silicon Labs considers the part approved for Initial Production. The qualification performed by Supplier shall support Silicon Labs product qualifications which are based on JEDEC J-STD-47 for standard Products and AEC-100 for automotive Products. When requested by Silicon Labs or its agent to provide an "automotive" grade part or materials that contribute to an automotive part, Supplier shall also agree to provide the standard support expected of an automotive customer, including all records required by ISO/TS 16949 (current version) and the Core Tools. These include but are not limited to records from Production Part Approval Process (PPAP), Statistical Process Control (SPC), Measurement Systems Analysis (MSA), Control Plans, and Failure Modes and Effects Analysis (FMEA). Supplier shall ensure that each part or material is traceable throughout its process, both forward to its customers and backward to its suppliers. Process records shall be maintained for a minimum period of five (5) years for standard Products, or as directed by Silicon Labs for other Products.



Purchase Order Terms and Conditions

Section 3.0

Special Provisions for the Provision of Services to Silicon Labs

When Supplier is providing services to Silicon Labs which are not related to Silicon Labs# production requirements and delivery to its customers and are instead related to its internal operations in the areas of general administration, finance, facilities or computer information systems of Silicon Labs and any items that are provided to Silicon Labs incidental to the performance of such services (collectively "Services#") including the performance of Services on or within the offices and facilities of Silicon Labs, and where a separate agreement signed by both parties does not exist, the following additional terms and conditions shall apply:

3.1 PROPRIETARY INFORMATION

Supplier and Supplier#s employees and contractors ("Supplier#s Personnel#") will promptly and fully disclose, in writing, and do hereby assign to Silicon Labs, its successors or assigns, all right title and interest in and to any and all inventions, improvements, computer programs, diagrams, designs, creations, ideas, know-how, trade secrets, trademarks, works of authorship, mask works, or improvements, discovered, conceived and/or developed, whether or not patentable or copyrightable, which Supplier#s Personnel may make, or assist in making, in connection with the performance of Services under this Agreement, or using Silicon Labs# equipment, data, facilities and/or materials ("Proprietary Information#"). Any tangible written expression prepared by Supplier or Supplier#s Personnel, alone or in conjunction with others, pursuant to the performance of Services under this Agreement or as the result thereof ("Written Data#") and which qualifies as a "work-for-hire#" under the applicable copyright laws, shall be the exclusive property of Silicon Labs as "work-for-hire.# All rights, title and interest in Written Data which does not qualify as a "work-for-hire#" shall be deemed to have automatically transferred to Silicon Labs from the date of inception. Subject to this paragraph, all Proprietary Information, files, input materials and output materials, the media on which they are located (including cards, tapes, disks, and other storage facilities), and all software programs or packages which are utilized or developed solely for, and paid for by, Silicon Labs in connection with the performance of Services under this Agreement shall be the property of Silicon Labs; provided, however, that Supplier does not convey nor does Silicon Labs obtain any right in previously developed programs, systems, data or materials utilized or provided by Supplier in the ordinary course of business in the performance of this Agreement. If Supplier or Supplier#s Personnel incorporate previously developed programs, systems, data or material into any work performed under this Agreement, Supplier hereby grants Silicon Labs an irrevocable non-exclusive worldwide royaltyfree license to use, reproduce, manufacture, sell and distribute said developed programs, systems, data and material that is integrated into any work performed under the terms of this Agreement. Supplier agrees to do any and all acts, and execute any and all instruments, which Silicon Labs may reasonably request to secure for itself, its successors or assigns, any rights relating to such Proprietary Information. This obligation shall continue beyond the termination of this Agreement, but Silicon Labs shall compensate Supplier at a reasonable rate for time actually spent by Supplier at Silicon Labs# request on such assistance.

3.2 WARRANTIES ON SERVICES

- (a) Supplier warrants the following with respect to Services performed:
- (b) The Services provided by Supplier shall be of good quality and performed in a professional and workmanlike manner consistent with the generally accepted standards in the industry and in compliance with any and all applicable laws, rules, and regulations.
- (c) Supplier warrants that Supplier#s Personnel are sufficiently qualified, trained and experienced to perform the Services hereunder and that Supplier#s Personnel shall diligently apply themselves to efficiently perform the Services in a professional and businesslike fashion.
- (d) Supplier's files, documentation and all other work product will strictly comply with the descriptions and representation as to the Services, including performance capabilities, completeness, specifications, configurations, and function, that are specified in an applicable work order or statement of work.
- (e) The Services will not violate or in any way infringe upon the rights of third parties, including property, contractual, employment, trade secrets, proprietary information and non-disclosure rights, or any trademark, copyright or patent rights and that Supplier is the owner of or has the right to transfer all proprietary information provided to or incorporated into any deliverable or Services.
- (f) Supplier and Supplier#s Personnel that perform the Services possess all licenses and professional certificates required by applicable state laws, and shall maintain such licenses and certificates in active, good standing throughout the term of this Agreement.

3.3 STAFFING

- (a) Upon request, Supplier shall identify to Silicon Labs, before performing any Services, the names, titles, relationship to Supplier (e.g. employee, independent contractor, subcontractor, etc.) and such information as Silicon Labs may reasonably request of Supplier#s Personnel that will be directly responsible for performing the Services. Supplier shall promptly notify Silicon Labs of any changes to Supplier#s Personnel during the term of this Agreement. Further, Supplier shall appoint a primary representative who shall be responsible for day to day contacts between the parties and shall receive copies of all written correspondence exchanged between the parties.
- (b) Silicon Labs may, at any time, request the removal of any of Supplier's Personnel from involvement in the Services. Upon such request, Supplier shall promptly replace such Supplier#s Personnel with another individual of at least comparable skill and experience.
- (c) Silicon Labs shall authorize Supplier#s Personnel to enter the Silicon Labs facility and to use such premises solely for the purpose of providing the Services contemplated by this Agreement. Supplier's use and access to common areas and other non-proprietary areas at any applicable facility shall be subject to all Silicon Labs security, traffic, and smoke free environment restrictions, as well as Silicon Labs# rules, policies or procedures, as they may be amended from time to time, and any and all other reasonable restrictions which Silicon Labs may impose from time to time. Access may be limited to Silicon Labs# normal hours of operation (excluding holidays and shutdown periods, if any). All Supplier#s Personnel shall conduct their activities in a quiet, professional and businesslike manner, and will refrain from any interference with the business or other operations of Silicon Labs. Violation of the Silicon Labs# rules, policies or procedures shall be grounds for immediate revocation of the access privileges of said Supplier#s Personnel and/or termination of this Agreement at Silicon Labs' sole discretion.