



PURCHASE ORDER

IMPORTANT

This Purchase Order Number must appear on all invoices, acknowledgements, bills of lading, correspondence and shipping cartons. To expedite payment, send a copy of your invoice to MOI_INDIA_AP@micron.com.

Micron Technology Operations India LLP
The Skyview 20, 2nd, 4th, 5th, 6th and 7th Floor
Sy. No. 83/1, Plot Nos. 22, 23, 24, 31, 32 and 33
Raidurg (Panmaqtha) Village, Serilingampally Mandal
Ranga Reddy District
Hyderabad - 500081
Telangana, India
LLPIN: AAM-8742 PAN: ABJFM2468E TAN: BLRM30380A

DATE ORDERED	DATE REQUIRED	CHANGE ORDER DATE	PO NUMBER	PAGE
27.05.2020 MST	26.05.2020		3500507885	1

SUPPLIER
WINGS BRAND ACTIVATIONS INDIA
WINGS HOUSE NO 236 5TH MAIN
2ND BLOCK HRBR LAYOUT
560043 BANGALORE

SHIP TO
Micron Technology Operations India LLP
4th and 5th Floor, Building 9
Cessna Business Park,
Kadubeesanahalli Village, Varthur Hobli,
Outer Ring Road, Bangalore East Taluk,
Bengaluru, Karnataka-560103
GSTIN: 29ABJFM2468E2Z0 IEC: ABJFM2468E
SEZ: KA:09:06:CESSNA:2F/779

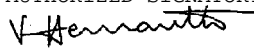
BILL TO
Accounts Payable
Micron Technology Operations India LLP
4th and 5th Floor, Building 9
Cessna Business Park,
Kadubeesanahalli Village, Varthur Hobli,
Outer Ring Road, Bangalore East Taluk,
Bengaluru, Karnataka, India
MOI_INDIA_AP@micron.com

CONFIRMED WITH Anoop Mathew		PURCHASING CONTACT India Purch Grp	PAYMENT TERMS PAY IN 45 DAYS, NO DISCOUNT	SHIP VIA FED X 2-DAY COLLECT	INCOTERMS DAP DELIVERED AT PLACE	ORDER TYPE YSTD
LINE NO.	QTY ORDERED U/M	MICRON ITEM NUMBER DESCRIPTION	SUPPLIER ITEM NUMBER	DATE REQUIRED	PRICE/UNIT EXTENDED COST	

1	5,000				3.800,00	
	EA				19.000,00	
		Sneeze Guard - COVID - facility prepared				

Total net item val. excl. tax INR 19.000,00

General Notes 5/26/2020 11:26 PM Selvarasan B (selvarasanb) [CONT - Type 2 - IBM]: Please confirm receipt of purchase order, pricing, and delivery dates. Contact:aadidhala@micron.com IN_Indirect_Purch@micron.com Tax Code:NA

Please notify us if you are unable to ship complete order by date specified. Buyer reserves the right to cancel order if delivery date is not acceptable. Micron's terms and conditions of attached hereto are a part of, and are incorporated into, this purchase order. Acceptance of this purchase order is expressly conditioned on assent to the terms and conditions on the face of this purchase order and the terms and conditions of purchase attached hereto (collectively, "Terms and Conditions"). Supplier's shipment of the goods set forth on this purchase order shall constitute assent to such Terms and Conditions. Any additional or different terms and conditions on Supplier's sales confirmation, invoice, or other documentation are expressly objected to by Micron. Version:	DATE 27.05.2020 MST	AUTHORIZED SIGNATORY 
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MICRON TECHNOLOGY OPERATIONS INDIA LLP (#Micon#)
TERMS AND CONDITIONS OF PURCHASE

1. **TERMS AND CONDITIONS:** These terms and conditions control the purchase of the goods and services set forth in this Purchase Order (the "Order"). In the event of any conflict between the Order's specific terms and provisions, including any exhibits or documents attached hereto or incorporated by reference herein, and the standard terms and conditions set forth herein, the specific terms and provisions shall prevail over the standard terms and conditions. These terms and conditions may not be waived or modified except as specifically set forth in writing by Micron.

2. **ACKNOWLEDGMENT AND ACCEPTANCE:** The issuance of this Order to Supplier constitutes an offer expressly limited to the terms contained herein. SUPPLIER'S ACCEPTANCE OF THIS ORDER IS EXPRESSLY LIMITED TO THE TERMS AND CONDITIONS CONTAINED HEREIN. ANY ADDITION OR CHANGE TO OR DELETION OF THESE TERMS BY SUPPLIER IN ANY PRIOR PROPOSAL, IN SUPPLIER'S ACKNOWLEDGMENT FORM OR OTHERWISE COMMUNICATED TO MICRON SHALL BE DEEMED A MATERIAL ALTERATION AND IS EXPRESSLY OBJECTED TO AND REJECTED BY MICRON. Micron may revoke this offer at any time prior to Supplier's acceptance. Unless Supplier notifies Micron of its acceptance of this offer within twenty (20) days of the date hereof, this offer shall expire at Micron's option without liability.

3. **TECHNICAL INFORMATION:** All specifications, drawings, schematics, technical information, notes, instructions or other information referred to on the face of this Order or contained in attachments or exhibits hereto are deemed to be incorporated herein by reference, and Supplier expressly acknowledges that it has received and read such referenced information and will treat it as Confidential Information in accordance with Section 15 hereof.

4. **PRICE AND DELIVERY:** Supplier shall furnish the goods or services in strict accordance with the price and delivery schedule stated herein. TIME IS OF THE ESSENCE with respect to all of Supplier's performance hereunder. Unless otherwise stated, prices include all charges for inspection and packaging, all federal, state and municipal sales, use and excise taxes, goods and services tax and any customs duties not otherwise paid or provided for by Micron, as per the applicable laws, including but not limited to all rules, regulations, ordinances, notifications, by-laws, statutes, orders, treaties, codes, guidelines, policies, notices, directions, judgments, decrees or other directives of any governmental authority (#Law#). If Micron is prohibited by Law from making payments to Supplier unless Micron deducts or withholds taxes therefrom and remits such taxes to the local taxation/government authorities, then Micron shall duly withhold such taxes and shall pay to Supplier the remaining net amount after the taxes have been withheld. Micron shall not reimburse Supplier for the amount of such taxes withheld. When goods are delivered and/or services are provided or the benefit of services occurs within jurisdictions in which Supplier's collection and remittance of taxes is required by Law, Supplier shall have sole responsibility for payment of said taxes to the appropriate tax authorities. If Supplier does not collect tax from Micron, and it is subsequently audited by any tax authority, liability of Micron will be limited to the tax assessed, with no reimbursement for penalty or interest charges. Supplier shall indemnify Micron from any taxes charged to Micron on account of Supplier's non-compliance with any applicable GST Laws, including, but not limited to, supplying goods or services under a letter of undertaking without obtaining the requisite letter of undertaking, non-remittance of taxes charged by Supplier, and any non-filing of GST returns. Prices shall remain fixed until completion of the deliveries contemplated hereunder. Micron may return or store, at Supplier's expense, any goods delivered more than five (5) days in advance of the delivery date. Supplier represents, warrants, and agrees that the prices charged to Micron for any good or service, unless otherwise agreed in writing by Micron, be equal to or lower than the lowest price for such goods at the last price charged or quoted to Micron for such good or service; (b) Supplier's lowest price charged to any other customer for such good or service regardless of any terms, conditions, rebates or allowances of any nature; (c) a price which reflects any price declines occurring prior to the actual shipping date; and (d) a price which reflects any price decreases occurring after the actual shipping date but before the originally specified shipping date if Micron permits shipments to be made before the originally specified shipping date. Micron reserves the right to have a confidential third-party audit conducted to ensure Supplier's compliance with this Order. Supplier shall immediately notify Micron in writing when Supplier first has knowledge of any impending material shortage, governmental regulation, labor dispute or other event or impediment that could result in any delay in the delivery of the goods or performance of the services hereunder. If delivery or performance is not effected within the time stated in this Order, Micron may, in addition to Micron's other rights and remedies, purchase the goods elsewhere or engage a substitute for performance of the services, and charge Supplier for any resulting expense, loss or damage along with applicable GST and/or terminate this Order with no liability to Micron. Supplier shall provide Micron, at Micron's request, with proof of remittance to the applicable government agency of the amount of GST collected from Micron, if any.

5. **PACKAGING AND SHIPPING:** Supplier shall package, mark and ship the goods: (a) in accordance with the terms of this Order and good commercial practices; (b) in a manner acceptable to common carriers that will protect the goods against the hazards of shipment and storage; (c) at the lowest practicable rate; and (d) in accordance with all applicable Laws. Each package shall be legibly marked with proper handling instructions, shipping information, Order number, part or item number, if any, and the names of Micron and Supplier. An itemized packing list shall accompany each shipment. When the goods are ready for shipment, Supplier shall inform Micron in writing of such pending shipment and thereafter ship the goods to Micron's designated destination. If Micron does not provide shipping instructions to Supplier regarding the method of shipment to be used, Supplier shall ship the goods by normal carriage to Micron. Micron may reject any shipment not meeting these requirements. If: (a) due to Supplier's failure to timely ship the goods; or (b) the specified method of transportation would not permit Supplier to meet the delivery date specified in this Order, Supplier shall, at Supplier's sole cost and expense, ship such goods by air transportation or other expedited means acceptable to Micron. Upon Micron's request, Supplier will promptly provide Micron with a statement of origin for all goods and applicable customs documentation for goods wholly or partially manufactured outside of the country of import.

6. **SHIPPING TERMS AND RISK OF LOSS:** Unless otherwise stated in the Order, all deliveries of goods shall be made D.D.P. (Incoterms 2010) to Micron's location (as shown in this Order). Notwithstanding any of the foregoing and any prior inspection or delivery location, Supplier shall bear all risk of loss and damage until final inspection and acceptance of the goods by Micron. Notwithstanding any of the above requirements of this Section 6, the contrary, title to Hazardous Material supplied by Supplier shall pass to Micron only after: (a) delivery to Micron's point of use for such goods at the Micron location designated in the Order; and (ii) Micron's final inspection and acceptance of such goods by Micron. Supplier shall also bear all risk of loss and any costs of return and redelivery associated with any goods rejected or returned by Micron under this Order.

7. **PAYMENT:** Supplier shall issue invoices only after delivery of the goods and/or completion of the services ordered by Micron hereunder. Original invoices shall be submitted and shall include Order number, line item number, part number, invoice no. & date, name & address of supplier and Micron, place of supply of goods / service, description of items, quantities, unit price, taxes, if applicable, HSN Code of goods or services, GST registration no. of supplier & Micron and extended totals. If the invoice is raised on Micron SEZ unit, the original invoice issued by the domestic supplier should also carry endorsement as #supply to SEZ unit for authorized operations under Letter of Undertaking without payment of Integrated tax# as applicable. Supplier shall provide Micron, together with the invoice, either a copy of the letter of undertaking obtained from the GST government agency or the corresponding acknowledgement number if the application for the letter of undertaking was made but Supplier has not yet received the letter of undertaking from the GST government agency. All costs invoiced to Micron for reimbursement of expenses agreed under the terms of this Order shall be net of any reclaimable Value Added or Goods and Services Taxes incurred on such expenses. Supplier agrees to invoice Micron no later than one hundred eighty (180) days after shipment of goods or performance of the services ordered herein. Micron will not be obligated to make payment against any invoices submitted after such period. Micron may reject any invoice for non-compliance with any of the provisions of this Order. The time periods for any cash discount or payment shall commence on the later of the date the goods are received or the services are provided (as the case may be) or the date Micron receives a proper invoice for such goods and services. Micron shall issue payment within: (a) sixty (60) days after its receipt of a correct and conforming invoice from Supplier and supporting documentation after receipt of the goods or services; (b) or sixty (60) days after acceptance of the goods by Micron or the performance of the services to Micron's satisfaction (as the case may be), whichever is later, provided that if Supplier and Micron have agreed to utilize the evaluated receipts settlement process, Micron shall issue payment within sixty (60) days after its acceptance of the goods or the performance of the services to Micron's satisfaction (as the case may be). The payments shall be made to Supplier after withholding taxes due to the local taxation/government authorities. Payment is deemed made when Micron's cheque is mailed or EDI funds transfer is initiated. If for any reason Micron had made payment for goods or services that were subsequently rejected, such payment shall be refunded by Supplier within ten (10) days after Micron's request therefor or at Micron's option, shall be deducted from any other or subsequent payments due or to become due to Supplier.

8. **SET-OFF; RECOUPMENT:** Notwithstanding anything contained herein, Micron shall have the right at any time to set off or recoup, subject to the provisions of Indian law, any amount owing from Supplier to Micron or any of Micron's subsidiaries, related corporations or affiliates against any amount due and owing from Micron or any of its subsidiaries, related corporations or affiliates to Supplier.

9. **INSPECTION; ACCEPTANCE:** Supplier, at its cost, shall inspect all goods prior to shipment to Micron. If requested by Micron, Supplier shall immediately provide Micron with a copy of the inspection results. Micron reserves the right to conduct its own pre-shipment inspection and testing wherever such goods are located. If Micron conducts pre-shipment inspection or testing on Supplier's premises, Supplier shall provide, without additional charge, all reasonable facilities and assistance for such inspection and tests. Final inspection and acceptance by Micron shall be at the Micron location designated in this Order unless otherwise specified in this Order. Supplier shall not modify the specifications for any goods or services to be purchased hereunder without Micron's advance written consent. Supplier shall notify Micron at least one hundred twenty (120) days in advance of any changes in the specifications or manufacturing process. Supplier shall cooperate with Micron to provide configuration control and traceability systems for goods and/or services supplied hereunder. Payment before or after inspection shall not constitute an acceptance of non-conforming goods or services, and neither inspection, testing nor acceptance of the goods or services by Micron shall relieve Supplier from any liability under this Order or its responsibility for: (a) any latent or patent defects in the goods or/any deficiency of service; (b) other delay, breach or failure to meet the requirements of this Order; (c) for any fraud/gross-negligence of the Supplier; or (d) for any breach of the Supplier's warranty obligations. If at any time before acceptance, Micron learns that the goods or services are defective or otherwise not in conformity with the requirements of this Order, including the warranties set forth in this Order, Micron may, in addition to Micron's other rights and remedies, upon written notice to Supplier: (a) rescind this Order as to such goods or services; (b) accept such goods or services or part thereof at an equitable reduction in price determined by Micron; or (c) reject such goods or services and require, at Micron's option, replacement, repair, refurbishment, re-performance, or credit or rebate of the purchase price paid by Micron. All replacements and re-performance shall be delivered or undertaken by Supplier immediately upon Micron's request, and if not, Micron may either replace or correct such goods or obtain a substitute performance for services and all such costs incurred including applicable GST shall be borne by the Supplier and/ or terminate this Order for Cause.

10. **WARRANTY:** IN ADDITION TO ANY WARRANTY AND/OR CONDITION IMPLIED BY LAW, SUPPLIER WARRANTS FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF DELIVERY THAT: (A) ALL GOODS DELIVERED HEREUNDER ARE NEW, OF THE GRADE AND QUALITY SPECIFIED, FREE FROM DEFECTS OF ANY KIND INCLUDING BUT NOT LIMITED TO DESIGN, MATERIAL AND WORKMANSHIP AND ARE OF A QUALITY OF WORKMANSHIP THAT IS REQUIRED BY THE BEST PROFESSIONAL PRACTICES AND PROCEDURES IN SIMILAR MANUFACTURING INDUSTRIES; (B) ALL SERVICES ARE PERFORMED IN A GOOD AND WORKMANLIKE MANNER; (C) SUPPLIER HAS GOOD AND MARKETABLE TITLE TO THE GOODS AND HAS CONVEYED SUCH TITLE TO MICRON FREE FROM ANY ENCUMBRANCES, LIENS, SECURITY INTERESTS OR OTHER DEFECTS IN TITLE; (D) THE GOODS OR SERVICES PURCHASED HEREUNDER CONFORM TO APPLICABLE SPECIFICATIONS, DRAWINGS, SAMPLES AND OTHER DESCRIPTIONS, IF ANY, REFERENCED HEREIN; AND (E) THE GOODS PURCHASED HEREUNDER ARE MERCHANTABLE AND SUITABLE FOR THE PURPOSES INTENDED. All warranties set forth in this Order shall survive any inspection, delivery, acceptance, payment, expiration or earlier termination of this Order and such warranties shall continue in favour of Micron, its successors, assigns, customers and users of its products. Any goods repaired or replaced and services re-performed shall be further warranted as set forth above.

11. **INDEMNITY:** To the fullest extent permitted by Law, Supplier, for itself and on behalf of its subcontractors and/or their respective directors, officers, employees, agents and representatives, (#Indemnifying Parties#) shall protect, defend, indemnify, and hold harmless Micron, its group companies and related parties and each of their directors, officers, employees, agents, assigns and customers (collectively, the "Micron Group") from and against all demands, claims (including claims for contribution or indemnity and claims initiated by third parties), damages, penalties, forfeitures, causes of action, suits, judgments, losses, liabilities, liens, costs and expenses, of whatever kind or nature, including all associated legal costs and attorneys' fees (collectively, a "Claim"), incurred by or asserted against any member of the Micron Group arising from or related in any way to: (a) the acts, errors or omissions of any or all of the Indemnifying Parties and/or their assigns or any individual or entity for which the Supplier is responsible; or (b) breach or alleged breach by the Indemnifying Parties of the representations and warranties set forth in this Order; or (c) any

damage, destruction or issue caused due to the presence of Supplier's agents, employees, representatives, subcontractors or assigns on Micron's premises; or (d) any damage destruction or issue caused to the Micron Group due to the use of any defective goods or services provided by Supplier including but not limited to any death or personal injury (including bodily injury) to any person, destruction or damage to any property, contamination of or adverse effects on the environment, and any clean-up costs in connection therewith; or (e) any breach, delay, non-compliance or failure to comply with the terms and conditions or obligations of the Supplier under this Order; or (f) any violation of Law. Additionally, Supplier shall obtain insurance in relation to its obligations under this clause and otherwise under this Order, to safeguard the interests of the Micron Group.

12. INTELLECTUAL PROPERTY INDEMNITY: Supplier shall indemnify, defend and hold harmless each member of the Micron Group, from and against any and all claims (including claims initiated by third parties) and all costs, expenses (including reasonable attorneys' fees and costs), losses, damages or liabilities incurred as a result of claims that the goods, or services or the use of any goods or services, purchased hereunder, or any component, part or process thereof or product made therewith, irrespective of whether Micron furnishes any specifications to Supplier, infringes or misappropriates any patent, trademark, trade secret, copyright, mask work or application thereof, or other intellectual property right of a third party. If any such claim is asserted against any member of the Micron Group, Supplier shall, with counsel acceptable to Micron, defend such action at its expense and shall pay any related costs and damages, including attorneys' fees and costs of both the Micron Group and Supplier. If any injunction shall be obtained against any member of the Micron Group in relation to the use of the goods or services or any component thereof provided by the Supplier by reason of infringement, Supplier shall, at its expense and Micron's option, either immediately procure for the Micron Group, the right to continue using the goods or services or immediately replace or modify the same to become non-infringing but equivalent in form, fit and function. Regardless of which of the foregoing remedies is effected, Supplier shall pay to Micron rework expenses and incremental costs along with applicable GST incurred by any member of the Micron Group to procure alternative products required to fill orders placed by any member of the Micron Group and accepted by Supplier as of the effective date of the injunction.

13. TECHNOLOGY RIGHTS: All products, information and technology produced, conceived or otherwise developed under this Order for Micron or, as a result of technology furnished by Micron (collectively "Developments"), shall be deemed works made for hire and the intellectual property rights in such Developments shall vest exclusively in Micron. Supplier agrees to use such Developments only in connection with this Order and otherwise to retain them as confidential in accordance with Section 15 below. Supplier, at its cost, hereby assigns to Micron all right, title and interest in all Developments and shall fully cooperate with and assist Micron in perfecting such right, title and interest. Supplier represents, warrants and agrees that it will not incorporate any third party intellectual property into any Developments, goods or other deliverable provided hereunder without notifying and obtaining the prior written approval of Micron. Supplier hereby waives any and all moral rights, including the right to identification of authorship or limitation on subsequent modification that Supplier (or its employees) has or may have in any invention, material, Development or other deliverable assigned to Micron hereunder. Supplier warrants that: (a) all of its employees, representatives, agents or contractors who perform work for it hereunder will have entered into written agreements with Supplier which ensure that the work they do is subject to the terms and conditions of this Section 13; and (b) it will not incorporate any Developments into goods or other deliverables to be provided to Micron which contain intellectual property not assignable or licensable to Micron as provided in this Section 13. Supplier agrees that if in the course of providing the goods and/or services hereunder, Supplier incorporates any Supplier intellectual property into any Development, good or other deliverable provided to Micron, Micron is hereby granted and shall have a nonexclusive, royalty free, perpetual, irrevocable, worldwide license, including the right to sublicense, to use any such Supplier intellectual property to make, have made, use, impart, prepare derivative works of, reproduce, have reproduced, perform display, offer to sell, sell, or otherwise distribute such invention, improvement, development, concept, discovery, or other proprietary information as part of or in connection with such Development, good or deliverable.

14. CANCELLATION: At any time Micron may cancel, terminate, suspend, delay or interrupt this Order or any part thereof, with or without Cause (including due to a Force Majeure Event), by written notice to Supplier specifying the effective date and the extent of such cancellation, suspension, delay or interruption. Upon receipt of such notice, Supplier shall immediately terminate any affected work under the Order and give immediate notice to its suppliers and subcontractors, if any, to do the same and take all other actions to reduce its costs in connection with any affected goods and/or services. If Micron cancels this Order without Cause, Micron shall reimburse Supplier for Supplier's reasonable out-of-pocket expenses properly and directly allocable to and resulting from such cancellation, net of any amounts that Supplier receives or should have received if it mitigated the cancellation as required herein by selling to a third party the goods or services that were to be delivered hereunder, as determined by Micron according to generally accepted accounting principles. Before assuming any payment obligation under this section, Micron may inspect Supplier's work in process and audit the relevant documents. The amount of such reimbursement shall in no event exceed an amount equal to the portion of the price that is allocable to the canceled portion of the Order. Such reimbursement shall be Supplier's sole and exclusive remedy for any such cancellation and the Supplier must submit to Micron in writing along with all documents evidencing the reasonable out-of-pocket expenses incurred by the Supplier within thirty (30) days after the receipt of Micron's termination/cancellation notice. Upon payment of Supplier's claim, Micron shall be entitled to all the goods, work and materials paid for. In addition to Micron's other rights and remedies, Micron may terminate, cancel or suspend this Order, in whole or in part, by written notice to Supplier, for the following causes (#Cause#): (a) the goods or services or any part thereof fail any inspection or test hereunder or are defective or non-conforming to the standards under this Order or otherwise specified by Micron; (b) the goods or services are not delivered to Micron as per the time schedule; (c) Supplier makes a general assignment for the benefit of creditors, a receiver, liquidator and/or manager for Supplier is appointed, or a petition for bankruptcy, winding up, judicial management or corporate reorganization under any bankruptcy or similar Laws is filed by or against Supplier; or (d) Supplier commits a breach, delay, non-compliance or failure to comply with any of the terms or conditions or obligations under this Order. If Micron terminates this Order for Cause, it shall have no obligation to make any reimbursements or payments hereunder to the Supplier. Any suspension or cancellation or termination for Cause by Micron that is determined by any court or other authority to be wrongful for any reason shall be deemed for all purposes to be a suspension or cancellation without Cause as set forth above.

15. CONFIDENTIAL INFORMATION: "Confidential Information" shall include any information, whether oral, written or observed, regarding the terms or existence of this Order and Micron's specifications, requirements, plans, programs, plants, processes, products, costs, equipment, designs, set-up, configurations, sales, operations, finances, or customers that may come within the knowledge of Supplier and/or its assigns and subcontractors and/or their respective directors, employees, representatives and/or agents. All Confidential Information shall remain the exclusive property of the Micron Group and shall immediately be returned, together with all copies thereof, to Micron upon request. Supplier shall hold Confidential Information in trust and confidence for Micron and shall not disclose such Confidential Information or use it for any purpose other than to perform this Order. Supplier may disclose Confidential Information only to employees and third parties who have signed a confidentiality agreement and who have a need to know such Confidential Information in order for Supplier to perform this Order. In addition, Supplier may not use Micron's name or trademarks in any type of advertisement materials, web sites, press releases, interviews, articles, brochures, business cards, project reference or client listings without Micron's prior written consent.

16. HAZARDOUS MATERIALS: "Hazardous Materials" means dangerous goods, chemicals, contaminants, substances, pollutants or any other materials that are considered hazardous by any Laws (including in India), or industry standard (whether in India or elsewhere), including, without limitation, hazardous chemicals regulated by the Occupational Safety and Health Act, 42 U.S.C. 651, et seq., hazardous materials regulated by the Hazardous Materials Transportation Act, 49 U.S.C. 5101, et seq., solid and hazardous wastes regulated by the Solid Waste Disposal Act, 42 U.S.C. 6901, et seq., hazardous substances regulated by the Comprehensive Response, Compensation and Liability Act 42 U.S.C. 9601, et seq., chemical substances and mixtures regulated by the Toxic Substances Control Act, 15 U.S.C. 2601, et seq., hazardous wastes regulated by the Hazardous and Other Wastes (Management and Transboundary Movement) Rules, 2016 and other analogous foreign, state, and local Laws. If goods or any services provided hereunder include or use Hazardous Materials, Supplier warrants that such goods and services supplied to Micron shall comply with all applicable Laws, as well as all requirements of Supplier's and Micron's environmental and safety policies and procedures and that Supplier and its subcontractors and assigns and their respective representatives, employees and agents providing such services or goods to Micron have been properly trained and understand the nature of and the hazards associated with such goods and services. Reference to Hazardous Materials includes handling, transportation, storage, use, and disposal of Hazardous Materials, as applicable to Supplier. Prior to causing Hazardous Materials to be on, in, or near Micron's facilities or operations, Supplier shall obtain written approval from Micron's Site Environmental Health Safety and Security Group. Supplier will be responsible for and indemnify Micron Group from any liability resulting from the actions, omissions or errors of Supplier and/or its assigns and subcontractors and their respective employees, representatives and agents in connection with: (a) providing goods containing or comprising such Hazardous Materials to Micron; and/or (b) the use of such Hazardous Materials in providing services to Micron. Supplier will timely provide Micron with material safety data sheets and any other documentation in relation to such Hazardous Materials reasonably necessary to enable Micron to comply with applicable Laws and regulations.

17. COMPLIANCE WITH LAWS & CODES OF CONDUCT: Supplier shall comply with all national, state, and local Laws governing the manufacture, transportation, import, export and the sale of goods and/or the performance of services in the course of this Order (whether in India or elsewhere), including but not limited to U.S. Export Administration Regulations (see Section 19), Securities and Exchange Commission rules and regulations, Department of Commerce rules and regulations, Environmental Protection Agency rules and regulations, Department of Transportation regulations applicable to Hazardous Materials, Federal Acquisition Regulations or their counter-part for other government agencies and the Foreign Corrupt Practices Act or the Prevention of Corruption Act, 1988 or the Prevention of Money Laundering Act, 2002 (see Section 18). Supplier shall comply with all applicable Laws regarding non-discrimination in terms and conditions of employment, payment of minimum wage and legally mandated employee benefits and mandated work hours. Supplier shall comply with all applicable Laws regarding forced labor, slavery, human trafficking and employment of underage or child labor and shall not employ children under the age of 16. Supplier agrees to fully comply with Micron's Code of Business Conduct and Ethics as set forth at www.micron.com. In addition, Supplier agrees to fully comply with all provisions of the Micron Supplier Requirements Standard (the #SRS#) as set forth at www.micron.com that are applicable to Supplier and the goods and services provided to Micron by Supplier. Without limiting the foregoing, Supplier agrees to comply with the provisions of Section 4 (Sourcing Compliance) of the SRS. Upon Micron's request therefor, Supplier shall immediately certify compliance with all such Law, regulations, Micron's Code of Business Conduct and Ethics, and the SRS. Moreover, Supplier agrees not to provide foreign nationals from controlled countries as employees or contractors for work on any Micron site. Supplier acknowledges and agrees that Supplier will maintain compliance with the Responsible Business Alliance Code of Conduct as set forth at www.responsiblebusiness.org, and agrees to apply the principles set forth therein with respect to performance of this Order and in particular with reference to non-discrimination of employees, combating bribery of domestic and foreign public officials, protection of international human rights and environmental responsibility, all as provided in this Section 17. Any violation or breach of the Responsible Business Alliance Code of Conduct or Micron's Code of Business Conduct and Ethics will constitute a material breach hereunder.

18. ETHICAL BUSINESS PRACTICES: Neither Supplier nor any of its officers, directors, employees or agents, or subcontractors shall make, agree to make, or authorize any payment of money or grant anything of value, directly or indirectly, to any government official (including any director, employee or agent of any government department, agency, or instrumentality, any political party or candidate, or any government- or state-owned enterprise) or official of any international organization, to influence any official decision or action, or to gain any other advantage for any person in connection with the performance of this Order in violation of any applicable Laws. In addition, Supplier represents and warrants that neither it nor its personnel act as agent or representative for, and are otherwise not affiliated with, any government, government official, political party, or government or state-owned enterprise, and shall advise Micron promptly and obtain written permission from Micron in writing prior to entering into any such relationship. Supplier shall provide, or shall cause to be provided, anti-corruption compliance training to all relevant officers, employees, agents, and subcontractors involved with performance of this Order, and shall notify such persons of the requirements of this Section 18. Supplier shall promptly notify Micron, if Supplier has reasonable cause to believe based on a good faith investigation, that a violation of this Section 18 has occurred or is likely to occur. Supplier shall cooperate fully in any investigation of any such potential violation. In the event Micron has cause to believe any such violation might have occurred or is likely to occur, Micron may, irrespective of its other rights and remedies, suspend or terminate this Order, withhold any monies currently owing, or claw back past payments made as appropriate to prevent or remedy such violation. Either party may disclose this Order, and any facts relating to this Order, to any governmental body or agency in connection with any official investigation or inquiry into compliance related to this Section 18.

19. EXPORT COMPLIANCE: In connection with the sale, purchase, or receipt of the products (including goods, materials, software, technology, or technical data) from Supplier to Micron, Supplier hereby agrees to comply fully with all applicable U.S., India and foreign Laws related to export controls and sanctions, including without limitation: (a) those regulations maintained by the U.S. Treasury Department's Office of Foreign Assets Control (#OFAC#); (b) the U.S. Export Administration Regulations (#EAR#) maintained by the United States Department of Commerce, Bureau of Industry and Security

(#BIS#); (c) the U.S. State Department's International Traffic in Arms Regulations (#ITAR#); (d) Foreign Exchange Management Act and the related regulations; and (e) Foreign Trade (Development & Regulation) Act and the related rules and regulations. Without limiting the foregoing, to the extent required under applicable U.S., Indian or foreign Laws, Supplier agrees that it shall not directly or indirectly -- sell, export, reexport, transfer, release, service, divert or otherwise dispose of -- any products provided by Micron to Supplier directly or indirectly (including the release of controlled technology to foreign nationals from controlled countries) to or via any person, firm or entity, or country subject to: (a) export licensing requirements or other government approval; (b) economic sanctions or trade embargoes (including entities or persons in or acting on behalf of such countries); or (c) for any activity or use prohibited by the Laws of the United States or other applicable jurisdiction, without obtaining prior authorization from all competent government authorities as required by those Laws. Supplier understands that any products provided by Micron to Supplier as well as certain products derived therefrom may be subject to U.S. Laws and that re-export or diversion contrary to U.S. Law may be prohibited. Supplier shall provide Micron with information regarding the export controls and customs classifications for any products provided by Supplier to Micron, including Export Control Classification Numbers, U.S. Munitions List Categories, Harmonized Tariff Schedule Codes, Schedule B Numbers, any other required commodity control codes, and any required non-U.S. classifications applicable to the sales transaction. In the event Supplier has not classified any products provided by Supplier to Micron, Supplier shall provide to Micron sufficient information to classify such products, subject to mutually agreeable measures to protect Supplier's proprietary data. Notwithstanding any other agreement between Supplier and Micron, neither party shall be required to take any action that is prohibited or penalized under the Laws of the United States or India or other applicable jurisdiction, including without limitation the U.S. antiboycott Laws administered by BIS and the U.S. Treasury Department's Internal Revenue Service.

20. **PRIVACY:** If Micron transmits any personal information to Supplier, Supplier warrants that Supplier shall not transfer such personal information to any third party or use it for any purpose other than as described in this Order. If Supplier obtains personal information in the course of performance of services under this Order, Supplier warrants that Supplier shall not transfer such personal information to any third party or use it for any purpose other than as described in this Order. If Supplier collects personal information under this Order and Micron has given notice to Supplier that Micron will use such personal information in order to contact the data subject, Supplier shall submit personal information to Micron only if the data subject has opted-in to receive information, either from Micron or from companies or persons in general. Supplier shall permanently delete all personal information within thirty (30) days after the personal information is no longer being actively used in fulfilling Supplier's obligations under this Order. Supplier shall also take all measures necessary to ensure the security of Micron's data and all personal information obtained by Supplier under this Order. Further, Supplier herein acknowledges and grants its consents to Micron possessing or collecting certain information/data of the Supplier in the course of its performance under this Order.

21. **MICRON'S EQUIPMENT:** All tools, equipment, parts, materials, drawings, and specifications furnished by Micron shall remain Micron's property, shall be used only for work performed for Micron, and shall be returned to Micron or destroyed, as per Micron's sole discretion, immediately upon demand or the termination or completion of this Order, whichever is earlier.

22. **ASSIGNMENTS:** Supplier shall not assign, delegate or subcontract this Order or any obligations hereunder without Micron's prior written consent. Any such attempted assignment or delegation without Micron's prior written consent shall be void and of no force or effect and, Micron shall, at its option, have the right to terminate this Order for Cause. Micron shall be entitled at any time to assign, delegate or subcontract this Order or any obligations hereunder to any third party without Supplier's prior written consent.

23. **RELATIONSHIP BETWEEN PARTIES:** The relationship between the parties hereto is that of independent contractors. Nothing in this Order shall be construed as creating any partnership, joint venture, or agency between Micron and Supplier. Supplier's employees, agents and subcontractors shall not be deemed agents or employees of Micron. Supplier shall have complete charge and responsibility for its employees, representatives, agents and subcontractors and their respective employees, representatives, agents. Supplier shall comply with all applicable Laws regarding terms and conditions of employment, payment of minimum wage and legally mandated employee benefits and compliance with mandated work hours and employment of underage or child labor. Supplier shall comply with all employment and labor Laws when providing services, and must provide its employees with all employment related benefits in the country in which they are working as per the applicable Laws. The indemnity set forth in Section 11 above shall include any claim made or threatened, whether by legal proceedings or otherwise, against Micron by a third party on the grounds that any person supplied or engaged by Supplier is or was deemed to be an employee of Micron. Supplier further agrees that if Micron is required by Law or otherwise to include Supplier or any Supplier's employees in any of Micron's benefit plans or provide severance benefits under Law, Supplier shall reimburse Micron for the actual amount required to be paid, or the fair market value of any benefit received by Supplier and/or Supplier's employees arising from work performed under this Order.

24. **SAFETY COMPLIANCE AND NON-INTERFERENCE:** If Supplier or any subcontractor of Supplier performs any services or delivers any goods on Micron's premises, Supplier shall and/or cause such subcontractor to: (a) comply with all of Micron's safety and security regulations and all other pertinent safety regulations imposed by Law; and (b) provide Micron with evidence of insurance in accordance with the minimum limits required by Micron. Supplier agrees that Supplier and its assigns, employees, representatives, subcontractors and agents shall comply with all directives of Micron's supervisory personnel and further shall not interfere with any of Micron's operations. Non-compliance with the foregoing may, at Micron's option, result in termination or cancellation of this Order for Cause.

25. **FORCE MAJEURE:** Micron shall not be responsible, in any manner, for any failure or delay in the performance of any of its obligations hereunder caused by a strike, lockout or other industrial disturbance, act of public enemies, any government action, any civil or military action, insurrection, riot, landslide, hurricane, drought, fire, earthquake, explosion, flood, storm, act of God, or any other cause or event not reasonably within Micron's control (each, a "Force Majeure Event"). Supplier shall immediately notify Micron in writing if its performance hereunder is delayed due to any Force Majeure Event and Micron may either: (a) extend time of performance; or (b) terminate the uncompleted portion of the Order at no cost to Micron.

26. **NOTICES:** All notices shall be in writing and deemed effective upon delivery: (a) in person; or (b) by registered mail, postage prepaid, return receipt requested, and to the addresses set forth herein, as the same may be changed pursuant to a written notice provided pursuant to this Section 26. Supplier shall also send a copy of any notice to the attention of Micron's general counsel at such address.

27. **GOVERNING LAW; JURISDICTION:** This Order, the validity, interpretation and performance of this Order and all matters arising hereunder or in connection herewith shall be governed by and construed in accordance with the Laws of India. Supplier hereby consents to the jurisdiction of the court located in Hyderabad, India for any dispute involving or arising in connection with this Order. The parties agree that courts in Hyderabad have jurisdiction over any legal action or other proceeding for any purpose with respect to this Order, and that the parties waive all rights to claim forum non convenience over the jurisdiction of the Hyderabad courts.

28. **REMEDIES/NON-WAIVER:** Micron's remedies provided herein are cumulative and in addition to any other or further remedies provided by Law or in equity. Any waiver of any kind by a party of a breach of this Order must be in writing, shall be effective only to the extent set forth in such writing and shall not operate or be construed as a waiver by such party of any subsequent breach. Any delay or omission in exercising any right, power or remedy pursuant to a breach or default by a party shall not impair any right, power or remedy that such party may have with respect to that or any other future breach or default.

29. **ATTORNEYS' FEES AND COSTS:** The prevailing party to any legal action arising out of this Order shall be entitled to recover from the other party, all the attorneys' fees and costs the prevailing party incurred in bringing or defending such action, including such fees and costs on appeals.

30. **SEVERABILITY:** If it is determined by a court of competent jurisdiction as part of a final non-appealable ruling, government action or binding arbitration that any provision of this Order (or part thereof) is invalid, illegal, or otherwise unenforceable, such provision shall be enforced as nearly as possible in accordance with the stated intention of the parties, while the remainder of this Order shall remain in full force and effect and bind the parties according to its terms. To the extent any provision (or part thereof) cannot be enforced in accordance with the stated intentions of the parties, such provision (or part thereof) shall be deemed not to be a part of this Order; provided that in such event the parties shall use their best efforts to negotiate, in good faith, a substitute, valid and enforceable provision that most nearly effects the parties' intent in entering into this Order.

31. **HEADINGS:** Headings are inserted solely for convenience of reference and shall not otherwise affect the interpretation hereof.

32. **ELECTRONIC TRANSACTIONS:** Subject to the terms and conditions of this Section 32, Micron and Supplier agree that this Order and all documents related to the transactions contemplated by this Order may be sent by e-mail. In connection with system-to-system implementations: (a) the parties will implement the particular transaction sets and/or message specifications mutually agreed upon by the parties and each party's implementation will comply with applicable standards (e.g., applicable ANSI standards or RosettaNet PIPs), except as otherwise mutually agreed. If any element of an applicable standard conflicts with a provision of this Order, the provision of this Order will control; (b) where applicable standards require that the receiving party issue a notice to the other confirming message receipt, such notice will not constitute a binding acceptance or acknowledgement of anything more than mere receipt; (c) if a party has adopted an electronic identifier (e.g., a digital signature), the other party is entitled to rely on the authenticity of messages signed by or otherwise associated with such electronic identifier unless and until notified otherwise by the adopter; and (d) either party may use a third party service provider in connection with e-business activities (e.g., to route or translate EDI or XML messages, or to host web based services). The party contracting with a service provider must require that such service provider: (i) use information disclosed to or learned by such service provider in connection with providing services solely for the purpose of providing the applicable services; and (ii) not disclose such information to any third party. Either party may begin to use a service provider that it wishes to engage and may change a service provider that it had previously engaged upon reasonable prior written notice to the other party. Each party will be liable for the acts or omissions of its service provider in connection with the activities contemplated by this Order.

33. **SURVIVAL:** Any provisions herein that by their nature extend beyond the expiration, termination or fulfillment of this Order shall survive such expiration, termination or fulfillment.

34. **THIRD PARTY RIGHTS:** A person who or which is not a party to this Order shall not have any right to enforce any provision of this Order.